

ADVERTISEMENT FOR BIDS

Separate sealed bids for the **Mounts Park Stream Restoration and Improvements, Phase 1** project within Hamilton Township will be received by **Hamilton Township, 7780 South State Route 48, Hamilton Township, Ohio 45039**, until **12:00 PM** Local Time on **October 17, 2025**, and then at said office publicly read aloud.

Mounts Park Stream Restoration and Improvements, Phase 1

Work under this Project is generally defined as the construction of approximately 417 feet of new stream channel, the abandonment of approximately 600 feet of existing stream channel, and the capping of an old landfill exposed in the existing stream channel. All quantities presented in this specification are estimates and shall be confirmed by the Contractor prior to submittal of their bid. The Owner expects to proceed with the Project immediately after satisfactory acceptance and award of the construction bid and execution of the contract, with completion of all work within 180 calendar days from the date of the Notice to Proceed.

Contract Documents and Specifications may be obtained electronically by emailing the Owner's Representative, Paul Goodhue, P.E., Goodhue Consulting, Inc., paul.goodhue@goodhueconsulting.com.

A Mandatory Pre-Bid Meeting will be held at Mounts Park, 4851 Stubbs Mills Road, Morrow, Ohio 45152, at 1:00 PM Local Time on Tuesday, October 7, 2025.

All questions related to this Project shall be provided in writing through email to the following:

Paul Goodhue, P.E., Owner's Representative
Goodhue Consulting, Inc.
Paul.goodhue@goodhueconsulting.com

Each Bidder must submit their bid in **TRIPLICATE**, one (1) original and two (2) copies with each copy stamped "COPY". Each Bidder must deposit with his bid, security in the amount of 100% of the bid if in the form of a Bid Bond or in the amount of not less than ten (10%) percent of the bid if in the form of a certified check, cashier's check, or letter of credit, for and subject to the conditions provided in the Information for Bidders and pursuant with Ohio Revised Code Section 153.54.

Attention of Bidders is particularly called to the requirements as to safety regulations, conditions of employment to be observed and minimum wage rates to be paid under the Contract. All bids must comply with the Contract Documents, including General Instructions to Bidders and the requirements set forth in the Specifications Documents

referenced herein in order to be considered. Letters of credit and bid bonds must be filed with original signatures. Facsimile and electronic copies of the letter of credit, bid bond and Power of Attorney of the Surety will be deemed non-responsive.

No Bidder may withdraw his bid for a period of sixty (60) days after the actual date of the opening thereof.

Contract award shall be made to the lowest and best bidder, and award will be subject to applicable funding agency approval.

Hamilton Township reserves the right to reject any and all bids, to waive any informalities in the bidding procedure, to accept any bid which it deems to be for the best interest of Hamilton Township, to hold such bids for a period of up to sixty (60) days before taking action to award a contract, and conduct necessary investigations to determine bidder the lowest and best bidder. These rights are reserved up until the time the contract is signed by Hamilton Township.

This Notice to Bidders is posted on the Township's website at <https://www.hamilton-township.org>. In order to view the legal notice, click on the link News located at the top of the Hamilton Township Website.

The Notice to Bidders is also published in the *Journal-News* and made available online through the *The Builders Exchange* at <https://home.bxohio.com/>.

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Hamilton Township Trustees:

Joseph Rozzi

Mark Sousa

Darryl Cordrey

ATTEST:



Jeff Wright, Township Administrator

BID BOOK INCLUDING SPECIFICATIONS and CONTRACT DOCUMENTS

for

Mounts Park Stream Restoration and Improvements, Phase 1

HAMILTON TOWNSHIP, WARREN COUNTY, OHIO

HAMILTON TOWNSHIP TRUSTEES

Joseph Rozzi
Mark Sousa
Darryl Cordrey

Date: September 19, 2025

TOWNSHIP ADMINISTRATOR

Jeff Wright

HAMILTON TOWNSHIP
7780 South State Route 48
Hamilton Township, Ohio 45039
(513) 683-8520

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referenced herein in order to be considered. Letters of credit and bid bonds must be filed with original signatures. Facsimile and electronic copies of the letter of credit, bid bond and Power of Attorney of the Surety will be deemed non-responsive.

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Hamilton Township Trustees:

Joseph Rozzi

Mark Sousa

Darryl Cordrey

ATTEST:



Jeff Wright, Township Administrator

GENERAL INSTRUCTIONS TO BIDDERS

FOR PUBLIC IMPROVEMENTS

HAMILTON TOWNSHIP, OHIO

Project: Mounts Park Stream Restoration and Improvements, Phase 1

Bid Opening Date: October 17, 2025 at 12:00PM

All bids submitted for consideration by Hamilton Township must comply with these General Instructions to Bidders in order to be considered. The General Instructions to Bidders set forth the minimum requirements as terms and conditions of the public improvement. Therefore, if any time frames, bid bond or other surety requirements set forth herein are in conflict with stated requirements in the specifications, the specification requirements shall prevail.

1. Bids shall be submitted in a sealed envelope marked accordingly with item(s) bid on and the name of the bidder and delivered in compliance with the Legal Notice. Any improperly marked bid will not be considered.
2. The total estimated construction cost for the base bid work for which bids are currently being solicited is: \$889,669. The total estimated construction cost for the alternate bid work is \$210,560.
3. Each Bidder shall have a competent person carefully and diligently review each part of the Contract Documents, including the Divisions of the Specifications and parts of the Drawings that are not directly applicable to the Work on which the Bidder is submitting its bid. By submitting its bid, each Bidder represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors, or omissions in the Contract Documents for which it has not notified the Design Professional in writing at least ten (10) days prior to the bid opening. If there are any such conflicts, inconsistencies, errors, or omissions in the Contract Documents, the Bidder (i) will provide the labor, equipment, or materials of the better quality or greater quantity of Work and/or (ii) will comply with the more stringent requirements. The Bidder will not be entitled to any Change Order, additional compensation, or additional time on account of such conditions for any conflicts, inconsistencies, errors, or omissions that would have been discovered by such careful and diligent review, unless it has given prior written notice to the Design Professional.

4. Each Bidder shall have a competent person carefully and diligently inspect and examine the entire site and the surrounding area, including all parts of the site applicable to the Work for which it is submitting its bid, including location, condition, and layout of the site and the location of utilities, and carefully correlate the results of the inspection with the requirements of the Contract Documents. The Bidder's bid shall include all costs attributable to site and surrounding area conditions that would have been discovered by such careful and diligent inspection and examination of the site and the surrounding area, and the Bidder shall not be entitled to any Change Order, additional compensation, or additional time on account of such conditions.
5. The Bidder may rely upon the general accuracy of any technical data identified in the Owner- Contractor Agreement (e.g., any soils exploration reports, soil boring logs, site survey, or abatement reports) in preparing its bid, but such technical data are not part of the Contract Documents. Except for the limited reliance described in the preceding sentence, Bidder may not, if awarded a contract for the Work, rely upon or make any Claim against the Owner or Design Professional, or any of their agents or employees, with respect to any of the following:
 - a. the completeness of such reports and drawings for Bidder's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the successful Bidder and safety precautions and programs incident thereto; or
 - b. any interpretation by the successful Bidder of or conclusion drawn from any technical data or any such other data, interpretations, opinions, or information. For example, all interpolations and extrapolations of data performed by the Bidder to estimate locations or quantities of subsurface strata are independent factual assumptions, which Owner does not warrant.
6. All bids must comply with the specifications attached hereto.
7. All quantities presented in this specification are estimates. Actual quantities should be determined by the Contractor and included in the bid.
8. All prices, quantities, etc. as bid must be firm for a period of sixty (60) days from the date of the bid opening.
9. Each person bidding for a contract for the construction, demolition, alteration, repair, or reconstruction of any public improvement is required to file with his bid a bid guaranty in the form of either (1) a bond for the full amount of the bid or (2) a certified check, cashier's check, or letter of credit pursuant to Chapter

1305 of the Revised Code in an amount equal to ten percent of the bid pursuant to Section 153.54 of the Ohio Revised Code. The successful bidder at the time he enters into the contract shall be required to file a performance bond in the full amount of the contract pursuant to Section 153.54 (C) of the Ohio Revised Code. Letters of credit and bid bonds must be filed with original signatures. Facsimile and electronic copies of the letter of credit, bid bond and Power of Attorney of the Surety will be deemed non-responsive.

10. Unless otherwise specified, all material shall be new and of the best grade in its particular line and all articles shall be complete and in first class condition. All work shall be done in the best and most skilled manner, exactly as specified or detailed, and shall be subject to the approval of Hamilton Township Officials. When required in the specifications, bidders shall make available for inspection a sample or similar model of the bid item prior to the award of the bid.
11. Reference to a particular trade name, manufacturer's catalog or model number is made for descriptive purposes to guide the bidder in interpreting the requirements of Hamilton Township. They should not be construed as excluding proposals on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the bid proposal.
12. All bidders are required to submit the following affidavits with their bid proposal and the successful bidder will be required to enter into a written contract with Hamilton Township within ten (10) days of the notification of award thereof:
 - a. Non-Collusion Affidavit
 - b. Affidavit Affirming Compliance with 9.24 & 5719.042 ORC

These affidavits and specifications heretofore referenced shall be incorporated into and become a part of the contract document.
13. Every effort shall be made by the bidder awarded the contract to deliver items by or before the time designated in the contract.
14. Hamilton Township is exempt from payment of Federal Excise Tax, Transportation Tax, and Ohio State Tax. Prices shall not include these taxes.
15. Hamilton Township reserves the right to reject any and all bids, to waive any informalities in the bidding procedure, to accept any bid which it deems to be for the best interest of Hamilton Township and to hold such bids for a period of sixty (60) days before taking action to award a contract. These rights are reserved up until the time the contract is signed by Hamilton Township. Award is subject to

funding agency approval.

16. Hamilton Township further reserves the right to conduct such investigations and meetings as it deems necessary after receipt of bids to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the bidders, proposed sub- contractors, and other persons and organizations to do the work in accordance with the contract documents to Hamilton Township's satisfaction within the prescribed time limits.
17. Contractor hereby agrees to indemnify and hold Hamilton Township harmless from any claims, demands or losses of any type or nature to any person, bidder or corporation arising in any manner from the contractor's performance or failure to perform the work required under this contract and shall pay any judgment or liability obtained or growing out of said claims, liabilities, or judgments, including reasonable attorney's fees and costs.
18. All materials and exhibits submitted in the bid response shall become the property of Hamilton Township and will not be returned to the bidder. All bids received constitute public information as a matter of statutory law and will be made available for public inspection and copying upon request by members of the public pursuant to the requirements of Section 149.43 of the Ohio Revised Code. Any portion of the bid that the bidder requires to be treated as confidential in nature must be marked to that effect and provided that the information falls within an appropriate exemption enumerated under Section 149.43 of the Ohio Revised Code, that portion will not be considered public record. **A blanket indication of confidentiality or privilege will not be accepted and unless specific materials that fall within the appropriate statutory exemption are identified, the entire bid response will be treated as public record.**
19. By submitting its bid, the Bidder agrees that the Owner's determination of which bidder is the lowest and best bidder shall be final and conclusive, and that if the Bidder or any person on its behalf challenges such determination in any legal proceeding, whether or not proven, the Bidder will indemnify and hold the Owner and its employees and agents harmless from any claims included or related to such legal proceeding, whether or not proven, and from legal fees and expenses incurred by the Owner, its employees, or agents that arise out of or are related to such challenge.
20. Compliance with Applicable Laws

By submitting a bid for Work on the Project, the Bidder acknowledges that it is in compliance with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

a. Equal Employment Opportunity/Nondiscrimination. The Bidder agrees that if it is awarded a contract that in the hiring of employees for performance of work under the contract or any subcontract, neither it nor any subcontractor, or any person acting on its behalf or its subcontractor's behalf, by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform work to which the employment relates. The Bidder further agrees that neither it nor any subcontractor or any person on its behalf or on behalf of any subcontractor, in any manner, shall discriminate against or intimidate any employees hired for the performance of the work under the contract on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.

b. Ethics Laws. The Bidder represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

c. Debarment, suspension, and other responsibility matters.

21. Findings for Recovery

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

22. Prevailing Wage

The successful Bidder and all of its subcontractors, regardless of tier, will strictly comply with its obligation to pay a rate of wages on the Project not less than the rate of wages fixed for this Project under Section 4115.04 of the Ohio Revised Code. Additionally, the successful Bidder will comply with all other provisions of Chapter 4115 of the Ohio Revised Code.

INFORMATION AND INSTRUCTIONS FOR BIDDERS

1. Receipt and Opening of Bids

Hamilton Township, (herein called the "Owner"), invites bids on the forms attached hereto, all blanks of which must be appropriately filled in.

Bids will be received by the Owner at the office of Hamilton Township until **12:00** PM local time on **October 17, 2025**, and then at said office publicly opened and read aloud. The envelopes containing the bids in **TRIPLICATE** (one (1) original and two (2) copies with each copy stamped "COPY") must be sealed, bearing on the outside of the envelope the name of the Bidder, address, and the name of the Project: **Mounts Park Stream Restoration and Improvements, Phase 1**.

The sealed envelopes shall be addressed to Hamilton Township at 7780 South State Route 48, Hamilton Township, Ohio 45039. If forwarded by mail, the sealed envelope containing the bid shall be enclosed in a separate envelope addressed as specified above.

The Owner in its sole discretion may consider any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid for a period of sixty (60) days after the actual date of the opening thereof.

2. The Bidder shall take the following precautions in preparing its bid:

- 2.1 Sign the bid and check to ensure all blank spaces have been filled in with the requested information and that the specified accompanying documents have been included in a sealed opaque envelope and addressed as required.
- 2.2 When the Bid Form provides for quoting either an addition or a deduction for an Alternate item, indicate whether the sum named is an addition or a deduction. If it is not indicated, it will be conclusively presumed that the amount is a deduction.
- 2.3 When the Bid Form provides for quoting a unit price, the Bidder should quote the unit price as set forth in the Contract Documents.
- 2.4 When applicable, make sure that the Bid Guaranty is properly executed and signed by:

- The Bidder
- The Surety or Sureties

- 2.5 Make sure that the amount of the Bid Guaranty (if the Bid Guaranty is in the form of a certified check, letter of credit, or cashier's check) is for a specific sum in an amount as instructed in Paragraph 9 below. If the Bid Guaranty is in the form of the Bid Guaranty and Contract Bond, the amount may be left blank; if an amount is inserted, it must equal the total of the base bid plus the amount of all add alternates included in the bid. If inserted, then the failure to state an amount equal to the total of the base bid and all add alternates shall make the bid non-responsive if the Owner selects alternates not included in the amount.
- 2.6 Make sure that the appropriate bid package and scope of work is inserted in the correct space on the Bid Guaranty and Contract Bond Form. Failure to include work covered by the bid submitted may make the bid non-responsive.

3. Preparation of Bid

Each bid must be submitted on the prescribed Bid Form on pages A-21, A-22, and A-23. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures. The total amount of the bid shall also be transcribed to the Bid Recap Form on page A-19. If a discrepancy or inconsistency is discovered between the Bid Recap Form on page A-19 and the Bid Form on pages A-21, A-22, and A-23, the Bid Form on pages A-21, A-22, and A-23 shall govern. The wording on the Bid Form pages A-21, A-22, and A-23 shall be used without change, alteration, or addition. Any change in the wording or omission of specified accompanying documents may cause the bid to be rejected. If there is an inconsistency or conflict in the bid amount, the lowest amount shall control, whether expressed in numbers or words.

Bidders shall note receipt of Addenda on the Bid Form. If the Bidder fails to acknowledge receipt of each Addendum, the Bid may be deemed non-responsive, unless the Bid amount clearly and unambiguously reflects receipt of the Addendum, or the Addendum involves only a matter of form and does not materially affect the price, quantity or quality of the Work to be performed

4. Pre-Bid Meeting

A Mandatory Pre-Bid Meeting will be held at the Mounts Park, 4851 Stubbs Mills Road, Morrow, Ohio 45152 at 1:00 PM Local Time on Wednesday, October 1, 2025. All prospective bidders are strongly encouraged to attend. The Owner shall not be held liable if a bidder is unable to attend due to technical or other issues or obstructions.

5. Status of Environmental Permitting

An individual 401 water quality certification and 404 nationwide permit 38 were acquired for the Project in 2022 and 2021, respectively. Since acquisition of these permits, design updates have been completed in 2025. These updates do not change the scope and intent of the original permitted design or proposed impacts and mitigation requirements. All nationwide permits issued before 2022 are required to undergo a reverification process for work performed after 2022. The 404 Nationwide Permit reverification process was started in June of 2025 and agency response and authorization is expected by September of 2025. A modification request for the 401 individual water quality certification was submitted to the Ohio EPA in August 2025 outlining the proposed changes to the Project construction schedule with phases of work. The 401 water quality certification of the work proposed herein is still considered active.

6. Subcontract

The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner and/or his Representative. The bidder awarded the contract shall execute the Subcontract Form developed by the Ohio Department of Administrative Services with each Subcontractor in accordance with Section 153:1-3-02 of the Ohio Administrative Code. The Subcontract Form shall incorporate these General Instructions/Specifications into the Subcontract as if fully written therein.

7. Method of Bidding

The Owner invites the following bid:

Mounts Park Stream Restoration and Improvements, Phase 1

8. Qualifications of Bidder

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

9. Bonds and Guarantees

9.1 Bid Guaranty: Bidder shall furnish a Bid Guaranty, in the form prescribed in Sections 153.54, 153.57, and 153.571 of the Ohio Revised Code, in the form of either: (1) a bond for the full amount of the Base Bid plus the amount of all Add Alternates included in the Bidder's bid, in the form of

the Bid Guaranty and Contract Bond included in the Contract Documents; or (2) a certified check, cashier's check, or irrevocable letter of credit in a form satisfactory to the Owner in an amount equal to 10% of the bid. Bid amount shall be the total of all sums bid, including all add alternatives, but excluding all deduct alternatives. NOTE: AIA or EJCDC Bid Bond forms are not acceptable.

- 9.2 Contract Bond: The successful Bidder, who, as a Bid Guaranty, submits a certified check, cashier's check, or irrevocable letter of credit in an amount equal to 10% of the bid, shall furnish a Contract Bond in the form Contract Bond included in the Contract Documents in an amount equal to 100% of the Contract Sum. NOTE: AIA or EJCDC Bond forms are not acceptable.
- 9.3 The bond must be issued by a surety company authorized by the Ohio Department of Insurance to transact business in the State of Ohio and acceptable to the Owner. The bond must be issued by a surety capable of demonstrating a record of competent underwriting, efficient management, adequate reserves, and sound investments. These criteria will be deemed to be met if the surety currently has an A.M. Best Company Policyholders Rating of "A-" or better and has or exceeds the Best Financial Size Category of Class VI. Other sureties may be acceptable to the Owner, in its sole discretion.
- 9.4 All bonds shall be signed by an authorized agent of an acceptable surety and by the Bidder.
- 9.5 Surety bonds shall be supported by credentials showing the Power of Attorney of the agent, a certificate showing the legal right of the Surety Company to do business in the State of Ohio, and a financial statement of the Surety.
- 9.6 The Bid Guaranty, as applicable, shall be in the name of or payable to the order of the Owner.
- 9.7 The name and address of the Surety and the name and address of the Surety's Agent should be typed or printed on each bond.

10. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he has received notice of the acceptance of his bid, shall forfeit the bid bond or security as provided in Chapter 153 of the Ohio Revised Code.

11. Time of Completion

Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete this Contract within 180 consecutive calendar days thereafter.

12. Conditions of Work

Each bidder must inform himself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible, the contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of, or interference with, the work of any other contractor; the Owner or his representatives, or services to private property.

13. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications, or other Contract Documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to Paul Goodhue, Owner's Representative, via email at paul.goodhue@goodhueconsulting.com and to be given consideration must be received on or before October 10, 2025 (seven days prior to the date fixed for the opening of bids). Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be emailed, mailed by certified mail, and/or by facsimile with return receipt request to all prospective bidders and/or return facsimile (at the respective address and/or facsimile number furnished for such purposes), not later than three days prior to the date fixed for the opening of bids.

Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

14. Power of Attorney

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

15. Laws and Regulations

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract Documents, and they will be deemed to be included in the Contract Documents the same as though herein written out in full.

16. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect of his bid.

17. Non-Collusion Affidavit

The bidder shall execute the Non-Collusion Affidavit included in the specifications and submit with the bid in **TRIPLICATE** (one (1) original and two (2) copies with each copy stamped "COPY").

18. Affidavit in Compliance With ORC Sections 9.24 & 5719.042

The Bidder shall execute an Affidavit affirming compliance with Sections 9.24 & 5719.042 of the Ohio Revised Code. Such Affidavit requires a statement with respect to the personal property taxes on the general tax list of personal property of Hamilton Township, Ohio.

Affidavit form to be executed is included in the specifications and must be submitted with bid in **TRIPLICATE** (one (1) original and two (2) copies with each copy stamped "COPY").

19. Corporate and Out-of-County Bidders

All successful bidders who are corporate bodies shall furnish, at the time of execution for the Contract, a resolution of the directors of the corporation, bearing the seal of the corporation, evidencing authority of the officer signing the contract to do so; likewise, agents of bonding companies shall furnish power of attorney, bearing seal of the company, evidencing such agents' authority to execute the particular type of bond to be furnished. A copy of these proofs shall be attached to each copy of the Contract.

Particular attention is called to the statutory requirements of the State of Ohio relative to licensing of corporations organized under the laws of any other state.

Any out-of-county bidder must give a correct address in its bid, and if awarded the Contract, must maintain a local headquarters where he can be reached readily.

20. Workers' Compensation

The Contractor shall furnish three (3) copies of official certificate, receipt, or other satisfactory evidence showing that he has paid the Ohio State Industrial Insurance Premium required under the Ohio State Workers' Compensation Act

and shall be at all times during the life of the contract covered herein, keep such insurance in full force and effect.

Workers' compensation insurance must be provided for every person employed on the Project whether or not the insurance is required by the Ohio Law.

21. Non-Discrimination Provisions

The Contractor to whom the contract is awarded shall comply fully with the provisions of Section 153.59 and Section 153.60, Ohio Revised Code, relative to non-discrimination.

22. Contract Execution

Within calendar (10) calendar days of the award of the Contract, or such other time designated by Hamilton Township after award of the Contract, the successful Bidder shall execute and deliver to the Owner the required number of copies of the Owner-Contractor Agreement, in the form included in the Contract Documents, and all accompanying documents requested, including, but not limited to, a Contract Bond (if applicable), insurance certificates, Stormwater Pollution Prevention Program (if applicable), and a valid Workers' Compensation Certificate. The successful Bidder shall have no property interest or rights under the Owner-Contractor Agreement until the Agreement is executed by the Owner.

23. Affidavit as to Personal Property Taxes. Each successful Bidder shall submit, prior to the time of the entry into the Contract, an affidavit in the form required by Section 5719.042, Ohio Revised Code, regarding the status of the Bidder's personal property taxes. A copy of the affidavit form is included with the Contract Documents.

24. Qualifications Statement. Each Bidder will submit with its bid a completed Contractor Qualifications Statement, which is included with the Contract Documents, and thereafter provide the Design Professional promptly with such additional information as the Design Professional may request regarding the Bidder's qualifications. A Bidder shall submit any requested additional information within 24 hours of the date on the request.

25. The failure to submit requested information on a timely basis may result in the determination that the Bidder has not submitted the lowest and best bid.

26. By submitting its bid, the Bidder agrees that the Owner's determination of which bidder is the lowest and best bidder shall be final and conclusive, and that if the Bidder or any person on its behalf challenges such determination in any legal proceeding, whether or not proven, the Bidder will indemnify and hold the Owner and its employees and agents harmless from any claims included or related to such legal proceeding, whether or not proven, and from legal fees and

expenses incurred by the Owner, its employees, or agents that arise out of or are related to such challenge.

27. Commencement of Work

The Contractor shall not commence work under this contract until he has obtained all insurance required and such insurance has been approved by Hamilton Township, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required for coverage of subcontractor has been so obtained and approved.

28. Prevailing Wage Schedule

The Contractor shall post at conspicuous points on the site of the Project a schedule showing all determined minimum wage rates and all authorized deductions, from unpaid wages actually earned. Updates to the wage rate schedule issued for this contract will be forwarded to the Contractor for posting and distribution to subcontractors.

29. Right to Withhold Payment

Hamilton Township reserves the right to withhold a sufficient amount from any payment due to the Contractor to cover (a) payments that may be past due and payable for just claims for labor or materials furnished in and about the performance of the work on the Project under this contract: (b) for defective work not remedied, and (c) for failure of the Contractor to make proper payments to his subcontractor.

30. Method of Award

All bids shall remain open for acceptance for sixty (60) days following the day of the bid opening, but the Owner may, in its sole discretion, release any bid and return the Bid Guaranty prior to that date. The Bid Guaranty shall be subject to forfeiture, as provided in the Ohio Revised Code, if a bid is withdrawn during the period when bids are being held.

- A. The Owner reserves the right to reject any, part of any, or all bids and to waive any informalities and irregularities. The Bidder expressly acknowledges this right of the Owner to reject any or all bids or to reject any incomplete or irregular bid. Bidders must furnish all information requested on or accompanying the Bid Form. Failure to do so may result in disqualification of the bid.
- B. Determination of the Lowest and Best Bid. Subject to the right of the Owner to reject any or all bids, the Owner will award the Contract for the Work to the

bidder submitting the lowest and best bid that is responsive to the bidding requirements, taking into consideration accepted alternates. In evaluating bids, the Owner may consider the qualifications of the Bidders, whether or not the bids comply with the prescribed requirements, and alternates and unit prices, if requested, on the Bid Form. The Owner may also consider the qualifications and experience of subcontractors and suppliers. The Owner may conduct such investigations as are deemed necessary to establish the qualifications and financial ability of the Bidder and its subcontractors and suppliers. The factors the Owner may consider in determining which bid is the lowest and best bid include the factors set forth below. The Owner, in its discretion, may consider and give such weight to these criteria as it deems appropriate.

1. The Bidder's work history. The Bidder should have a record of consistent customer satisfaction and of consistent completion of projects, including projects that are comparable to or larger and more complex than the Owner's Project, on time and in accordance with the applicable Contract Documents, and based upon the Bidder's claims history. If the Bidder's management operates or has operated another construction company, the Owner may consider the work history of that company in determining whether the Bidder submitted the lowest and best bid.

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

The Bidder authorizes the Owner and its representatives to contact the owners and design professionals (and construction managers, if applicable) on projects on which the Bidder has worked and authorizes and requests such owners and design professionals (and construction managers) to provide the Owner with a candid evaluation of the Bidder's performance. By submitting its bid, the Bidder agrees that if it or any person, directly or indirectly, on its behalf or for its benefit brings an action against any of such owners or design professionals (or construction managers) or the employees of any of them as a result of or related to such candid evaluation, the Bidder will indemnify and hold

harmless such owners, design professionals (and construction managers) and the employees of any of them from any claims, whether or not proven, that are part of or are related to such action and from all legal fees and expenses incurred by any of them arising out of or related to such legal action. This obligation is expressly intended for the benefit of such owners, design professionals (and construction managers), and the employees of each of them.

2. The Bidder's financial ability to complete the Contract successfully and on time without resort to its Surety.
3. The Bidder's prior experience with similar work on comparable or more complex projects.
4. The Bidder's prior history for the successful and timely completion of projects, including the Bidder's history of filing claims and having claims filed against it.
5. The Bidder's equipment and facilities.
6. The adequacy, in numbers and experience, of the Bidder's work force to complete the Contract successfully and on time.
7. The Bidder's compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act, the Ohio Prevailing Wage laws, and Ohio ethics laws.
8. The Bidder's participation in a drug-free workplace program acceptable to the Owner, and the Bidder's record for both resolved and unresolved findings of the Auditor of State for recovery as defined in Section 9.24 of the Ohio Revised Code.
9. The Owner's prior experience with the Bidder's surety.
10. The Bidder's interest in the Project as evidenced by its attendance at any pre-bid meetings or conferences for bidders.
11. Depending upon the type of the work, other essential factors, as the Owner may determine and as are included in the Specifications.
12. The number of years the Bidder has been actively engaged as a contractor in the construction industry.
13. Financial responsibility demonstrated by the Bidder and whether Bidder possesses adequate resources and availability of credit, the means and ability to procure insurance and acceptable performance bonds required for the Project and whether any claims have been made against performance bonds secured by the bidder on other construction projects.
14. The foregoing information with respect to each of the Subcontractors and Suppliers that the Bidder intends to use on the Project.

BID PACKAGE

The bid for **Mounts Park Stream Restoration and Improvements, Phase 1** project must be completed and submitted on the required forms as listed under "**Bid Proposal Package**".

All Bid documents listed below must be submitted in **TRIPLICATE (one (1) original and two (2) copies)**. All copies must be stamped "**COPY**".

- 1) BID:
Five (5) pages supplied by Hamilton Township including: Bid Recap Form and Bid Form.
- 2) BID SECURITY OR GUARANTY (separately for each contract bid):
 - A. Bid Guaranty and Contract Bond: (two (2) pages supplied by Hamilton Township), and effectively dated Power of Attorney (supplied by Bidder).
 - B. Surety Certificate: (to be supplied by Bidder).
 - C. Bid Guaranty: (one (1) page supplied by Hamilton Township and certified check, cashier's check, or letter of credit (supplied by Bidder), in lieu of Bid Bond and Surety Certificate).
- 3) NON-COLLUSION AFFIDAVIT:
One (1) page supplied by Hamilton Township.
- 4) AFFIDAVIT AFFIRMING COMPLIANCE WITH SECTIONS 9.24 & 5719.042 OF THE OHIO REVISED CODE:
One (1) page supplied by Hamilton Township.
- 5) EXPERIENCE STATEMENT:
One (1) page supplied by Hamilton Township.
- 6) SUBSTITUTION SHEET:
One (1) page supplied by Hamilton Township.
- 7) LIST OF SUBCONTRACTORS:
One (1) page supplied by Hamilton Township.
- 8) COMPLETED CONTRACTOR QUALIFICATIONS STATEMENT
Eleven (11) pages supplied by Hamilton Township.

BID RECAP FORM

Mounts Park Stream Restoration and Improvements, Phase 1

Bidder information:

Bidder Name: _____

Address: _____

Addenda Receipt Acknowledgement:

Addenda: _____ Date Received: _____

Addenda: _____ Date Received: _____

Addenda: _____ Date Received: _____

Bid Security:

(Check & Complete the Appropriate Section)

1. _____ Bid Guaranty & Contract Bond

Surety Company: _____

Address: _____

2. _____ Bid Guaranty – Check, Letter Of Credit

Amount

\$ _____

Contract(s) Bid:

Mounts Park Stream Restoration and Improvements, Phase 1 Project:

Base Bid Amount:

\$ _____ and

Alternate Bid Amount:

\$ _____

All Information provided on this Bid Recap Form is believed to be accurate and consistent with the information provided on pages A-21 through A-23 of the Contract Documents. The information provided is for the convenience of Hamilton Township and will be read aloud at the bid opening. This form and all information contained herein is **NOT** intended to take the place of any information contained in the Bid Package as described on page A-18. Should any inconsistent information be provided, the information on pages A-21 through A-23 shall govern and any discrepancy hereon shall not be cause for rejection of bid.

Bidder
Title
Date

BID FORM

Place: _____

Date: _____

Proposal of _____,
(Insert Bidder's Name)

(hereinafter called "Bidder") A _____
(Insert either Corporation, a partnership, or an individual)

organized and existing under the laws of the State of _____

doing business as _____.
(Insert Business or Company Name)

TO: Hamilton Township, (hereinafter called "Owner")

The Bidder, in compliance with your Advertisement for Bids for the:
Mounts Park Stream Restoration and Improvements, Phase 1

having examined the Contract Documents, including, but not limited to, the plans and specifications and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed Project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the Project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this Bid is a part.

Bidder hereby agrees to commence work under the Contract Documents on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete Mounts Park Stream Restoration and Improvements, Phase 1 project within 180 consecutive calendar days thereafter.

Bidder hereby acknowledges receipt of the following addenda:

Mounts Park Stream Restoration and Improvements Phase 1

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Base Bid

Item No.	Item Description	Unit	Estimated Quantity	Unit Cost	Total Cost
1	General /Temporary Works	Lump	1		
2	Demolition/Removals	Lump	1		
3	Site Civil	Lump	1		
4	Landscaping	Lump	1		
5	General Allowance (10% of Sum of Items 1 through 4)	Allowance	1		
6	Specific Allowance #1 Buried Unforeseen Site Conditions	Allowance	1	\$20,000.00	\$20,000.00
7	Bid, Performance & Payment Bond	Lump	1		
Total Base Project Bid (Sum Item Bid Amount of Items 1 through 7):					

Alternate Bid

Item No.	Item Description	Unit	Estimated Quantity	Unit Bid Amount
8	Phase 3 – Unit Price Alternate Bid	CY	N/A	

Note: The unit cost is the sum of the material costs and labor costs. The total cost is the unit cost multiplied by the number of units.

Summation of Bid Items

Total Base Project Bid in Figures: \$_____

Total Base Project Bid in Words: \$_____

Total Alternate Unit Bid Amount in Figures: \$_____

Total Alternate Unit Bid Amount in Words: \$_____

Amount of Bid to be shown in both figures and words. In case of discrepancy, the amount tabulated from the unit prices shall govern.

Bidder agrees to complete Mounts Park Stream Restoration and Improvements, Phase 1 project described in the specifications and shown on the plans for the unit price amounts as submitted herewith.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the Contract attached within ten (10) days and deliver a Surety Bond or Bonds as required by the Contract Documents.

(The Bid must be signed by the proprietor if the Bidder is a sole proprietorship, partner if the bidder is a partnership, or president or vice-president if the Bidder is a corporation. If Bid is signed by any other individual, the Bidder must provide written documentation that the individual signing the Bid has the authority to do so on behalf of the Bidder.)

Respectfully submitted;

(Seal – if bid is by a corporation)

(Bidder)

By: _____

(Title)

(Address)

BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

(Here insert full name or legal title of Contractor)

as Principal and

(Here insert full name or legal title of Surety)

as Surety, are hereby held and firmly bound unto the Board of Trustees for Hamilton Township 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:
(Date)

Mounts Park Stream Restoration and Improvements, Phase 1

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 proposals 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 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 bond 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 plans, details, specifications, contract documents, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereto between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lower bidder to perform the work covered by the bid; or in event the Obligee does not award the contract to the next lower 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 null and void, otherwise to remain in full force and effect.

If the Obligee accepts the bid of the Principal and the Principal, within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; 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, materialman, and laborers, for labor performed and materials finished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for benefit of any materialman or laborer having 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 hereunto 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 way 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: _____

By: _____

Title: _____

Address: _____

Surety: _____

Witness: _____

Attorney-in-Fact: _____

Surety Company Address: _____

Surety Agent's Name and Address: _____

BID GUARANTY – CHECK, LETTER OF CREDIT

When a Certified Check, Cashier's Check or Letter of Credit is deposited in lieu of a Bid Guaranty Bond, fill out the following:

The undersigned "Bidder" does hereby deposit with the "Owner" a (Certified Check/
Cashier's Check/Letter of Credit) drawn on the _____, whose
address is _____,
in the sum of _____
(\$_____) dollars

(not less than 10% of bid) to guaranty that if the bid submitted is accepted, the Bidder shall
execute and deliver to the Owner a Contract and Performance Bond in accordance with
the Contract Documents.

Bidder: _____

By: _____

Title: _____

NON-COLLUSION AFFIDAVIT

STATE OF _____

SS:

COUNTY OF W _____

_____, being first duly sworn, deposes and says that:

1) He is _____ of _____
(Owner, Partner, Officer, Representative or Agent) (Company)

the Bidder that has submitted the attached Bid:

2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

3) Such Bid is genuine and is not a collusive or sham Bid:

4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder or to fix any overhead, profit or cost element of the Bid price or Bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Hamilton Township or any person interested in the proposed Contract: and

5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, contrivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant.

Signature: _____

Title: _____

Subscribed and sworn before me this _____ day of _____, 20_____

Notary Public: _____

Printed Name of Notary: _____

My Commission expires: _____

AFFIDAVIT IN COMPLIANCE WITH SECTIONS 9.24 AND 5719.042 OF THE OHIO REVISED CODE

STATE OF _____

SS:

COUNTY OF W _____

Personally appeared before me the undersigned, a bidder in a competitive bidding for

(Name of Firm)

for a _____ contract let by Hamilton Township, who, being
(Type of Product or Service)

duly cautioned and sworn, makes the following statement with respect to the personal property taxes on the general tax list of personal property of Hamilton Township, Ohio:

1) That the undersigned at the time of making this bid on the aforementioned contract was not charged with any delinquent personal property taxes on the general tax list of personal property of Warren County.

2) That this statement is made in compliance with Section 5719.042 to be incorporated into the contract between the parties as provided in that Section of the Ohio Revised Code.

3) That pursuant to Section 9.24 of the Ohio Revised Code, if the Project for which this bid is submitted has been identified as being funded in whole or in part with funds from the State of Ohio, the affiant further certifies that the bidder, if an individual, or if a corporation, any principal owning more than 10% equitable interest in the corporation, does not have a finding for recovery issued by the Auditor of State which remains unresolved as defined in Section 9.24 ORC.

Signature: _____

Title: _____

Subscribed and sworn before me this _____ day of _____, 20_____

Notary Public: _____

Printed Name of Notary: _____

My Commission expires: _____

EXPERIENCE STATEMENT

The Bidder is required to state in detail, in the space provided below, what work of a character similar to this Project that the Contractor has previously performed, to give reference and such other detailed information as will enable the Owner to judge of his responsibility, experience, skill, and financial standing. Among other things, this statement shall include the following: evidence to the effect that the Bidder maintains a permanent place of business; has adequate construction facilities and equipment available for the work under the Contract Documents; evidence to the effect that the Bidder has a suitable financial status to meet obligations incidental to the work; evidence to the effect that the Bidder has appropriate technical experience and has in his employ a sufficient number of skilled and trained workmen to carry to completion, within the contract time, the work to be done under this contract.

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

SUBSTITUTION SHEET

All Bids must be based on the "Standards" specified. Bidder is to list here any "Substitutions" for which consideration is desired, showing the addition or reduction in price to be made, for each, if the substitution is accepted, or stating "No Change in Price," if none is proposed.

BRAND OR MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT	NO CHANGE

It is understood and agreed that the proposal submitted is based on furnishing "Standards" as specified and entitles the Owner to require that such named materials and methods be incorporated in the work, except as Substitutions, if they are accepted, based on the quotations entered above, are subsequently made a part of the written contract.

Signed:_____

Title:_____

LIST OF SUBCONTRACTORS

PROJECT: Mounts Park Stream Restoration and Improvements, Phase 1

Hamilton Township

To: _____

List Subcontractors and others proposed to be employed on the above Project as required by the bidding documents. (To be filled out by the Contractor and returned to the Owner).
The bidder awarded the contract shall execute the Subcontract Form with each Subcontractor in accordance with Section 153:1-3- 02 of the Ohio Administrative Code.

<u>Work</u>	<u>Firm</u>	<u>Address</u>	<u>Phone</u>	<u>Representative</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Document 00 52 14 - State of Ohio Subcontract Form
State of Ohio Standard Requirements for Public Facility Construction

This Agreement is made as of the date set forth below between the Contractor and the Subcontractor in connection with the Project.

Project Number:	N/A
Project Name:	Mounts Park Stream Restoration and Improvements, Phase 1
Site Address:	4851 Stubbs Mill Road Hamilton Township, Ohio 45039
Contractor:	«insert name»
Contractor's Principal Contact:	«insert name»
Address:	«insert street address» «insert city, state zip code»
Subcontractor:	«insert name»
Subcontractor's Principal Contact:	«insert name»
Address:	«insert street address» «insert city, state zip code»
Public Authority:	Hamilton Township
Public Authority Contact:	Jeff Wright
Address:	7780 South State Route 48 Hamilton Township, Ohio 45039

ARTICLE 1 - NATURE OF SUBCONTRACT

1.1 The Subcontractor shall perform the entire Subcontract Work as specified in Exhibit «N» and described in the Contract Documents for the Project.

ARTICLE 2 - COMPENSATION

2.1 The Contractor agrees to pay for the performance of this Subcontract, subject to additions and deductions as provided in the Contract Documents, the Subcontract Sum of «insert Subcontract Sum», comprised of the following:

«insert Subcontract Sum component»	\$«insert amount»
«insert Subcontract Sum component»	\$«insert amount»
«insert Subcontract Sum component»	\$«insert amount»
«insert Subcontract Sum component»	\$«insert amount»

ARTICLE 3 - TIME OF PERFORMANCE

3.1 Time is of the essence. The Subcontractor shall diligently prosecute and complete all Subcontract Work in accordance with the construction progress schedule agreed between the parties.

ARTICLE 4 - CONTRACT DOCUMENTS

- 4.1** To the extent that the contract between the Public Authority and the Contractor applies to the Subcontract Work:
- 4.1.1** The Contractor and the Subcontractor agree to be mutually bound by the terms of the Contract Documents;
 - 4.1.2** The Contractor assumes toward the Subcontractor the rights, remedies, obligations, and responsibilities that the Public Authority has and assumes toward the Contractor;

4.1.3 The Subcontractor assumes toward the Contractor the rights, remedies, obligations, and responsibilities that the Contractor assumes toward the Public Authority; and

4.1.4 The Subcontractor agrees to perform its portion of the Work in accordance with the Contract Documents.

4.2 The Subcontract and any modifications, amendments, or alterations thereto shall be governed, construed, and enforced by and under the laws of the State of Ohio.

4.3 If any term or provision of the Subcontract, or the application thereof to any Person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Subcontract or the application of such term or provision to other Persons or circumstances, shall not be affected thereby, and each term and provision of the Subcontract shall be valid and enforced to the fullest extent permitted by law.

4.4 The Subcontract shall be binding on the Contractor and Subcontractor, their successors and assigns, in respect to all respective covenants and obligations contained in the Contract Documents, but the Subcontractor may not assign the Subcontract without the prior written consent of the Contractor and the Public Authority.

ARTICLE 5 - EFFECTIVENESS

5.1 The Subcontract shall become binding and effective upon execution by the Contractor.

5.2 This Subcontract has been executed in several counterparts, each of which shall constitute a complete original Subcontract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

5.3 Any signatory may deliver a copy of its counterpart signature page to this Subcontract via fax or e-mail. Each signatory shall be entitled to rely upon a signature of any other signatory delivered in such a manner as if such signature were an original.

ARTICLE 6 - REPRESENTATIONS

6.1 Contingent Assignment. The Contractor's contingent assignment of this Subcontract to the Public Authority, as provided in the Contract, is effective after termination of the Contractor by the Public Authority and the Public Authority's acceptance of the assignment in writing to the Subcontractor. The Subcontractor consents to the assignment and shall be bound at the same price and terms as in the Subcontract to the Public Authority. Unless the Public Authority takes assignment of the Subcontract, the Subcontractor will not have any contractual rights against the Public Authority.

6.2 Intended Third-Party Beneficiary. The Public Authority is an intended third party beneficiary of the Subcontract, entitled to enforce any rights thereunder for its benefit.

6.3 Insurance. The Subcontractor shall maintain insurance in accordance with the Contract Documents. Exhibit «N» sets forth the minimum limits of liability for the insurance required in the Contract Documents.

6.4 Right to Audit. The Subcontractor agrees that the Public Authority or any agents designated by the Public Authority have access to and the right to audit and the right to copy at the Public Authority's cost all of the Subcontractor's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, and memoranda relating to the Work for a period of not less than 3 years following completion of the Work consistent with Ohio Revised Code ("ORC") Section 149.43 with regard to the Public Authority's obligation to maintain confidentiality of trade secrets.

6.5 Indemnity. To the fullest extent permitted by law, the Subcontractor shall indemnify, defend, and hold harmless the Public Authority, the Contractor, their consultants and employees from all claims and expenses for bodily injury and property damage other than to the Work itself that may arise from the performance of the Subcontract Work, including reasonable attorneys' fees, costs and expenses, but only to the extent caused by the negligent acts or omissions of the Subcontractor or a person or entity for whom the Subcontractor may be liable. This Subcontract does not require a Subcontractor to waive its immunity under the Workers Compensation laws of Ohio from claims brought against the Subcontractor by the Subcontractor's employees.

6.6 Prompt Pay. The Contractor shall at a minimum make payments to the Subcontractor in accordance with Applicable Law, including ORC Section 4113.61. Progress payments to the Subcontractor for satisfactory performance of Subcontract Work shall be made no later than 10 days after receipt by the Contractor of payment from the Public Authority for Subcontract Work.

6.7 Retainage. Subcontractor retainage shall be at a rate equal to the percentage retained from the Contractor's payment by the Public Authority for the Subcontract Work, unless a lesser percentage is otherwise specified.

6.7.1 Labor Payments.

6.7.1.1 Partial payments to the Subcontractor for labor performed shall be made at the rate of 92 percent of the amount invoiced through the Subcontractor's request for payment that shows the Work of the Subcontractor is 50 percent complete.

6.7.1.2 After the Work of the Subcontractor is 50 percent complete, as evidenced by payments of at least 50 percent of the total amount due under the Subcontract, no additional funds shall be retained from payments for labor.

6.7.2 Material Payments.

6.7.2.1 The Contractor shall pay the Subcontractor at the rate of 100 percent of the scheduled value for materials incorporated into the Project.

6.7.2.2 The Contractor shall pay the Subcontractor at the rate of 92 percent of the invoice cost, not to exceed the scheduled value, for materials delivered to the Site, or other off-site storage location approved by the A/E, provided the Subcontractor provides the following information with its request for payment:

- .1** a list of the fabricated materials consigned to the Project, giving the place of storage, together with copies of invoices, in order to verify quantity and cost; and
- .2** a certification of materials stored off-site, prepared by the Subcontractor and signed by the A/E to evidence that the materials are in conformity with the Specifications and have been tagged with the Project name and number for delivery to the Project. The Subcontractor shall reimburse the A/E, through the Contractor, for all costs incurred to visit a storage site, other than the areas adjacent to the Project.
- .3** The Contractor shall pay the balance of the scheduled value when the materials are incorporated into and become a part of the Project.

6.8 Warranty. The Subcontractor fully warrants, for the benefit of the Public Authority, that all materials and equipment shall be new unless otherwise specified, of good quality, in conformance with the Contract Documents and free from defective workmanship or materials.

6.9 Non-Waiver of Lien Rights or Payment Bond Rights. This Subcontract shall not prohibit a Subcontractor from exercising its rights under ORC Chapter 1311 or under any Contractor-provided payment bond.

6.10 Non-Discrimination. The Subcontractor agrees to fully comply with Applicable Law regarding equal opportunity, including ORC Section 153.59 and, to the extent applicable, all Executive Orders issued by the Governor of the state of Ohio.

6.11 Dispute Resolution. The supplemental conditions to this Subcontract shall provide for a dispute resolution process comparable to the Contract's dispute resolution process in terms of timing, notice, substantiation, and informal dispute resolution efforts. The dispute resolution process provided in the supplemental conditions shall result in prompt access to the ultimate dispute resolution mechanism selected by the parties.

6.12 In the event that any supplemental conditions or other Subcontract terms conflict with the **State of Ohio Subcontract Form**, the **State of Ohio Subcontract Form** takes precedence and this Subcontract shall be read and enforced to include the provisions of the **State of Ohio Subcontract Form**.

6.13 The following exhibits are attached to and are a part of this Subcontract:

6.13.1 Exhibit A:

6.13.2 Exhibit B:

6.13.3 Exhibit C:

6.13.4 Exhibit D:

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Subcontract Form.

«INSERT SUBCONTRACTOR'S NAME»

«INSERT CONTRACTOR'S NAME»

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

END OF DOCUMENT

CONTRACTOR'S QUALIFICATION STATEMENT

SUBMITTED TO:

**Hamilton Township
7780 South State Route 48
Hamilton Township, Ohio 45039**

NAME OF PROJECT: **Mounts Park Stream Restoration and Improvements, Phase 1**

SUBMITTED BY: _____

CONTRACTOR PROJECT CONTACT NAME: _____

ADDRESS: _____

EMAIL: _____

PHONE: _____

PRINCIPAL OFFICE: _____

- ☐ Corporation
☐ Partnership
☐ Individual
☐ Joint Venture
☐ Other

#	Question	Response
1 - Organization		
1.1	How many years has your organization been in business as a Contractor in the construction industry?	
1.2	How many years has your organization been in business under its present business name?	
1.2.1	Under what other or former names has your organization operated?	
1.3	Is your organization a corporation? If yes, answer #1.3.1 – 1.3.6	
1.3.1	Date of incorporation	

1.3.2	State of incorporation	
1.3.3	President's name	
1.3.4	Vice President's name(s)	
1.3.5	Secretary's name	
1.3.6	Treasurer's name	
1.4	Is your organization a partnership? If yes, answer #1.4.1 – 1.4.3	
1.4.1	Date of organization	
1.4.2	Type of partnership (if applicable)	
1.4.3	Name(s) of general partner(s)	
1.5	Is your organization individually owned? If yes, answer #1.5.1 – 1.5.2	
1.5.1	Date of organization	
1.5.2	Name of owner	

1.6	If the form of your organization is other than those listed above, describe it and name the principals.	
2 - Licensing		
2.1	List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.	
2.2	List jurisdictions in which your organization's partnership or trade name is filed.	
2.3	List any suspension or revocations of any professional license of any director, officer, owner, or managerial employees of your organization, to the extent that any work to be performed on this Project is within the field of such licensed profession.	
3 - Financing: After bid opening, within 24 hours of a request made by the Owner or Design Professional, the apparent low Bidder and any other Bidder must submit additional financial information as requested.		
4 - References		

4.1	Trade References	
4.2	Bank References	
4.3	Surety – name of bonding company	
4.4	Surety – name and address of agent	
5 – Claims and Organization History		
5.1	Attach your organization’s record for both resolved and unresolved findings of the Auditor of the State of Ohio for recovery as defined in Section 9.24 of the Ohio Revised Code. If none, state “none”.	
5.2	Does your organization participate in a drug-free workplace program?	
5.3	Has your organization ever failed to complete any work or failed to complete any work by the substantial completion date, final completion date, or in a timely manner? If yes, attach details.	

5.4	<p>Within the last five (5) years has your organization or any of its officers prosecuted any Claims, had any Claims prosecuted against it or them, or been involved in or is currently involved in any mediation or arbitration proceedings or lawsuits related to any construction project, or has any judgments or awards outstanding against it or them? If the answer is yes, please attach the details for each Claim, including the names and telephone numbers of the persons who are parties, the amount of the Claim, the type of Claim and basis for the Claim, and the outcome.</p> <p>Note: As used in this document “Claim” means a Claim initiated under the Contract Documents for a project or relating to the Work for a project, including Claims made against performance bonds secured by the Contractor on other construction projects.</p>	
5.5	<p>Has your organization ever failed to comply with federal, state, and local laws, rules and regulations including but not limited to the Occupational Safety and Health Act, the Ohio Prevailing Wage laws, and Ohio ethics laws? If yes, please attach details and reason(s) for each instance and the outcome including any fines or penalties imposed.</p>	
5.6	<p>Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? If the answer is yes, please attach details for each instance, including the names and telephone numbers of the persons who are parties to the contract, and the reason(s) the contract was not completed.</p>	
5.7	<p>If any of the following members of your organization's management – president, chairman of the board, or any director – operates or has operated another construction company during the last five (5) years, identify the member of management and the name of the construction company.</p>	
5.8	<p>If your organization is operating under a trade name registration with the Secretary of State for the State of Ohio, identify the entity for which the trade name is registered. If none, state “none.”</p>	

5.9	If your organization is a division or wholly-owned subsidiary of another entity or has another relationship with another entity, identify the entity of which it is a division or wholly-owned subsidiary or with which it has another relationship and also identify the nature of the relationship. If none, state "not applicable."	
5.10	List any projects within the previous five years where a public entity determined that your organization was not a responsible bidder, including the name of the public entity, the reasons given by the public entity, and an explanation thereof.	
6 - Experience		
6.1	List the categories of work that your organization normally performs with its own forces	
6.2	State average annual amount of construction work your organization has performed during the last five years	
6.3	State total amount of work in progress and under contract	
6.4	Describe the size and experience of your organization's work force and your equipment and facilities, in relation to your organization's ability to complete the Project successfully and on time.	
6.5	<p>In the chart below, provide the following information for each contract your organization has had during the last 5 years, including current contracts, where the Contract Sum is/was 50% or more of the bid amount for this Project, including add alternates. Include details regarding timeliness of performance and quality of work.</p> <p>List the original contract price for each project, the amount of any change orders or cost overruns on each, and the reasons for the change orders or cost overruns, and your organization's record for complying with and meeting completion deadlines on construction projects.</p> <p>If there are more than 10 of these contracts only provide information on the most recent 10 contracts, including current contracts.</p>	

Project/Scope of Work	Original Contract Sum	Amount of any change orders or cost overruns and reasons	Completion deadlines met?	Owner's Contact & Telephone Number	Engineer's or Architect's Representative Name & Telephone Number

Project/Scope of Work	Original Contract Sum	Amount of any change orders or cost overruns and reasons	Completion deadlines met?	Owner's Contact & Telephone Number	Engineer's or Architect's Representative Name & Telephone Number

- 6.6 In the chart below, provide the following information for each project your organization has had during the last 5 years, which your organization believes is of comparable or greater size and complexity than the Owner's project. If there are more than 5 of these projects, only provide information on the most recent 5 projects, including current projects.

Project and Scope of Work	Contract Sum	Owner's Contact & Telephone Number	Engineer's or Architect's Representative Name & Telephone Number

- 6.7 In the chart below, list the construction education, training and construction experience for each person who will fill a management role on the Project, including without limitation the Project Executive, Project Engineer, Project Manager, and Project Superintendent. For each person listed, include with the other information, the last three projects on which the person worked and the name and telephone number of the design professional and the Owner. Attach a separate sheet if necessary, identifying the question number.

Name/Role	Education and Training	Project #1, Owner & A/E Contact, Telephone Number	Project #2, Owner & A/E Contact, Telephone Number	Project #3, Owner & A/E Contact, Telephone Number

Name/Role	Education and Training	Project #1, Owner & A/E Contact, Telephone Number	Project #2, Owner & A/E Contact, Telephone Number	Project #3, Owner & A/E Contact, Telephone Number

6.8	In the chart below, list construction projects your organization has in progress with an original Contract Sum of more than \$100,000.00, giving the name of project, owner and its telephone number, design professional and its telephone number, contract amount, percent complete and scheduled completion date. Attach a separate sheet if necessary, identifying the question number.
-----	---

Project/Scope of Work	Contract Sum	Scheduled Completion Date	% Complete	Owner's Contact & Telephone Number	Engineer's or Architect's Representative Name & Telephone Number

Additional Criteria. The Owner, in its discretion, reserves the right to request additional information and documentation relating to the foregoing and related to any of the criteria listed in the Bidding and Contract Documents after the bid opening. The Owner may consider such information and documentation in determining which bidder is the lowest responsible. The Owner, in its discretion, may consider and give such weight to any and all criteria as it deems appropriate.

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

SIGNATURE_____

Dated at this ____ day of _____, 20__.

Name of Organization: _____

By: _____[PRINT NAME]

Signature: _____

Title: _____

_____, being duly sworn, deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading. The notarial act certified hereby is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

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

Notary Public

My Commission Expires: _____

SEAL

CONTRACT

THIS AGREEMENT, made this the ____ day of _____, 20____, by and between Hamilton Township Trustees, Hamilton Township, hereinafter called the "Owner" or "Hamilton Township"

and _____, (strike out inapplicable terms)
(name of contractor)

doing business as _____
(a) an individual (b) a partnership, (c) a corporation,

organized under the laws of the _____,
(City, town, or village where main office is organized)

County of _____, and State of _____, hereinafter called "Contractor."
(county) (state)

Witneseth: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follow:

Mounts Park Stream Restoration and Improvements, Phase 1 hereinafter called the "PROJECT",

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

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

- A. Advertisement for Bids;
- B. General Instructions to Bidders;
- C. Information and Instructions for Bidders;
- D. Bid Package;
- E. Bid Recap Form;
- F. Bid Form;
- G. Experience Statement;
- H. Contractor Qualification Statement;
- I. Contract, including all forms included in the Project Manual;
- J. Executed Contract Bond;
- K. General Conditions;
- L. Project Schedule;
- M. Project Drawings and Specifications;
- N. Addenda issued;

- O. Contract Provisions for Non-Federal Entity Contracts under Federal Awards
- P. Modifications issued after the execution of the Agreement, including:
 - i. A Change Order;
 - ii. A Work Change Directive; or,
 - iii. A written order for a minor change of the Work issued by the Design Professional in accordance with the General Conditions.

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

Note: Non-Contract Documents. Reports and tests of subsurface conditions at or contiguous to the Site that the Design Professional has used in preparing the Contract Documents are not Contract Documents. Geotechnical data is not a warranty of subsurface conditions and is not to be relied upon as a complete representation of all possible soil conditions. Neither Owner nor its consultants warrant the accuracy of the geotechnical data. It is possible that there may be other reports, and/or tests of subsurface conditions at or contiguous to the Site not prepared by or on behalf of Owner. The Owner makes no representation about such reports and/or tests, assuming they exist. Additional information, if needed by Contractor for geotechnical data or site survey, shall be obtained by the Contractor at no additional cost to Owner. The General Conditions, as modified, contain additional terms related to these reports and tests.

Contractor may rely upon the general accuracy of the “technical data” contained in such reports and drawings listed below, and except for such reliance on “technical data,” Contractor shall not rely upon or make any claim against Owner or Architect with respect to: (1) the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or (2) other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or (3) any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information. For example, all interpolations and extrapolations of data performed by Contractor to estimate locations or quantities of subsurface strata are independent factual assumptions which Owner does not warrant.

Note: Non-Contract Documents. Reports and drawings related to any Hazardous Conditions at the Site are not Contract Documents. The General Conditions, as modified, contain additional terms related to these reports and drawings.

- 2. DESIGN PROFESSIONAL RELATIONSHIP.** The Contract Documents shall not be construed to create a contractual relationship of any kind between the Design Professional and the Contractor or any Subcontractor or Material Supplier to the Project. The Design Professional, however, shall be entitled to performance of the obligations of the Contractor intended for its benefit and to enforcement of such obligations, but nothing contained herein shall be deemed to give the Contractor or any third party any claim or right of action against the Design Professional that does not otherwise exist without regard to this Contract. The Contractor and its Subcontractors shall not be deemed to be beneficiaries of any of the acts or services of the Design Professional that are performed for the sole benefit of the Owner. Except as otherwise set forth herein, the Contractor shall communicate with the Owner through the Design Professional. Contractor shall copy Owner on all communications that may result in a request for an adjustment to the Contract Time or Contract Sum.

The Design Professional is:

Stantec Inc.

3. TIME FOR COMPLETION (“CONTRACT TIME”) AND PROJECT COORDINATION.

3.1 DATE OF COMMENCEMENT. The date of commencement of the Work shall be the date identified as the “Date of Commencement” in the Notice to Proceed issued by the Owner, or by the Owner through the Design Professional, to the Contractor, or if there is no Notice to Proceed, the effective date of this Agreement.

3.2 DATE FOR FINAL COMPLETION. The Project and Work for the Project consists of all labor, materials, equipment, and services necessary for construction of the Project, all in accordance with the Drawings and Specifications prepared by the Design Professional. The Contractor shall achieve Final Completion of its Work on the Project, as defined in the General Conditions, within **180 calendar days** of the date of the Notice to Proceed (“Date for Final Completion” or “Final Completion”).

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

3.4 CONSTRUCTION SCHEDULE. The Construction Schedule shall be developed by Contractor as provided in the Contract Documents. The Contractor's obligation to furnish requested scheduling information is a material term of its Contract. The

Construction Schedule is for the purpose of coordinating the timing, phasing and sequence of the Work of the Contractor and shall not change or modify the Date for Completion. The Date for Final Completion shall only be changed or modified by Change Order, other Modification or by a Claim that is Finally Resolved, regardless of any dates in the Construction Schedule. "Finally Resolved" means that the design professional has made a decision on the Claim under the Contract Documents, and that any litigation regarding the Claim has been concluded.

3.5 LIQUIDATED DAMAGES. If the Contractor does not have its Work on the Project complete by the specified Date for Final Completion, the Contractor shall pay the Owner (and the Owner may set off from sums coming due the Contractor) Liquidated Damages in the per diem amount(s) identified in the chart below:

Contract Sum	Liquidated Damages Per Day for Failure to Timely Achieve:
	Final Completion
\$1,000,000.00 or less	\$125
\$1,000,000.01 to \$2,000,000.00	\$250
\$2,000,000.01 to \$5,000,000.00	\$500
\$5,000,000.01 to \$10,000,000.00	\$1,000
\$10,000,000.01 to \$20,000,000.00	\$1,250
\$20,000,000.01 to \$50,000,000.00	\$1,500
\$50,000,000.01 or more	\$2,000

The Contractor acknowledges that such amounts of Liquidated Damages represent a reasonable estimate of the actual damages for loss of or interference with the intended use of the Project that the Owner would incur if the Contractor's Work is not complete by its Date for Final Completion. Any waiver of consequential damages shall not preclude the Owner from recovering Liquidated Damages.

3.5.1 Nothing in this Section shall be construed to diminish Owner's indemnity rights pursuant to this Agreement nor shall it preclude the Owner from recovering its actual damages from the Contractor for third-party claims against the Owner or for damages not attributable to delay.

3.6 Time is of the Essence for the Contractor's performance of the Work.

4. CONTRACT SUM (also called Contract Price). The Contract Sum to be paid by the Owner to the Contractor, as provided herein, for the satisfactory performance and completion of the Work and all of the duties, obligations, and responsibilities of the Contractor under this Agreement and the other Contract Documents is

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

5. RETAINAGE. Retainage applicable to the Contract will be withheld in accordance with Ohio Revised Code Sections 153.12, .13, and .14 and the Modified General Conditions.

5.1 RETAINAGE FOR LABOR. Payments for labor incorporated into the Work will be at the rate of 96% of the amount set forth in Contractor's payment application and approved by Owner, unless the parties agree otherwise. Following Final Completion of the Work or a designated portion thereof, as certified by the Design Professional or confirmed by the Owner, and Owner's receipt of consent of the Contractor's surety, if any, the Owner shall make a payment of retainage applying to such Work. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. The Owner is entitled to withhold 200% of the value of such incomplete or nonconforming Work.

5.2 RETAINAGE FOR MATERIALS AND EQUIPMENT. Payments for materials and equipment will be at the rate of 92% of the invoice cost of materials and equipment delivered to the Project site or other storage site approved by Owner. The balance of the invoice cost will be payable when the materials or equipment are incorporated into the Work. Incorporated into the Work means such materials and equipment are installed and conform to the requirements of the Contract Documents. When payment is made on account of materials or equipment not yet incorporated into the Project, such materials and equipment will become the property of Owner; provided that if such materials or equipment are stolen, destroyed, or damaged before being fully incorporated into the Project, Contractor shall be required to replace them at its expense.

6. PREVAILING WAGE RATES. The Contractor and its subcontractors, regardless of tier, shall strictly comply with their obligation to pay their employees working on the Project site at the applicable prevailing wage rates for the type of work, including any changes thereto, pursuant to Ohio Revised Code Chapter 4115. Contractor shall submit a Certified Payroll Report for payment of prevailing wages with each Application for Payment as well as a final certified payroll report and the required Affidavit of Compliance with its final Application for Payment.

7. GENERAL.

7.1 MODIFICATION. No modification or waiver of any of the terms of this Agreement or of any other Contract Documents shall be effective against a party unless set forth in writing and signed by or on behalf of a party. In the case of the Owner, the person

executing the modification or waiver must be duly authorized by action of the Owner's governing body. Under no circumstances will forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge and agree that it may not rely upon common law waiver or estoppel principles to establish an alleged waiver or modification of this Agreement or the Contract Documents and rather that this Agreement and the Contract Documents can only be waived or modified pursuant to this paragraph. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this Paragraph.

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

7.3 THIRD PARTIES. Nothing contained in the Contract Documents shall create a contractual relationship with or a cause of action in favor of a third party against either Owner or Contractor. However, it is understood that the Owner is an intended third-party beneficiary of Contractor's agreements with its Suppliers, and Subcontractors, and Suppliers' and Subcontractors' agreements with their Sub-Suppliers, and Sub-Subcontractors. Contractor shall incorporate the obligations of this Agreement into its respective agreements and subcontracts.

7.4 LAW AND JURISDICTION. All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties shall be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court for the county in which the Project is located and each party hereby expressly consents to the exclusive jurisdiction of such court. Each party waives its right to remove any such suit to federal court.

7.5 STATUTE OF LIMITATIONS. Regardless of any provision to the contrary, the statute of limitations with respect to defective or non-conforming Work shall not commence until Substantial Completion or until the discovery of the defective or non-conforming Work by the Owner, whichever is later.

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

7.7 APPROVALS. Except as expressly provided herein, the approvals and determinations of Owner will be subject to the sole discretion of Owner and will be valid and binding on the Contractor, provided only that they be made in good faith, i.e., honestly.

If Contractor challenges any such approval or determination, Contractor bears the burden of proving by clear and convincing evidence that it was not made in good faith.

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

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

7.10 PROJECT SAFETY. Contractor must follow all applicable safety and health regulations during the progress of the Project and monitor all of its employees and its subcontractors for compliance with such safety and health regulations. In undertaking the responsibilities set forth in this section, Contractor does not assume any duty of responsibility to the employees of any Subcontractor or supplier, regardless of tier. Owner assumes no responsibility for the development, review, or implementation of any project safety plan or for Project safety and has no authority to direct the means and methods of Contractor.

7.11 EQUAL OPPORTUNITY. Contractor will not, and it will ensure that its Subcontractors, regardless of tier, do not, discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. Such action includes but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of nondiscrimination. Contractor is responsible to ensure that each of its Subcontractors, regardless of tier, states in all solicitations or advertisements for employees placed by them or on their behalf that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

7.12 NO FINDINGS FOR RECOVERY. The Contractor represents that the Contractor is not subject to a finding for recovery under Section 9.24, Ohio Revised Code, or that the Contractor has taken the appropriate remedial steps required under Section 9.24, Ohio Revised Code, or otherwise qualifies under this section. If this representation and warranty is found to be false, the Contract is void, and Contractor will immediately repay Owner any funds paid to Contractor under this Contract.

7.13 NON-DISCRIMINATION. Contractor agrees:

- .1 That in the hiring of employees for the performance of Work under this Agreement or in any subcontract, neither the Contractor, subcontractor, or any person acting on behalf of either of them, shall by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.
- .2 That neither the Contractor, subcontractor, nor any person acting on behalf of either of them shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Agreement on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.
- .3 That there shall be deducted from the amount payable to the Contractor by the Owner under this Agreement a forfeiture of twenty-five dollars (\$25.00) as required by Ohio Revised Code Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement.
- .4 That this Agreement may be canceled or terminated by the Owner and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

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

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

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

7.17 FEDERAL CONTRACT PROVISIONS. The Owner will pay all or part of the Contract Sum using federal funding. Accordingly, the Contract Provisions for Non-Federal Entity Contracts under Federal Award attached hereto.

7.18 ENTIRE AGREEMENT. This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and

will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

However, in the event of any inconsistency, the provisions of this Agreement control over any proposal, document, or other attachment.

IN WITNESS WHEREOF, the parties execute this contract in three (3) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

Attest:

Hamilton Township Trustees
Hamilton Township, Ohio
(Owner)

(Seal)

(Clerk)

By _____
Joseph Rozzi

By _____
Mark Sousa

(Witness)

By _____
Darryl Cordrey

(Contractor)

(Seal)

(Secretary/Witness)

By _____

Title _____

(Witness)

(Address)

Strike out inapplicable terms. Clerk of the Owner should attest. If Contractor is corporation, Secretary should attest. Give proper title of each person executing contract.

PERFORMANCE-PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
(correct name of contractor)

a _____
(a corporation, a partnership, or an individual d.b.a.)

hereinafter called "Principal" and _____
(correct name of surety)

hereinafter called "Surety," are held and firmly bound _____
(correct name of Owner)

hereinafter called "Owner" in the penal sum of _____

Dollars (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the _____ day of _____, 20____,
(leave blank, to be filled in when executed)

a copy of which is hereto attached and made a part hereof for the construction of:

Mounts Park Stream Restoration and Improvements, Phase 1

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original terms thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to

the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or the work or these specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed, each counterpart of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST

_____	_____
(Principal) Secretary	Principal
(Seal)	
_____	By _____ (1)

	Address

Witness as to Principal

Address

ATTEST

_____	_____
(Surety) Secretary	Surety
(Seal)	
_____	Surety Address _____

_____	Surety Agent Address _____
Witness as to Surety	_____

Address	

NOTE: (1) If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list and be authorized to transact business in Ohio.

LAW DIRECTOR'S CERTIFICATE

I hereby certify that I have examined the contract and bond attached between Hamilton Township, and _____, Contractor, and find same to be in accordance with the provisions of law and hereby approve said contract and bond as to form.

Law Director
Hamilton Township, Ohio

_____, 20_____.

CERTIFICATE OF FINAL COMPLETION AND GUARANTY

The _____
(Name of Company)

hereinafter referred to as "Contractor" having heretofore entered into a contract with Hamilton Township dated _____ for the Improvement, Repair, and/or Construction of:

Mounts Park Stream Restoration and Improvements, Phase 1

and in accordance with the terms of said contract do hereby guaranty that all labor, materials, and equipment furnished and work performed by the Contractor and/or his subcontractors under said contract, EXCLUDING restoration and site improvements, is in conformity with such plans and specifications and authorized alterations thereto and that such Improvement, Repair, and/or Construction installed pursuant to said contract is free from imperfect workmanship and materials, and the Contractor agrees to repair at the Contract's sole cost and expense all of the work covered under said contract and change orders which may prove to be defective.

Furthermore, the Contractor agrees to repair at the Contractor's cost, any work which may be affected or disturbed in making the repairs herein contemplated.

The Contractor does further warrant that he knows of no claim for or possible claim for damages or injuries relative to the above work, labor, and material as against himself, his laborers, and employees or his subcontractors, their laborers, and employees except:

(if none, write none)

It is understood and agreed that Hamilton Township, shall be the sole judge of any imperfections, and the within repairs done under their supervision.

We concur that the warranty or performance period for all labor, material, and equipment (EXCLUDING restoration and site improvements) should begin as of:

Guaranty Period Begins:

IN WITNESS WHEREOF, the parties execute this Certificate of Final Completion in one (1) counterpart, of which shall be deemed an original, in the year and day first above mentioned.

(Contractor)

(Secretary/Witness)

By _____

Title _____

Date _____

Hamilton Township

(Witness)

By _____

Title _____

Date _____

CERTIFICATE

(Section 5705.41, R.C.)

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

DATED: _____

Fiscal Officer

PROJECT SCHEDULE

Calendar Date:	Activity:
September 19, 2025	First Advertisement
October 7, 2025 @ 1:00 PM	Pre-Bid Meeting
October 10, 2025 @ 4:30 PM	Deadline to Submit Questions
October 17, 2025 @ 12:00 PM	Bid Due Date and Public Opening
November 6, 2025	Award Date
TBD	Notice to Proceed
TBD	Pre-Construction Meeting
TBD	Final Completion (180 days after Notice to Proceed)

Contract Provisions for Non-Federal Entity Contracts under Federal Awards

All provisions provided below are hereby incorporated by reference into the contract to which this Exhibit is attached (the "Agreement") and by entering into this Agreement, Contractor certifies the following:

Appendix II to Part 200 Contract Provisions

(A) Contracts for more than the simplified acquisition threshold, currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Rule (A) above, the Owner reserves all rights and privileges under the applicable laws and regulations with respect to this procurement process in the event of breach of contract by either party.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Rule (B) above, Owner reserves the right to terminate any agreement resulting from this procurement process, subject to the terms and conditions of the Agreement, if any.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Rule (C) above, this provision is hereby incorporated by reference into the Agreement.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5,

“Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be 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. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must 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 or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Rule (D) above, to the extent applicable, Contractor will follow all applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Rule (E) above, Contractor certifies that Contractor will follow all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of the Agreement.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the

recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Rule (F) above, Contractor certifies that during the term of the Agreement, Contractor agrees to comply with all applicable requirements referenced in Rule (F) above.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree 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).

Pursuant to Rule (G) above, Contractor certifies that during the term of the Agreement, Contractor agrees to comply with all applicable requirements as referenced in Rule (G) above.

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Rule (H) above, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

Pursuant to Rule (I) above, as applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the

Byrd Anti-Lobbying Amendment (31 USC 1352).

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment
(2 C.F.R. § 200.216)

Contractor, nor its subcontractors shall provide or install equipment, services, or systems that uses “covered telecommunications equipment or services” as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, “covered telecommunications equipment” is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); telecommunications or video surveillance services provided by such entities or using such equipment; or telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area
Firms
(2 C.F.R. § 200.321)

The Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Such affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Domestic Preferences
(2 C.F.R. § 200.322)

Contractor agrees, as appropriate and to the extent consistent with law, and to the greatest extent practicable, to purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

For purposes of this section, “produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and “manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Recovered Materials (2 C.F.R. § 200.323)

Contractor agrees to the extent practical it complies with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

Record Retention (2 C.F.R. § 200.334)

The Contractor shall comply with the record retention requirements detailed in 2 CFR § 200.334. Financial records, supporting documents, statistical records, and all other records pertinent to the federal award must be retained for a period of three years from the date of the completion of the project.

Access to Records (2 C.F.R. § 200.337)

The Contractor shall comply with the access to records requirements detailed in 2 CFR § 200.337. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the Contractor which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents.

Intangible Property (2 C.F.R. § 200.315)

The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so. The Contractor shall comply with requirements detailed in 2 CFR § 200.315.

Conflicts of Interest (2 C.F.R. § 200.318)

The Contractor must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Contractor may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Contractor.

Energy Policy and Conservation Act Compliance

To the extent applicable, Contractor certifies that during the term of the Agreement, Contractor will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Buy American Provisions Compliance

To the extent Contractor has agreed to comply with applicable provisions of the Buy American Act with a particular public entity, Contractor certifies that Contractor is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act shall follow the applicable procurement rules calling for free and open competition.

Complying with Federal, State, and Local Laws

Contractor agrees to comply with federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that Contractor certifies compliance with provisions, laws, acts, regulations, etc. as noted above.

Anti-Discrimination Laws

Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or

activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

False Statements

Contractor understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Contractor is encouraged to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

GENERAL CONDITIONS

1. CONTRACT AND CONTRACT DOCUMENTS

The Contract Documents are defined in the Contract, but include the Plans, Specifications, Addenda, Advertisement for Bids, General Instructions to Bidders, Information and Instructions to Bidders, Bid package, Bid Recap Form, Bid Form, Executed Contract Bond, Contract including all exhibits to the Contract, General Conditions, Supplemental General Conditions, and Work and Material Specifications.

2. DEFINITIONS

The following terms as used in this contract are respectively defined as follows:

- a. *"Owner"*: Hamilton Township: A person, firm, agency, commission, or political subdivision empowered by law to contract for the planning and construction of the Project.
- b. *"Owner's Representative"*: Consulting Firm under contract with the Owner to provide construction administration services: The Project representative designated by the Owner to plan and direct the work set forth by the Contract between the Owner and Contractor.
- c. *"Contractor"*: A person, firm, or corporation with whom the Contract is made by the Owner.
- d. *"Subcontractor"*: A person, firm, or corporation supplying labor and materials or only labor for work at the site of the Project for, and under separate contract or agreement with, the Contractor.

3. SHOP OR SETTING DRAWINGS:

The Contractor shall submit promptly to the Owner's Representative a minimum of four (4) copies of each shop or setting drawings. After review and examination of such drawings by the Owner's Representative and the return thereof, the Contractor shall make such corrections to the drawings and shall resubmit to the Owner's Representative four (4) corrected copies. The Owner's Representative will return to the Contractor one (1) approved copy of the shop or setting drawings. If requested by the Owner's Representative, the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Owner's Representative, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Plans and Specifications. As-Built shop or setting drawings shall be forwarded by the Contractor to the Owner's Representative within thirty (30) days of completion of the Project. The As-Built drawings (2 sets will be required) shall be submitted electronically in PDF format, and in CAD format if created in Auto CAD.

4. MATERIALS, SERVICES, AND FACILITIES:

- a. It is understood that, except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature, whatsoever necessary to execute, complete, and deliver the work within the specified time.
- b. Any work necessary to be performed after regular working hours, on Saturdays, Sundays, or Legal Holidays, shall be performed without additional expense to the Owner.
- c. Hamilton Township recognizes the following as Legal Holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

5. TEMPORARY FACILITIES:

a. Sanitary Provisions:

The Contractor shall furnish sanitary facilities for all employees engaged in work at the site. Said sanitary facilities shall meet the requirements and approval of the Owner's Representative and the Warren County Health District having jurisdiction. The said facilities shall be located so as to be easily accessible to all employees at the site and said facilities are to be installed when the first work is begun on the Project.

b. Temporary Electric Service:

Temporary electric power required for the execution of all work shall be furnished by the Contractor.

6. CONTRACTOR'S TITLE TO MATERIALS:

No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

7. INSPECTION AND TESTING OF MATERIALS:

- a. All materials and equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with accepted standards. The Laboratory or inspection agency shall be selected by the Owner. The Contractor will pay for all laboratory inspection service direct, and not as part of the Contract.
- b. Materials of construction, particularly those upon which the strength and

durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended. The Contractor will pay for all inspection and testing as directed by the Owner in conformance with said Specifications.

8. "OR EQUAL" CLAUSE:

Whenever a material or article required is specified or as shown on the plans by using the name of the proprietary product or of a particular manufacturer or vendor, any material or article which will perform adequately the duties imposed by the general design will be considered equal and satisfactory provided the material or article so proposed is of equal substance and function in the Owner's Representative's opinion. It shall not be purchased or installed without Owner's Representative's written approval.

9. PATENTS:

- a. The Contractor shall hold and save the Owner and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in performance of the contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.
- b. License or Royalty Fees: License and/or Royalty Fees for the use of a process which is authorized by the Owner of the Project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Contractor.
- c. If the Contractor uses any design, device, or materials covered by letters, patent, or copyright: he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device, or material. It is mutually agreed and understood, that, without exception, the contract prices shall include all royalties or costs arising from the use of such design, device, or materials, in any way involved in the work. The Contractor and/or his Sureties shall indemnify and save harmless the Owner of the Project from any and all claims from infringement by reason of the use of such patented or copyrighted design, device, or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

10. CONSTRUCTION STAKING AND SURVEYING:

The Contractor shall provide all construction staking required for the layout of Project as specified in the Work and Material Section of these Specifications.

The Contractor shall provide survey data of the exposed areas of the landfill on the site. These will include horizontal and lateral data points prior to placement of the cap material and following placement and compaction of the cap material. The survey data will confirm and document that a minimum of two (2) feet of cap material is in place over the currently exposed waste.

11. CONTRACTOR'S OBLIGATIONS AND RESPONSIBILITIES:

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by the Contract Documents, within the time herein specified, in accordance with the provisions of the Contract Documents and said specifications and in accordance with the plans and drawings covered by this Contract and any and all supplemental plans and drawings, and in accordance with the directions of the Owner's Representative as given from time to time during the progress of the work. Contractor shall furnish, erect, maintain, and remove such construction plant and such temporary works as may be required. The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the Contract Documents, and shall do, carry on, and complete the entire work to the satisfaction of the Owner's Representative. The Contractor shall provide and maintain for the duration of the work as required all sheeting, bracing, temporary ladders, and similar temporary construction, in compliance with State and local laws, as may be necessary for the performance of the work.

The Contractor shall be responsible to maintain and record all changes of all work on the drawings, specifications, change orders, field orders, and shop drawings that are to be kept as the record set. This record set shall be turned over to the Owner's Representative upon completion and acceptance of the Project.

12. WEATHER CONDITIONS:

In the event of temporary suspension of work, or during inclement weather, or whenever the Owner's Representative shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Owner's Representative, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors so to protect their work, such materials shall be removed and replaced at the expense of the Contractor.

13. PROTECTION OF WORK AND PROPERTY - EMERGENCY:

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this contract. He shall at all times safely guard and protect his own work, and that of adjacent property, from damage. The Contractor shall replace or make good any such damage, loss, or injury unless such be caused directly by errors contained in the contract or by the Owner, or his duly authorized representatives.

In case of any emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Owner's Representative in a diligent manner. Contractor shall notify the Owner's Representative immediately thereafter.

Where the Contractor has not taken action but has notified the Owner's Representative of an emergency threatening injury to persons or damage to the work or any adjoining property, Contractor shall act as instructed or authorized by the Owner's Representative.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 18 of this section.

14. INSPECTION AND TESTING:

The Owner's Representative and any other participating or approving agency of government shall be permitted to inspect all work, materials, and equipment. The Contractor shall furnish at his expense and as required by the Owner's Representative, additional expertise (as needed) to perform all testing procedures.

15. REPORTS, RECORDS, AND DATA:

The Contractor shall submit to the Owner's Representative such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data as the Owner's Representative may request concerning work performed or to be performed under this contract.

16. SUPERINTENDENCE BY CONTRACTOR:

At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Owner's Representative and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

17. CHANGES IN WORK:

17.1 Change Orders.

17.1.1 A Change Order is a written instrument signed by Owner and Contractor stating their agreement upon a change in the Work, the amount of the adjustment or the method for computing the amount of the adjustment of the Contract Sum, if any, and the extent of the adjustment in the Contract Time, if any.

17.1.2 All Change Orders shall be submitted with any supporting documentation requested by the Owner in advance of the performance of the Work that is the subject of the Change Order and must be approved by the Owner

in writing in advance of the performance of the Work that is the subject of the Change Order.

17.1.3 The agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including but limited to all direct, indirect, and cumulative costs that include reasonable overhead and profit associated with such change and any and all adjustments to the Contract Sum and in the Contract Time. Total cumulative overhead and profit for Contractor and all Subcontractors on any add or deduct Change Order shall not exceed 15% of the total cost of labor and material. The Contractor shall not proceed with any change in the Work without a signed Change Order. The Contractor's failure to timely seek and obtain such authorization as specified herein, shall constitute an irrevocable waiver by the Contractor of an adjustment to the Contract Sum or the Contract Time for the related work.

17.2 Construction Change Directives.

17.2.1 A Construction Change Directive is a written order prepared and signed by the Owner, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

17.2.2 A Construction Change Directive shall be used in the absence of total agreement of a Change Order.

17.2.3 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

17.2.4 When the Owner and Contractor agree with adjustments in the Contract Sum and Contract Time, such agreement shall be effective immediately, and the Owner will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

17.2.5 If the Contractor disagrees with the adjustment in the Contract Time or the Contract Sum, the Contractor may make a Claim in accordance with applicable provisions of Article 9.

18 CORRECTIVE ACTION:

Without invalidating the contract, the Owner may order extra work or make changes by altering, adding, or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is authorized by the Owner in accordance with Section 17 of the General Conditions .

19 DELAYS AND ACCELERATIONS:

19.1 Notice of Delays. Contractor will give Owner written notice of any delay affecting its Work in the form and with the information specified in the Contract Documents within forty-eight (48) hours of the commencement of the delay; provided that the 48-hour notice will be extended to ten (10) days for unusually severe weather conditions not reasonably anticipatable. The failure to give the required notice constitutes an irrevocable waiver of Contractor's right to seek an extension of time and/or additional compensation/damages for the delay.

19.2 Acceleration of the Work. Owner may require Contractor to accelerate its Work by adding workers or working additional shifts, extended shifts or overtime, so that the Work is in final form before the Date for Final Completion. If Owner requires Contractor to accelerate its Work, Contractor will within five (5) days take the required action, and Owner thereafter will issue a Change Order increasing the Contract Sum to pay for Contractor's additional costs of accelerating its Work so that the Work is in final form before the Date for Final Completion. If there is a dispute as to whether Contractor is entitled to a Change Order for accelerating its Work, Contractor must proceed to accelerate its Work without waiting for a Change Order or payment of any additional compensation, but may reserve its right to make a claim against Owner for its additional costs incurred in accelerating its Work. Contractor's additional costs for accelerating its Work will be determined in accordance with Section 19.3.

19.3 Compensation for Acceleration of the Work.

19.3.1 Owner's Obligation to Pay. When Owner initiates the acceleration of the Work, Owner will pay Contractor, as provided in Section 19.3.2, for Contractor accelerating its Work so that its Work is complete by the Date for Completion. However, when Contractor's Work is ordered to be accelerated as a result of Contractor's own fault or the fault of its subcontractors or suppliers, Owner will not pay Contractor for such acceleration.

19.3.2 Compensation for Acceleration of the Work. To the extent that Owner requires Contractor to accelerate its Work so that the Work is in final form before the Date for Final Completion, Owner will pay Contractor for Contractor's reasonable additional costs of accelerating its Work, as determined in accordance with this section. The additional costs of accelerating the Work will be (a) any

premium for overtime, additional shift work, or extended shift work, (b) the cost of any additional supervision or general conditions required by the acceleration, (c) out of pocket cost of any additional equipment required for the acceleration, (d) to the extent Contractor can document lost productivity due to the acceleration, the cost associated with such lost productivity, and (e) overhead, including home office overhead, and profit equal to 10% of the total amount of the other items for which additional compensation is permitted under this section. The foregoing are the only additional compensation and/or damages Contractor will be entitled to receive for accelerating its Work so that it is complete before the Date for Completion. As a condition precedent to its recovery of additional compensation, Contractor must provide Owner with full information about the costs of accelerating its Work in the form and format requested by Owner.

20 CORRECTION OF WORK:

20.1 If Owner determines that Contractor is in default by not cooperating or coordinating its Work properly with its subcontractors, not supplying sufficient skilled workers, not cleaning up the Project, not furnishing the necessary materials, equipment, or any temporary services or facilities to perform the Work in strict conformance with the Contract Documents, or Contractor is not on schedule, or is not otherwise performing its obligations under the Contract Documents, CONTRACTOR MUST WITHIN TWO (2) BUSINESS DAYS AFTER NOTICE OF SUCH DETERMINATION, (1) COMMENCE SUCH ACTION AS IS NECESSARY TO CORRECT THE DEFICIENCIES NOTED BY OWNER, (2) PROCEED TO CORRECT SUCH DEFICIENCIES WITHIN FIFTEEN (15) DAYS OF SUCH NOTICE OR, (3) IF OWNER INSTRUCTS CONTRACTOR TO TAKE URGENT CORRECTIVE ACTION TO PROTECT PERSONS OR PROPERTY, IMMEDIATELY TAKE SUCH CORRECTIVE ACTION, including but not limited to increasing the number of skilled workers, providing temporary services or facilities, and cleaning up the Project. Such corrective action shall be taken and continued without interruption and without waiting to initiate any dispute under this Agreement or the resolution of any dispute initiated under this Agreement. Failure to comply with this provision shall be an additional default.

20.2 All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of constructions shall be at times and places subject to the inspection of the Owner's Representative who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet their approval they shall be forthwith reconstructed, made good, replaced, and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the Owner's Representative, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor

hereunder shall be reduced by such amount as in the judgment of the Owner's Representative shall be equitable.

21 CLAIMS AND DISPUTES:

21.1. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment, or interpretation of the terms of the Contract Documents, payment of money, extension of time, or other relief with respect to the terms of the Contract Documents, provided that Owner's decision to adjust or withhold payment under Contract Documents will not be considered a Claim. The responsibility to substantiate claims shall rest with the party making the Claim. Contractor will not knowingly (as "knowingly" is defined in the federal False Claims Act, 31 U.S.C. Section 3729, et seq.) present or cause to be presented a false or fraudulent Claim. As a condition precedent to making a claim, Contractor must submit an affidavit sworn to before a notary public or other person authorized to administer oaths in the State of Ohio and executed by an authorized representative of Contractor, which states that:

The Claim submitted herewith complies with Section 21.1 of the Owner-Contractor Agreement, which provides that "Contractor will not knowingly present or cause to be presented a false or fraudulent Claim."

21.2. Subject to the requirements of Article 21, if Contractor wishes to make a Claim for an increase in the Contract Sum, written notice must be given before proceeding to execute the Work.

21.3. Subject to the requirements of Article 21, if Contractor wishes to make a Claim for additional time, the required written notice must include an estimate of cost and probable effect of delay on progress of the Work. In the event of continuing delay, only one Claim is necessary. If adverse weather conditions are the basis for a Claim for additional time, such claim must be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the scheduled construction.

21.3.1. The delays for which the Contractor is entitled to additional time are "Excusable Delays." The only Excusable Delays are those delays on the critical path which the Contractor establishes were: (a) caused by the Owner or those in privity of contract with the Owner, (b) physical damage to the Project over which the Contractor has no control, (c) labor disputes beyond the control of the Contractor, (d) work days lost due to weather conditions as provided under Section 19.1, (e) concealed or unknown conditions under Section 21.4, and (f) other unforeseeable delays beyond the control of the Contractor and its subcontractors and suppliers of any tier. The delays for which the Contractor is entitled to additional time and money are "Compensable Delays." The only

Compensable Delays are those Excusable Delays which the Contractor establishes were proximately caused by an improper action or failure to act by the Owner. Owner, in its sole and reasonable discretion, shall determine whether a delay entitles Contractor to time extension or additional compensation.

21.4. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then the Contractor shall give written notice to the Owner and the Design Professional, if any, promptly before conditions are disturbed and in no event later than forty-eight (48) hours after first observance of the conditions. If the conditions are materially different and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, Owner will issue an appropriate Change Order.

21.5. Contractor must make all claims by written affidavit per Article 21 within seven (7) days after the occurrence of the event giving rise to the Claim. Proper notice of delay as required under Section 19.1 is a condition precedent to entitlement of a Claim. Failure to do so results in an irrevocable waiver of the Claim.

21.6. Within ten (10) days of its receipt of a written request, Contractor must make available to Owner or its representative any books, records, or other documents in its possession or to which it has access relating to any Claim and must require its Subcontractors, regardless of tier, and materialmen to do likewise.

21.7. Unless otherwise agreed in writing, Contractor shall continue its Work on the Project and shall maintain progress during any mediation, arbitration, or litigation proceedings, and the Owner shall continue to make payments to the Contractor in accordance with this Agreement, however, the Owner shall be under no obligation to make payments on or against any claim or amounts in dispute during the pendency of any mediation, arbitration, or litigation proceeding to resolve those claims or amounts in dispute.

22 DEFAULT BY THE CONTRACTOR:

22.1. Events of Default. Each of the following constitutes an event of default of Contractor:

22.1.1. Contractor's failure to perform any of its obligations under the Contract Documents or failure to proceed to commence to correct such failure in accordance with Section 20.1.

22.1.2. Contractor's failure to pay its obligations incurred in connection with this Agreement as they become due or Contractor's insolvency.

22.2. Owner's Remedies. Upon the occurrence of an event of default, Owner has the following remedies, which are cumulative:

22.2.1. Order Contractor to stop the Work, which Contractor must do immediately;

22.2.2. To perform through others all or any part of the Work remaining to be done and to deduct the cost thereof from the unpaid balance of the Contract Sum or, if the unpaid balance of the Contract Sum is inadequate, to demand reimbursement of amounts previously paid to Contractor;

22.2.3. To terminate this Agreement and take possession of, for the purpose of completing the Work or any part of it, all materials, equipment, scaffolds, tools, appliances, and other items belonging to or possessed by Contractor, all of which Contractor hereby transfers and assigns to Owner for such purpose, and to employ any person or persons to complete the Work, including Contractor's employees, and Contractor will not be entitled to receive any further payment until the Work is completed;

22.2.4. To accept assignment of Contractor's subcontracts for the Project, pursuant to any prior rights of the surety, if any, and, at the Owners' sole discretion, to further assign the subcontracts to a successor contractor or other entity provided that (i) the Owner terminates this Agreement for cause, and (ii) provides written notice of such assignment to both Contractor and Subcontractor; and/or,

22.2.5. All other remedies that Owner may have at law or in equity or otherwise under the Contract Documents.

22.3. Termination of Agreement. The termination of this Agreement will be without prejudice to Owner's rights and remedies, including without limitation Owner's right to be indemnified by Contractor.

22.4. Payments Due Contractor. If the unpaid balance of the Contract Sum exceeds the cost of finishing the Project, including any costs, expenses, or damages incurred by Owner as a result of the event of default, including attorneys' and consultants' fees and the administrative expense of Owner's staff, such excess shall be paid to Contractor. If such costs exceed the unpaid balance, Contractor is responsible to pay the difference to Owner. The obligations under this section will survive termination of this Agreement.

23. SUSPENSION OR TERMINATION FOR THE CONVENIENCE OF OWNER.

23.1. Suspension for the Convenience of Owner.

23.1.1. Owner may, without cause, order Contractor to suspend, delay, or interrupt the Work in whole or in part for such period of time as Owner may determine.

23.1.2. An equitable adjustment will be made for increases in the Contract Time and cost of performance of the Work, including profit and overhead on the increased cost of performance, caused by the suspension, delay or interruption, provided that the total cost of profit and overhead shall not exceed ten percent (10%) of the amount of the increased cost not attributable to profit or overhead. No adjustment will be made to the extent that:

- (a) performance is, was or would have been so suspended, delayed, or interrupted by another cause for which Contractor is responsible; or
- (b) an equitable adjustment is made or denied under another provision of this Agreement for a concurrent event.

23.2. Termination for the Convenience of Owner.

23.2.1. Owner may, in its discretion and without cause, upon three (3) business days' written notice to Contractor terminate this Agreement for Owner's convenience.

23.2.2. Upon receipt of a written notice from Owner terminating this Agreement for the Owner's convenience and without cause, the Contractor will (i) immediately cease performing any or all portions of the Work, unless otherwise directed by the Owner, in which case the Contractor will take the action directed by the Owner, (ii) immediately take all reasonable and necessary action to protect and preserve the Work, and (iii) unless otherwise directed by Owner, terminate or assign all agreements with Subcontractors and suppliers.

23.2.3. If this Agreement is terminated for the Owner's convenience and there exists no event of Contractor's default, as defined in this Agreement, the Contractor shall be entitled to receive payment (i) for Work properly executed up to the date the notice of termination is received by Contractor, including overhead and profit up to the date of termination, and (ii) for Work performed at the direction of the Owner on and after the date on which the notice of termination is received by the Contractor, as determined by the procedures applicable to Change Orders.

23.2.4. If this Agreement is terminated for the Owner's convenience and there exists an event of Contractor's default, as defined in this Agreement, Contractor will be entitled to receive only such sums as it would be entitled to receive following the occurrence of an event of default under this Agreement.

23.2.5. The termination of this Agreement will be without prejudice to any rights or remedies that exist at the time of termination.

24. CONSTRUCTION SCHEDULE:

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due the Contractor in accordance with the progress schedule. The Date for Final Completion shall only be changed or modified by Change Order, other Modification, or a Claim that is Finally Resolved, regardless of the dates in the Construction Schedule.

25. PERIODIC ESTIMATES FOR PARTIAL PAYMENT:

The Contractor shall also furnish on forms to be provided by the Owner's Representative, or form approved by the Owner's Representative, a complete breakdown of the contract price and periodic itemized estimates of work done for the purpose of making partial payments. The original completed form must be submitted for approval by the Owner's Representative before first partial payment is requested.

26. PAYMENTS TO CONTRACTOR:

26.1 The Owner shall make a Progress payment to the Contractor, on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this Contract, no later than 30 days from receipt of a mathematically correct estimate. The contractor shall submit to the owner the percentage of completed work based upon the work breakdown in the Schedule of Values. To insure the proper performance of this contract, the OWNER shall hold retainage as provided in the Contract. The retainage will be deposited, in accordance with Section 153.63 of the Ohio Revised Code, in a joint escrow account with the Owner and Contractor required to co-sign any withdrawals. The joint escrow account will be established in a bank or building and loan association in the state that will be selected by mutual agreement between the Contractor and the Owner.

- a. In preparing estimates, the material delivered on the site and preparatory work done may be taken into consideration. All documentation such as material invoices, payroll records, signed affidavits, etc. must be submitted with estimates.
- b. All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care

and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as waiver of the right of the Owner to require the fulfillment of all of the terms of the contract.

- c. Prior to first payment, owner requires Project schedule for construction and expected draw-down schedule.
- d. Owner's Right to Withhold Certain Amounts and Make Application Thereof:
The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnisher of machinery and parts, thereof, equipment, power tools, and all supplies, including commissary, incurred in the furtherance of the performance of this contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the Contractor fails so to do, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor and any payment so made by the Owner shall be considered as a payment made under the contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payment made in good faith.

26.2 Owner may withhold payment in whole or in part, and may demand that Contractor refund amounts previously paid, to protect Owner from loss because of:

- (a) Contractor's default or failure to perform any of its obligations under the Contract Documents, including but not limited to: failure to provide sufficient skilled workers; Work, including equipment or materials, which is defective or otherwise does not conform to the Contract Documents; failure to conform to the Contract Time or Construction Schedule; and failure to follow the directions of or instructions from Owner;
- (b) Contractor's default or failure to perform any of its obligations under another contract that it has with Owner;
- (c) The filing of third party claims, or reasonable evidence that third party claims have been or will be filed;

- (d) The Work has not proceeded to the extent set forth in the application for payment;
- (e) Any representations made by Contractor are untrue;
- (f) The failure of Contractor to make payments to its Subcontractors;
- (g) Damage to Owner's property or the property of another person or laborer;
- (h) The determination that there is a substantial possibility that the Work cannot be completed for the unpaid balance of the Contract Sum; and/or
- (i) Liens filed or reasonable evidence indicating the probable filing of such liens.

27. PRE-FINAL PAYMENT:

Upon receipt of written notice that the work is completed and acceptable under the contract documents and the contract is fully performed and ready for final inspection by Owner, the Contractor shall submit a pre-final periodic estimate along with the following:

(NOTE: The final periodic estimate includes only retainage withheld in accordance with Paragraph 26 of this section and the Contract.)

1. Final Affidavit of Prime or Subcontractor:

This original affidavit shall list all subcontractors and material suppliers and demonstrate that all bills for services, materials, equipment, and other indebtedness, including all payroll of the Prime Contractor, connected with the work for which the Owner or his property might in any way be responsible, have been paid or otherwise satisfied or set out the amounts owed. In order to establish full payment to Subcontractors and material suppliers, Final Waivers of Lien and/or Material-Means Certificates must be attached for each Subcontractor and/or material supplier utilized under this contract. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify him against any such lien.

2. Certificate of Final Completion and Guaranty:

To be signed and executed by the Contractor and Owner's Representative(s).

3. Prevailing Wage Affidavit:

Also required of all subcontractors.

28 FINAL PAYMENT:

Upon receipt of written notice that the work is completed and acceptable under the contract documents and the contract is fully performed and final inspection completed and approved by Owner's Representative, the Contractor shall submit a final periodic estimate, which shall include the retainage withheld in accordance with Paragraph 26 of this section, along with the following:

1. Consent of Surety To Final Payment: To be provided by Surety.
2. An assignment to Owner of all warranties obtained or obtainable by Contractor from manufacturers and suppliers of equipment and materials incorporated into the Work by written instrument of assignment in a form acceptable to Owner.
3. Contractor's Certificate of Insurance.
4. Contractor's Workers' Compensation Certificate

29 ACCEPTANCE OF FINAL PAYMENT AS RELEASE:

The acceptance by the Contractor of final payment shall be and shall operate as a release by Contractor of all claims and all liability against the Owner for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract or the Performance and Payment Bond.

30 PAYMENTS BY CONTRACTOR:

The Contractor shall pay (a) for all transportation and utility services not later than 15 days after receiving payment from Owner, following that in which services are rendered, (b) all Subcontractors, materials, tools, and other expendable equipment shall be paid to the extent of 90% of the cost thereof, not later than 15 days after receiving payments from Owner, and the balance following 30 days after the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used, and (c) to each of his subcontractors, final payment shall be paid before required for final release of final payment.

31 CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE:

31.1. Contractor must maintain commercial general liability insurance in the minimum amount of \$1,000,000.00 per incident and \$2,000,000.00 aggregate, worker's compensation coverage as required by the Ohio Revised Code, automobile liability coverage in the minimum amount of \$1,000,000.00 per accident and \$2,000,000 aggregate, and an umbrella policy in the minimum amount of \$5,000,000.00, unless Owner approves other coverage limits in writing. Excess or umbrella coverage may be used to meet these levels of insurance. The Owner shall be named as an additional insured on the Contractor's insurance policies. The Contractor shall provide a certificate of insurance showing the required coverages, with the Owner named as a certificate holder and as an additional insured; Contractor also agrees to provide Owner with at least thirty (30) days' notice prior to any changes in coverage of the required insurance. The Contractor shall maintain all such coverage for a period of 3 years after the Date for Final Completion.

31.1.1. The Contractor shall maintain Contractors Errors & Omissions Liability Insurance insuring against errors and omissions arising from the Work if the Work involves any construction management or the preparation of plans and drawings, with limits of not less than \$1,000,000.00 per claim. Such policy shall not contain any exclusions directed toward any types of materials, services or processes involved in the Work. The retroactive date for coverage will be no later than the commencement date of design and will state that in the event of cancellation or nonrenewal the discovery period for insurance claims will be at least three (3) years or otherwise as by written agreement with the Owner.

31.2. Insurance furnished by the Owner, if any, is not intended to and does not cover equipment and materials before they are physically incorporated into the Work or tools. Contractor bears the entire risk of loss with respect to tools, equipment, and materials. Contractor is responsible for damages to Owner's property and to adjacent property caused by or related to the Work or actions by Contractor's employees or those of its subcontractors.

31.3. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an "all-risk" or equivalent policy form, including builder's risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 7.3 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 13.3 to be covered, whichever is later. The insurance shall include interests of the Owner, the Contractor, Subcontractors, and Sub-subcontractors in the Project.

31.4. Owner and Contractor waive all rights, including all rights of subrogation, against each other and against Subcontractors, Sub-subcontractors, consultants, agents, and employees of the other for damages during construction, but only to the extent covered by (and not prohibited by) any applicable property insurance or builder's risk insurance, except such rights as they may have to the proceeds of such insurances.

31.5. To the maximum extent permitted by law, Contractor shall indemnify and hold harmless Owner and Owner's consultants, agents, and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' and consultants' fees, arising out of or related to the performance of the Work, including but not limited to the failure of Contractor to perform its obligations under the Contract Documents, any claims for bodily injury, sickness, disease, or death or to injury to or destruction of or loss of use of real or personal property, claims for

additional storage and handling charges, liens against funds, claims related to the alleged failure of the Contractor to perform in accordance with the Contract Documents, and/or claims related to the removal, handling, or use of any hazardous materials. Owner may withhold amounts equal to any sums for which it is entitled to be indemnified from the amounts otherwise due Contractor under the Contract Documents.

31.6. In claims against any person or entity indemnified under this Contract by an employee of Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligations under this Contract shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable for Contractor or Subcontractor under workers' compensation acts, disability benefits acts, or other employee benefits acts. Contractor expressly waives any protection or immunity with respect to Workers' Compensation claims related to indemnification given under this Agreement

32 CONTRACT SECURITY:

32.1 The Contractor shall furnish a performance and payment bond in an amount equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract, as security for the payment of all persons performing labor on the Project under this contract and furnishing materials in connection with this contract.

32.2 **Material Default or Termination.** If the Owner notifies the Contractor's surety that the Contractor is in material default or terminates the Contract, the surety will promptly and within twenty-one (21) days investigate the claimed material default or termination. If the Owner gives a notice of material default and then terminates the Contract, the surety shall complete its investigation within twenty-one (21) days of the notice of material default. As part of such investigation, the surety shall visit the offices of the Contractor and Owner to review the available project records. If the surety proposes to take over the Work, the surety shall do so no later than the expiration of the twenty-one (21) day period or ten (10) days after the date the Owner terminates the Contract, whichever is later. If the Owner terminates the Work, and the surety proposed to provide a replacement contractor, the replacement contractor shall be fully capable of performing the Work in accordance with the Contract Documents, including meeting all of the requirements of the Contract Documents. If the Contractor is terminated, the replacement contractor shall not be the Contractor. The surety will provide the Owner with the results of its investigation, including any written report or documents. This Section 27.2 is in addition to the Owner's rights under this Agreement to terminate the Contractor for cause and is not intended to create any rights of the surety, including but not limited to the right to take over the Contractor's obligations

33 ADDITIONAL OR SUBSTITUTE BOND:

If at any time the Owner for justifiable cause, shall be or become dissatisfied with any surety or sureties then upon the Performance and Payment Bond, the Contractor shall within five (5) days after notice from the Owner so to do, substitute an acceptable bond (or bonds) in such form and sum and signed by such other surety or sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished such an acceptable bond to the Owner.

34 ASSIGNMENTS:

The Contractor shall not assign the whole or any part of this contract or any monies due or to become due hereunder without written consent of the Owner.

In case the Contractor assigns all or any part of any monies due or to become due under this contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the systematic Contractor shall be subject to prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

35 MUTUAL RESPONSIBILITY OF CONTRACTORS:

If, through acts of neglect on the part of the Contractor, any other contractor or any subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other contractor or subcontractor by agreement or arbitration if such other contractor or subcontractor will so settle. If such other contractor or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

36 SEPARATE CONTRACTS:

The Contractor shall coordinate his operations with those of other contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other contractors and shall notify the Owner's Representative immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

37 SUBCONTRACTING:

- a. The Contractor may utilize the service of specialty subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty subcontractors.
- b. The Contractor shall not award any work to any subcontractor without prior

written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the subcontractor, which statement shall contain such information as the Owner may require and shall execute the Subcontract Form with each Subcontractor in accordance with Section 153:1-3-02 of the Ohio Administrative Code.

- c. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- d. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by terms of the General Conditions and other contract documents in total as applicable to the work of subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the contract documents.
- e. All changes in work performed by a subcontractor are subject to Paragraph 17 of the General Conditions.
- f. Nothing contained in this contract shall create any contractual relation between any subcontractor and the Owner.

38 HAMILTON TOWNSHIP'S AUTHORITY:

Hamilton Township shall give all orders and directions contemplated under this contract and specifications relative to the execution of the work. Hamilton Township shall determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this contract and shall decide all questions which may arise in relation to said work and the construction thereof. Hamilton Township's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any questions shall arise between the parties hereto relative to said contract or specifications, the determination or decision of Hamilton Township shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this contract affected in any manner or to any extent by such question.

Hamilton Township shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this contract and other contractors performing work for the Owner shall be adjusted and determined by Hamilton Township.

39 USE OF PREMISES AND REMOVAL OF DEBRIS:

The Contractor expressly undertakes at his own expense:

- a. to take every precaution against injuries to persons or damage to property;
- b. to store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;
- c. to place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work;
- d. to clean up daily all refuse, rubbish, scrap materials, and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly, and workmanlike appearance;
- e. before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition;
- f. to effect all cutting, fittings, or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Owner's Representative, not to cut or otherwise alter the work of any other contractor.

40 MATERIALS:

All materials that are to be incorporated into the finished Project shall be new materials unless otherwise noted on the plans or stated in the material specifications, or pursuant to a written change order from the Owner.

Any items required including labor, equipment, and/or materials but not shown as a separate pay item in the proposal shall be furnished and installed as incidental to the Contract, except as noted in the Specifications.

41 QUANTITIES OF ESTIMATE:

Wherever the estimated quantities of work to be done and materials to be furnished under this contract are shown in any of the documents including the proposal, they are given for use in comparing bids. Periodic pay quantities will be calculated based on the measured field dimensions and shall not exceed the quantities as specified on the plans unless otherwise specified herein or approved in the field by the Owner's Representative due to specific field conditions. Any additional materials required to construct the proposed improvements as specified and shown on the Plans will be paid at the unit price bid for this contract. All claims for extra cost shall conform to Paragraph 18 of this section and will be the result of a change in the scope of the contract as directed and approved by the Owner and/or Owner's Representative. The Owner especially reserves, except as herein otherwise

specifically limited, to increase or diminish quantities through a change in the scope of the work as may be deemed reasonably necessary or desirable to complete the work contemplated by this contract, and such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

42 CONSTRUCTION RIGHTS-OF-WAY:

The Owner shall furnish all land and rights-of-way necessary for the carrying out of this contract and the completion of the work herein contemplated and will use due diligence in acquiring said land and rights-of-way as speedily as possible.

But it is possible that all lands and rights-of-way may not be obtained as herein contemplated before construction begins, in which event the Contractor shall begin his work upon such land and rights-of-way as the Owner may have previously acquired and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining lands and rights-of-way. Should the Owner be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or right-of-way for the said work, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, or to withdraw from the contract except by consent of the Owner; but time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay, such determination to be set forth in writing.

It is the Owner's intent that sufficient working room be available for the Contractor's use in construction of the Project. This construction Right-of-Way appears on the plans and the Owner shall procure and pay all costs. However, should the Contractor require additional work area due to his methods and means, it shall be his responsibility to acquire temporary construction area as he deems necessary at no additional cost to the Owner. Temporary construction easement copies shall be required by the Owner before allowing Contractor to exceed the construction Right-of-Way.

43 AGREEMENTS WITH PROPERTY OWNERS:

The Owner strongly discourages the Contractor from entering into any agreements either oral or written with any property owners in or around the Project area concerning storage of materials and/or equipment, release of excess backfill, or other issues. However, should the Contractor choose to enter into such an agreement, it must be in written form and a written copy of this agreement signed by all parties involved and addressing all provisions and terms of the agreement, must be submitted in writing to the Owner's Representative prior to any action taken as per the terms of the agreement.

In no way is the Owner to be held responsible or liable for any agreements either oral or written between the Contractor and any other parties.

44 PERMITS FOR WORK ON OR ALONG STATE, COUNTY, TOWNSHIP, AND VILLAGE

ROADS:

All permits from the Ohio Department of Transportation and the Warren County Engineer required for work on, across, or along State or County Highways shall be obtained by the Owner. The Contractor shall be solely responsible to obtain all permits for all work along Township and Village roads required to complete all work or extra work under this contract or instructed by the Owner. The Contractor has the duty of complete and full compliance with all said permits.

45 RESTORATION OF PAVEMENT:

All pavement and/or roadway surface disturbed by the Contractor, other than restoration over trenches as provided by these specifications, shall be restored by the Contractor at his expense and in conformance with the regulations of the governing authority of said roadways. In the absence of such regulations, the restoration shall be in accordance with instructions by the Owner's Representative with the objective of restoring the paving or roadway surface to the original condition of same.

46 STORM CULVERTS:

All driveway or roadway storm culvert pipe shown on the plans or not shown on the plans that runs parallel to the proposed facilities and need to be removed due to excavation shall be replaced at the original line and grade unless otherwise provided by these specifications as a separate bid item. If the pipe is damaged or broken by the Contractor, it shall be replaced with a new storm culvert pipe as directed by the Owner's Representative at the Contractor's expense.

47 MAINTENANCE OF TRAFFIC:

The Contractor shall, unless permission is received from the Owner to do otherwise, maintain at all times vehicular and pedestrian traffic during the progress of the work. At no time, except as hereinabove mentioned, during the work shall the Contractor block any road, street, or thoroughway more than one-half (1/2) mile. If at any time one way traffic is maintained, the Contractor shall furnish two (2) flagmen. When open cutting any road or areas requiring public access like parks, cemeteries, and businesses; the Contractor shall use steel plates to accommodate vehicles over open trenches and/or maintain one lane open to traffic at all times.

48 SAFETY BARRICADES AND LIGHTS:

The Contractor shall furnish, erect, and maintain all safety barricades, fences, red lights, flares, and watchmen necessary to properly protect all persons, animals, and property against injury or damages which result as a consequence of this work. In addition, all trenches should be closed or covered at the end of each workday.

All work shall be in accordance with the State of Ohio, ODOT 614 and 615 Specifications and related specifications and the "Ohio Manual of Uniform Traffic Control Devices for Streets and Highways" (hereinafter referred to as the OMUTCD). The OMUTCD shall be used when any and all unforeseen and anticipated traffic control problems arise.

49 WARRANTIES:

In addition to any other warranties, guarantees, or obligations set forth in the Contract Documents or applicable as a matter of law and not in limitation of the terms of the Contract Documents, Contractor warrants and guarantees that:

- (a) Owner will have good title to the Work and all materials and equipment incorporated into the Work will be new;
- (b) The Work and all materials and equipment incorporated into the Work will be free from all defects, including any defects in workmanship or materials;
- (c) The Work and all equipment incorporated into the Work will be fit for the purpose for which intended;
- (d) The Work and all materials and equipment incorporated into the Work will be merchantable; and,
- (e) The Work and all materials and equipment incorporated into the Work will conform in all respects to the Contract Documents.

Upon notice of the breach of any of the foregoing warranties or guarantees or any other warranties or guarantees under the Contract Documents, Contractor, in addition to any other requirements in the Contract Documents, shall commence to correct such breach and all resulting damage within two (2) business days after written notice from the Owner. Contractor shall correct such breach and damage to the satisfaction of Owner within fifteen (15) days of such notice except when an extension of time is granted in writing by Owner; provided that if such notice is given after final payment hereunder, such 2-day period will be extended to seven (7) days and such 15-day period shall be extended to thirty (30) days. If Contractor fails to commence to correct such breach and damage, or to correct such breach and damage as provided above, Owner, upon written notice to Contractor and without prejudice to any of its other rights or remedies, may correct the deficiencies. Contractor upon written notice from Owner shall pay Owner, within ten (10) days after the date of such notice, all of Owner's costs and expenses incurred in connection with or related to such correction and/or breach, including without limitation Owner's administrative, legal, design, and consulting expenses. The foregoing warranties and obligations of Contractor will survive the final payment and/or termination of this Agreement. If the Contractor fails to pay the Owner any amounts due under this Article 14, Contractor will pay Owner, in addition to the amounts due, a late payment fee of one and one-half percent (1.5%) per month for each month or part thereof that the payments are not paid when due

50 CONFLICTING CONDITIONS:

In the event of conflict, the governing order of contract shall be as delineated below;

however, the special provision does not relieve the Contractor from his responsibilities as described in the General Conditions.

Governing Order

1. Permits from Other Agencies and as may be required by Law
2. Approved Change Orders
3. Contract Agreement
4. Addenda
5. Contractor's Bid (Bid Form)
6. Supplementary General Conditions
7. General Conditions
8. Technical Specifications
9. Referenced Standard Specifications (ASCE, ASTM, AWWA, ODOT, etc.)
10. Drawings

Within the Contract Drawings the order of precedence is as follows:

1. Figures govern over scaled dimensions
2. Detailed drawings govern over general drawings
3. Addenda / Change Order drawings govern over any other drawings
4. Contract Drawings govern over standard drawings and shop drawings
5. CCWRD Standard Drawings govern over approved shop or setting drawings

51 NOTICE AND SERVICE THEREOF:

Any notice to any Contractor from the Owner relative to any part of this contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his last given address, or delivered in person to said Contractor or his authorized representative on the work.

52 REQUIRED PROVISIONS DEEMED INSERTED:

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 the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

53 PROTECTION OF LIVES AND HEALTH:

In order to protect the lives and health of his employees under the contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the contract.

In addition, the Contractor shall comply with all requirements of Occupational Safety and

Health Agency (OSHA), all applicable safety regulations of the United States Environmental Protection Agency (USEPA), and the State of Ohio.

The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods; and for any damage which may result from their failure or their improper construction, maintenance, or operation.

54 EXISTING UTILITIES AND STRUCTURES:

The existence, location, and condition of utilities and structures, both above and below ground and within and out of the publicly designated right-of-way, shall be investigated and verified in the field by the Contractor before starting work. Excavation in the vicinity of such utilities and structures, both within and out of the publicly designated right-of-way, shall be done carefully and by hand if necessary. The Contractor shall protect all such utilities and structures, both marked and unmarked and within and out of the publicly designated right-of-way and be held responsible for damage to same. It shall be the responsibility of the Contractor to isolate, brace, support, sheet, etc. and protect the existing utilities from moving either horizontally or vertically. If such movement does occur due to the Contractor's operations, he shall repair the utility to the satisfaction of the utility owner at the Contractor's expense.

The Contractor shall give written notice to all owners of adjacent utilities, fixtures, and/or property, of his impending operations, but in no way shall such notice relieve the Contractor of his liability for damages to said utilities, fixtures, and/or property.

The Contractor shall contact the appropriate utility company at least 48 hours in advance of excavation on the vicinity of said utility. Field location shall be made by the utility or its authorized agency before any work is performed by the Contractor.

If at any time during work under this contract, an existing utility is damaged in any way, the Contractor shall immediately contact the appropriate governing entity and the Owner's Representative.

The Contractor shall take the proper steps necessary to ensure the health, welfare, and safety of the public.

55 WAGE RATES:

See schedule of prevailing wage rates attached.

The Contractor shall submit to the Owner's Representative, prior to submittal of the first estimate for partial payment, the applicable pages of the aforementioned wage rate schedule highlighting those classifications the Contractor intends to use on the Project for the convenience of the Owner's Representative.

- a. If the Project is financed wholly or in part by U.S. Government funds, there

shall be paid each laborer or mechanic of the Contractor or subcontractor engaged in work on the Project, not less than the hourly wage rate established by the U.S. Secretary of Labor regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such laborers and mechanics.

- b. Any wage determination required by State law are listed in the attached wage rates; and in the case of any difference between them and the determinations of the U.S. Secretary of Labor as to the minimum rates fixed for any trade or occupation, the higher rate shall be the applicable minimum for such trade or occupation.
- c. If, after the award of the contract, it becomes necessary to employ any person in a trade or occupation not classified in the wage determination, such person shall be paid at not less than such rate as shall be determined by the officials mentioned above. Such approved minimum rate shall be retroactive to the time of the initial employment of such person in such trade or occupation. The Contractor shall notify the Owner of his intention to employ person(s) in trades or occupations not classified in sufficient time for the owner to obtain approved rates for such trades or occupation.
- d. The specified wage rates are minimum rates only, and the Owner will not consider any claims for additional compensation made by the Contractor because of payment by the Contractor of any wage rate in excess of the applicable rate contained in this contract. All disputes in regard to the payment of wages in excess of those specified in this contract shall be adjusted by the Contractor.
- e. Except as may be otherwise required by law, all claims and disputes pertaining to the classification of labor employed on the Project under this contract shall be decided by the Owner's governing body or other duly designated official.

56 APPRENTICES:

Apprentices shall be permitted to work only under a bonafide apprenticeship program registered with a State Apprenticeship Council which is recognized by the Federal Committee on Apprenticeship, U.S. Department of Labor; or, if no such Council exists in a State, under a program registered with the Bureau of Apprenticeship, U.S. Department of Labor.

57 WORK PERIOD OTHER THAN NORMAL WORK WEEK:

Any work to be performed at any time, other than during the normal work week, which requires the presence of an inspector, shall not be performed without the knowledge and consent of the Owner's Representative, except in the case of emergency. In such

instances, the Owner's Representative shall be informed of such work as soon as is reasonably possible. A normal work week is defined as Monday through Friday and exclusive of Government Holidays.

58 OVERTIME COMPENSATION:

This contract is subject to the applicable provisions of the Contract Work Hours Standards Act, Public Law 87-581, 87th Congress.

a. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work shall require or permit any laborer or mechanic to be employed on such work in excess of forty (40) hours in any work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half (1 1/2) times his basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week, as the case may be.

b. Violations; Liability for Unpaid Wages; Liquidated Damages:

In the event of any violation of the clause set forth in paragraph (a), the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such contractor or subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed, with respect to each individual laborer or mechanic employed in violation of the clause (a), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of forty hours in a work week without payment of the overtime wages required by the clause (a).

c. Withholding for Unpaid Wages and Liquidated Damages:

The Owner may withhold, or cause to be withheld, from any moneys payable on account for work performed by the Contractor or subcontractor, the full amount of wages required by the contract and such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for liquidated damages as provided in clause (b).

d. Insertion of Clauses in Subcontracts:

The Contractor agrees to insert the foregoing clauses (a), (b), and (c) this clause (d), and the following three paragraphs in all subcontracts.

Employees Covered:

Except as otherwise expressly provided in the Act, the provisions of the Act shall apply to all laborers and mechanics, including watchmen and guards,

employed by any contractor or subcontractor in the performance of any part of the work contemplated by any such contract, and for purposes of this act, laborers and mechanics shall include workmen performing services in connection with dredging or rock excavation in any river or harbor of the United States or of any territory or of the District of Columbia, but shall not include any employee as a seaman.

Regulations:

The Regulation issued by the U.S. Department of Labor with respect to the Act shall apply to this contract.

Penalty:

Any contractor or subcontractor whose duty it shall be to employ, direct, or control any laborer or mechanic employed in the performance of any work contemplated by this contract who shall intentionally violate any provision of this Act, shall be deemed guilty of a misdemeanor, and for each and every such offense shall, upon conviction, be punished by a fine of not to exceed \$1,000 or by imprisonment for not more than six months, or by both such fine and imprisonment, in the discretion of the court having jurisdiction thereof.

59 POSTING MINIMUM WAGE RATES:

The Contractor shall post at appropriate conspicuous points at the site of the Project a schedule showing all determined minimum wage rates for the various classes of laborers and mechanics to be engaged in work on the Project under this contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

60 PAYMENT OF EMPLOYEES:

The Contractor and each of his subcontractors shall pay each of his employees engaged in work on the Project under the Contract Documents in full (less deductions made mandatory by law) in cash and not less often than once each week less legally required deductions and also deductions made pursuant to the regulations prescribed under the so-called "Anti-Kickback Statute." Provided, that when circumstances render payment in cash infeasible or impracticable, payment by check may be effected upon consideration that funds are made available in a local bank and checks may be cashed without charge, trade requirements, or inconvenience to the worker.

61 "ANTI-KICKBACK STATUTE" AND REGULATIONS:

The Contractor and each of his subcontractors shall comply with the statutes, and with regulations issued pursuant thereto, of the State of Ohio and any other participating governmental body.

62 WAGE UNDERPAYMENT AND ADJUSTMENTS:

The Contractor agrees that, in case of underpayment of wages to any worker on the Project under this contract by the Contractor or any subcontractor, the Owner shall withhold from the Contractor out of payments due, and amount sufficient to pay such worker the difference between the wages required to be paid under this contract and the wages actually paid such worker for the total number of hours worked and that the Owner may disburse such amount so withheld by it for and on account of the Contractor to the employee to whom such amount is due. The Contractor further agrees that the amount to be withheld pursuant to this paragraph may be in addition to the percentages to be retained by the Owner pursuant to other provisions of this contract.

63 CONTRACTOR'S AND SUBCONTRACTOR'S PAYROLL:

The Contractor and each of his subcontractors shall prepare his payrolls and maintain adequate records to provide proof, if required, of compliance with applicable laws.

64 NO DISCRIMINATION IN EMPLOYMENT:

In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be 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 hereafter in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of this no discrimination clause.

The Contractor further agrees to insert the foregoing provision in all subcontracts for standard commercial supplies or raw materials.

65 OTHER PROHIBITED INTERESTS:

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept, approve, or to take part in negotiating, making accepting, or approving any architectural, engineering, inspection, construction, or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in this contract or in any part hereof. No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner of exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

66 EMPLOYMENT OF LOCAL LABOR:

The Contractor and each of his subcontractors shall, insofar as practicable, give

preference in the hiring of workers for the Project, to qualified local labor.

67 EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION

Contractor shall comply with all permitting and measures for erosion and sediment control in accordance with the Warren County Soil & Water Conservation District and in accordance with the Plans and Work and Material Specifications and of these contract documents and all applicable regulations of the State of Ohio Environmental Protection Agency, the Warren County Building Inspections Department, the Office of the Warren County Engineer, and any other governmental agency. The Contractor shall maintain all erosion and sediment control measures throughout the execution of this contract and to the satisfaction of the Owner's Representative.

68 EMPLOYEES:

The CONTRACTOR shall employ only competent and skillful workmen to do the work. Incompetent, careless, or disorderly workmen or foreman will not be permitted on the work and any such workmen or foremen will be discharged immediately by the CONTRACTOR upon the complaint of the Warren County Soil & Water Conservation District and shall not be re-employed on the contract without the Warren County Soil & Water Conservation District 's consent.

69 CONSTRUCTION VIDEO AND STILL PHOTOGRAPHY:

Prior to mobilization of any equipment or commencement of construction, the Contractor shall prepare a preconstruction video and still photography performed regularly during the course of the work.

The purpose of the video inspection is to provide a reliable basis for restoring surface features affected by the work. Video inspection shall cover the entire Project area to facilitate restoration to original condition with as little controversy as possible. Video inspection shall be performed no more than (2) two weeks prior to construction in the area and shall include audio descriptions of the features of the Project. The preconstruction video shall be delivered in color audio-video MPEG file format and saved on CDs or DVDs for submittal.

The purpose of the still photography is to provide a permanent photographic record of the progress of the work. The Contractor shall provide preconstruction still photos as well as monthly construction still photos, showing the major components of the work, with label on front identifying the Project, location and orientation of view, and date. In addition, the photos will be saved on CDs or DVDs and submitted in JPEG format. Insufficient video and photo documentation may result in the Contractor's Liability for all disputes concerning property restoration or damage.

70 PROTECTION OF SURVEYING MONUMENTATION:

The Contractor shall protect any and all property corner monumentation, both those shown on the Plans, and other monumentation encountered during construction. If the

Contractor determines that certain monumentation will be disturbed, he shall hire the services of a Registered Surveyor, licensed to practice in the State of Ohio, to perform the necessary work to be able to reconstruct the location of the monumentation at the present location. All work described above shall not be a separate pay item but shall be paid for incidental to all Project items.

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Project Title: Mounts Park Stream and Landfill Restoration

Issue Date: 08/15/2025

Submittal Phase: Issued for Construction

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PART 1 -- GENERAL

1.01 WORK INCLUDED

- A. Comply with all regulations and laws concerning excavation, demolition and use of explosives in any public way, any public utility right of way or easement, or privately owned land under which any public utility company maintains facilities.

1.02 REQUIREMENTS

- A. "Dig-Safe" dial 811.
- B. The Contractor shall notify "Dig-Safe," in writing, of contemplated excavation, demolition, and use of explosives in public or private ways, and in any utility company right of way or easement.
- C. This notification shall be made at least forty-eight (48) hours prior to the Work, but not more than ten (10) days before the contemplated Work. Such notice shall set forth the name of the street or the route number of said way and an accurate description of the location and nature of the proposed Work.
- D. "Dig-Safe" is required to respond to the notice within forty-eight (48) hours from the time said notice is received, by designating at the locus the location of pipes, mains, wires or conduits.
- E. The Contractor shall not commence Work until "Dig-Safe" has responded as noted above. The Work shall then be performed in such a manner, and with reasonable precautions taken to avoid damage to utilities under the surface in said areas of Work.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

END OF SECTION

SECTION 01 10 00 – SUMMARY OF WORK

PART 1 -- GENERAL

1.01 SUMMARY

- A. The Work to be performed under this Contract shall consist of furnishing plants, tools, equipment, materials, and supplies, and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all Work including channel realignment, grading, embankment, and fill of abandoned channel for the fulfillment of the Contract in strict accordance with the Contract Documents. The Work shall be complete. All work, materials, and services which may be necessary but not called for in the Contract Documents and properly constructed in good faith shall be included in the Contractors bid price.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Reference Specifications

01 33 00	Submittal Procedures
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1.03 WORK COVERED BY CONTRACT DOCUMENTS

- A. Location:

1. The Mounts Park Stream Restoration site is located in Morrow, OH in the southeast corner of Mounts Park on an unnamed stream flowing south-to-north from US Highway 22.
2. The construction start location is approximately 39°21'21.6517" N, 84°10'33.1947" W, and the construction end location is approximately 39°21'25.1668" N, 84°10'33.8960" W.

- B. The Work of this Contract shall primarily consist of the following features:

1. Construction of approximately 400 feet of a step-pool channel from the bridge on US-22 to the large lake in Mounts Park.
2. Grading a valley for the new channel
3. Installation of rock step structures, and live branch layering in the new channel
4. Installing a berm to divert flow from the abandoned stream
5. Finish grading and plantings
6. Work elements required to complete the project are shown on the drawings and described within the Technical Specifications.

1.04 CONTRACT METHOD

- A. The Work hereunder will be constructed under a single lump sum contract.

1.05 WORK SEQUENCE

- A. The Contractor shall be responsible for development of means and methods.
- B. The following general work sequence should be followed.
 - 1. Mobilization
 - 2. Soil Erosion and Sedimentation Control (SESC)/ Control of Water
 - 3. Clearing/ grubbing
 - 4. Valley excavation
 - 5. Channel excavation
 - 6. Abandoned channel fill
 - 7. Structure installation
 - 8. Revegetation
 - 9. Remove SESC
 - 10. Demobilization

1.06 CONTRACTOR USE OF SITE

- A. The Contractor's use of the Site shall be limited to its construction operations, including on-Site storage of materials.
- B. The Contractor shall not use the any portion of the Site outside the limits of disturbance specified in the Construction Drawings for any of its construction operations unless prior approved by Owner in writing.
- C. Contractor may negotiate use of private property for access, staging, or storage. Contractor shall be responsible for negotiating access agreements with private property owners and shall provide Owner with an executed copy of all access agreements. Contractor shall be responsible for any notices, fees, or any other requirements within the access agreements.

1.07 OWNER USE OF THE SITE

- A. The Owner may utilize all or part of Mounts Park during the entire period of construction for the conduct of the Owner's normal operations. The Contractor shall cooperate and coordinate with the Owner to facilitate the Owner's operations and to minimize interference with the Contractor's operations at the same time. In any event, the Owner shall be allowed access to the Site during the period of construction.

1.08 PROJECT MEETINGS

- A. Preconstruction Conference

1. Prior to the commencement of Work at the Site, a preconstruction conference will be held at a mutually agreed time and place. The conference shall be attended by the Contractor's Project Manager, its superintendent, and its subcontractors as the Contractor deems appropriate. Other attendees will be:
 1. Engineer and the Resident Project Representative.
 2. Representatives of Owner.
 3. Governmental representatives as appropriate.
 4. Others as requested by Contractor, Owner, or Engineer.
 5. The Contractor shall bring the preconstruction conference submittals in accordance with Section 01 33 00– Submittal Procedures.
2. The purpose of the conference is to designate responsible personnel and establish a working relationship. Matters requiring coordination will be discussed and procedures for handling such matters established. The complete agenda will be furnished to the Contractor prior to the meeting date. However, the Contractor should be prepared to discuss all of the items listed below.
 1. Status of Contractor's insurance and bonds.
 2. Contractor's tentative schedules.
 3. Transmittal, review, and distribution of Contractor's submittals.
 4. Processing applications for payment.
 5. Maintaining record documents.
 6. Critical work sequencing.
 7. Field decisions and Change Orders.
 8. Use of Site, office and storage areas, security, housekeeping, and Owner's needs.
 9. Major equipment deliveries and priorities.
 10. Contractor's assignments for safety and first aid.
 11. Submittal Transmittal Form which the Engineer will furnish.
3. The Engineer will preside at the preconstruction conference and will arrange for keeping and distributing the minutes to all persons in attendance.

B. Progress Meetings

1. The Engineer will schedule and hold regular on-Site progress meetings and at other times as requested by Contractor or as required by progress of the Work. The Contractor, Engineer, and all subcontractors active on the Site shall attend each meeting. Contractor may at its discretion request attendance by representatives of its suppliers, manufacturers, and other subcontractors.
2. The Engineer will preside at the progress meetings and will arrange for keeping and distributing the minutes. The purpose of the meetings is to review the progress of the Work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop. During each meeting, the Contractor shall present any issues that may impact its progress with a view to resolve these issues expeditiously.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

END OF SECTION

SECTION 01 14 00– CONSTRUCTION RESTRAINTS

PART 1 -- GENERAL

1.01 THE SUMMARY

- A. Work shall be scheduled, sequenced, and performed in a manner which minimizes disruption to the operation and maintenance of existing facilities.
- B. The Contractor shall incorporate the construction and schedule constraints of this Section in preparing the construction schedules required under Section 01 32 16 – Project Schedule.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Reference Specifications

01 32 16	Project Schedule
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1.03 CONSTRUCTION SEQUENCING

- A. Construction activities shall be scheduled and sequenced to allow continuous operation of Mounts Park. The Contractor shall be responsible for development of the construction sequencing. The following general guidelines shall be used by the Contractor in planning the sequence of construction.
 - 1. Maintain safe working conditions.
 - 2. Temporary facilities shall be constructed in accordance with applicable codes and regulations to operate safely and properly.

1.04 PERMITS

- A. The Contractor shall abide by the conditions of permits.
- B. Conditions affecting the Contractor are found in the following permits. Copies of permit conditions are attached at the end of this Section.
 - 1. USACE 404 permit under Provisional Nationwide Permit No. 38: LRH-2020-422-LMR-Quarry Lake
 - 2. Section 401 Water Quality Certification: Ohio EPA ID No. 217303A
 - 3. Contractor will be responsible for obtaining the Ohio NPDES stormwater permit.

1.05 SCHEDULE CONSTRAINTS

- A. General: It is the Contractor's responsibility to coordinate and plan the construction activities to integrate each schedule constraint into performance of the overall Work.
- B. The listing of schedule constraints below does not mean that every constraint or special condition has been identified. The list does not substitute for the Contractor's coordination and planning for completion of the Work within the Contract Times.

C. The following constraints affect the construction schedule.

1. During the period of construction, no interruption in the recreational use of Mounts Park or the operation of Hamilton Township Fire Station 77 can be accommodated, and the Contractor shall schedule its construction operations that no interference with the operation of Mounts Park or the Fire Station will occur.
2. Access to the site is limited to the hours between sunrise and sunset Monday through Friday.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

END OF SECTION

SECTION 01 20 00 – MEASUREMENT AND PAYMENT

PART 1 -- GENERAL

1.01 SUMMARY

- A. Payment for the various Items of the Bid, as further specified herein, shall include all compensation to be received by the Contractor for providing all tools, equipment, supplies, and manufactured articles, and for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the Work all in accordance with the requirements of the Contract Documents. Work also includes all costs of permits and cost of compliance with the regulations of public agencies having jurisdiction, including Safety and Health Requirements of the State of Ohio and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid, and all costs therefore shall be included in the prices named in the Bid for the various Items of work.
- B. Payment for each respective item shall include such general costs for the providing of shop drawings, submittals, samples, tools, and appliances necessary to complete the work as specified and shown on the Contract Drawings.

1.02 SUBMITTALS

A. Format and Contents

- 1. Contractor shall submit Application for Payment in accordance with General Terms and Conditions Article 5, Progress Payments, and as specified herein.
- 2. Application for Payment shall be made electronically on forms and spreadsheets provided by the Owner.

1.03 DELIVERY, STORAGE, AND HANDLING

- A. The Contractor shall make its own arrangements for delivery and handling of equipment and materials as it may require for the prosecution of the Work. The location of all temporary roadways and similar facilities shall be subject to the approval of the Owner and these shall be located and operated so as not to interfere with other work carried on by the Owner, by other contractors, or by municipalities.
- B. The Contractor shall make all necessary arrangements and provisions for the storage of materials and equipment to be used in this Contract. All excavated materials, construction equipment, and materials and equipment to be incorporated into the Work shall be placed so as not to injure any part of the Work or existing facilities and so that free access can be had at all times to all parts of the Work and to all public utility installations in the vicinity of the Work. Materials and equipment shall be kept neatly piled and compactly stored in such locations as will cause the minimum of inconvenience to public travel and adjoining property. Site area available on the construction site for storage of material and equipment shall be as shown on the Drawings.

- C. Material which are to become the property of the Owner shall be so stored as to facilitate their inspection and allow preservation of their quality and fitness, including proper protection against damage by freezing and wet weather; and they shall be placed under cover on wooden platforms or other hard, clean surfaces, and not on the ground.
- D. When a pay estimate is allowed on account of material delivered to the site or in the vicinity thereof or under the possession and control of the Contractor but not yet incorporated therein, such materials shall become the property of the Owner. If such material is stolen, destroyed or damaged by casualty before being used, the Contractor will be required to replace it at its own expense without further cost to the Owner. The Contractor shall comply with the provisions of Chapter 1309 of the Ohio Revised Code (Secured Transactions).

1.04 PAYMENT ITEMS

A. BID ITEM LUMP SUM TEMPORARY WORKS

1. Measurement

The Lump Sum price allocated for Bid Item No. 1: Temporary Works shall be full compensation for furnishing all tools, labor, equipment, and materials necessary for maintenance of traffic, temporary erosion and sediment control, mobilization and demobilization, staging area and access road installation, staging area and access road removal and restoration, diversion and care of water, and other materials as shown in the Drawings and in accordance with:

- Section 01 55 00 – Site Access and Storage
- Section 01 57 00 – Temporary Controls
- Section 01 57 19 – Temporary Environmental Controls
- Section 01 71 13 – Mobilization
- Section 31 69 69 – Diversion and Care of Water

Unless otherwise directed by the Owner, materials not suitable for use in restoration activities shall be disposed of off-site in a manner acceptable to local governing laws and regulations.

2. Payment

The Payment for these items shall be a lump sum price for work price per percent complete performed. The price quoted shall be full compensation for all supervision, labor, equipment, tools, materials, and incidentals to perform the work in this bid item. No payment will be made for work beyond the planned lines and grades unless specifically authorized by the Owner.

B. BID ITEM LUMP SUM DEMOLITION/REMOVALS

1. Measurement

The Lump Sum price allocated for Bid Item No. 2: Demolition/Removals shall be full compensation for furnishing all tools, labor, equipment, and materials necessary for clearing and grubbing, topsoil stripping and stockpiling, placing stockpiled topsoil, debris removal, and other materials as shown in the Drawings and in accordance with:

- Section 31 10 00 – Site Clearing and Grubbing

Unless otherwise directed by the Owner, materials not suitable for use in restoration activities shall be disposed of off-site in a manner acceptable to local governing laws and regulations.

2. Payment

The Payment for these items shall be a lump sum price for work price per percent complete performed. The price quoted shall be full compensation for all supervision, labor, equipment, tools, materials, and incidentals to perform the work in this bid item. No payment will be made for work beyond the planned lines and grades unless specifically authorized by the Owner.

C. BID ITEM LUMP SUM SITE CIVIL

1. Measurement

The Lump Sum price allocated for Bid Item No. 3: Site Civil shall be full compensation for furnishing all tools, labor, equipment, and materials necessary for grading and excavation and rock step and other materials as shown in the Drawings and in accordance with:

- Section 01 06 10 – Excavation – DigSafe
- Section 31 22 00 – Grading and Excavation
- Section 31 23 13 – Subgrade Preparation
- Section 31 25 00 – Erosion and Sedimentation Controls
- Section 35 01 10 – Rock Step

Unless otherwise directed by the Owner, materials not suitable for use in restoration activities shall be disposed of off-site in a manner acceptable to local governing laws and regulations.

2. Payment

The Payment for these items shall be a lump sum price for work price per percent complete performed. The price quoted shall be full compensation for all supervision, labor, equipment, tools, materials, and incidentals to perform the work in this bid item. No payment will be made for work beyond the planned lines and grades unless specifically authorized by the Owner.

D. BID ITEM LUMP SUM LANDSCAPING

1. Measurement

The Lump Sum price allocated for Bid Item No. 4: Landscaping shall be full compensation for furnishing all tools, labor, equipment, and materials necessary for seeding and mulching, landscape maintenance, watering, live brush layering, deciduous trees, bareroot, as-built survey, and other materials as shown in the Drawings and in accordance with:

- Section 32 92 00 – Seeding and Mulching
- Section 32 93 00 – Trees and Shrubs
- Section 32 93 42 – Bare Root Seedlings
- Section 31 35 00 – Live Brush Layering
- Section 32 91 00 – Erosion Control Blanket
- Section 32 93 33 – Live Stakes
- Section 02 21 13 – Site Surveys

Unless otherwise directed by the Owner, materials not suitable for use in restoration activities shall be disposed of off-site in a manner acceptable to local governing laws and regulations.

2. Payment

The Payment for these items shall be a lump sum price for work price per percent complete performed. The price quoted shall be full compensation for all supervision, labor, equipment, tools, materials, and incidentals to perform the work in this bid item. No payment will be made for work beyond the planned lines and grades unless specifically authorized by the Owner.

E. BID ITEM UNIT PRICE, ALTERNATE BID Phase III

1. Measurement

The Unit price allocated for Bid Item No. 5: Alternate Bid shall be on a per cubic yard of fill bases for furnishing all tools, labor, equipment, and materials necessary for placement of fill and planting of the Phase III Alternate Bid as shown in the Drawings and in accordance with:

- Section 01 06 10 – Excavation - DigSafe
- Section 31 22 00 – Grading and Excavation
- Section 32 92 00 – Seeding and Mulching

Unless otherwise directed by the Owner, materials not suitable for use in restoration activities shall be disposed of off-site in a manner acceptable to local governing laws and regulations.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

END OF SECTION

SECTION 01 21 00 – ALLOWANCES

PART 1 -- GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Schedule of monetary amounts of allowances in Contract Sum for purchase of designated products or performance of designated Work.
- B. Costs not included in Allowances.
- C. Procedures for administration of Allowances.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Reference Specifications

01 26 57	Change Order Requests
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1.03 COSTS INCLUDED IN ALLOWANCES

- A. Cost of product to Contractor or subcontractor, less applicable trade discounts.
- B. Delivery to site.
- C. Labor required under allowance, only when labor is specified to be included.
- D. Applicable taxes.

1.04 COSTS NOT INCLUDED IN ALLOWANCES

- A. Contractor shall include costs of the following:
 - 1. Products handling at site, including unloading, uncrating, and storage.
 - 2. Protection of products from elements and from damage.
 - 3. Labor for installation and finishing, except when installation is specified as part of allowance.
 - 4. Other expenses required to complete installation.
 - 5. Contractor markup, overhead and profit of the Work allowances.

1.05 CONTRACTOR RESPONSIBILITIES

- A. Assist Engineer in determining suppliers and installers; obtain proposals when requested.
- B. Make recommendations for Engineer's consideration.
- C. Promptly notify Engineer of any reasonable objections concerning equipment, supplier, or installer.

- D. On notification of selection execute purchase agreement with designated supplier or installer.
- E. Schedule shop drawings, product data, samples, and delivery dates, in progress schedule for products selected under allowances.
- F. Arrange for delivery. Promptly inspect products upon delivery for completeness, damage, and defects. Submit claims for transportation damage.
- G. Install, adjust, and finish products.
- H. Provide warranties for products and installation.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

END OF SECTION

SECTION 01 26 57 – CHANGE ORDER REQUESTS

PART 1 -- GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Promptly implement change order procedures.
 - 1. Provide full written data required to evaluate the time and associated costs of changes.
 - 2. Maintain detailed records of Work done on a time-and-material basis.
 - 3. Provide full documentation to Engineer.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Reference Specifications

01 60 00	Products, Materials, Equipment and Substitutions
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1.03 DEFINITIONS

- A. Change Order: See General Conditions and Supplementary Conditions.
- B. Work Directive Change: A written order to the Contractor, signed by Owner and Engineer, which amends the Contract Documents as described, and authorizes Contractor to proceed with a change which affects the Contract Price or the Contract Time, for inclusion in a subsequent Change Order.
- C. Field Order: The Engineer may issue, as required, a written order, instructions, or interpretations, signed by Engineer making minor changes in the Work not involving a change in Contract Price or Contract Time.

1.04 PRELIMINARY PROCEDURES

- A. Owner or Engineer may initiate changes by submitting a proposal request to Contractor. Such request is for information only, and is not an instruction to execute the changes, nor to stop Work in progress. Request will include:
 - 1. Detailed description of the change, products, and location of the change in the Project.
 - 2. Supplementary or revised Drawings and Specifications.
 - 3. The projected time span for making the change, and a specific statement as to whether overtime Work is, or is not, authorized.
 - 4. A specific period of time during which the requested price will be considered valid.
- B. Contractor may initiate changes by submitting a written notice to Engineer, containing:
 - 1. Description of the proposed changes.
 - 2. Statement of the reason for making the changes.

3. Statement of the effect on the Contract Price and the Contract Time.
4. Statement of the effect on the Work of subcontractors or other contractors.
5. Documentation supporting any change in Contract Price and/or Contract Time.

1.05 WORK DIRECTIVE CHANGE

- A. In lieu of proposal request, Owner and Engineer may issue a Work Directive Change ordering the Contractor to proceed with a change for subsequent inclusion in a Change Order.
- B. The Work Directive Change will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change, and will designate the method of determining any change in the Contract Price and/or Contract Time.
- C. Owner and Engineer will sign and date the Work Directive Change as authorization for the Contractor to proceed with the changes.
- D. Contractor may sign and date the Work Directive Change to indicate agreement with the terms therein.

1.06 DOCUMENTATION OF PROPOSALS AND CLAIMS

- A. Support each quotation for a lump sum proposal, and for each unit price which has not previously been established, with sufficient substantiating data including labor, equipment, overhead and profit to allow Engineer to evaluate the quotation.
- B. On request provide additional data to support time and cost computations:
 1. Labor required.
 2. Equipment required.
 3. Products required.
 - a. Recommended source of purchase and unit cost.
 - b. Quantities required.
 4. Taxes, insurance and bonds.
 5. Credit for Work deleted from Contract, similarly detailed and documented.
 6. Overhead and profit.
 7. Justification for any change in Contract Time. Justification shall include a revised project schedule identifying the impact of the change.
- C. Support each claim for additional costs, and for Work done on a time-and-material basis, with documentation as required for a lump-sum proposal, plus additional information:

1. Name of the Owner' authorized agent who ordered the Work, and date of the order.
2. Dates and times Work was performed, and by whom.
3. Time record, summary of hours worked, and hourly rates paid (Certified Payroll).
4. Receipts and invoices for:
 - a. Equipment used, listing dates and times of use, and hourly rates.
 - b. Products used, listing of quantities and receipted bills.
 - c. Subcontractors billings and description of Work performed.
- D. Document requests for substitutions for Products as specified in Section 01 60 00 – Products, Materials, Equipment and Substitutions.

1.07 PREPARATION OF CHANGE ORDERS

- A. Contractor will prepare each Change Order.
- B. Form: Change Order: Form included in Division 0.
- C. Change Order will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.
- D. Change Order will provide an accounting of the adjustment in the Contract Price and/or Contract Time.

1.08 LUMP-SUM OR FIXED PRICE CHANGE ORDER

- A. Content of Change Orders will be based on, either:
 1. Engineer's proposal request and Contractor's responsive proposal as mutually agreed between Owner and Contractor.
 2. Contractor's proposal for a change, as reviewed and approved by Engineer.
- B. Owner will sign and date the Change Order as authorization for the Contractor to proceed with the changes.
- C. Contractor shall sign and date the Change Order to indicate agreement with the terms therein.

1.09 UNIT PRICE CHANGE ORDER

- A. Content of Change Orders will be based on, either:
 1. Engineer's definition of the scope of the required changes.
 2. Contractor's proposal for a change, as recommended by Engineer.
 3. Measurement of completed Work.
- B. The amounts of the unit prices to be:

1. Those stated in the Agreement.
 2. Those mutually agreed upon between Owner and Contractor.
- C. When quantities of each of the items affected by the Change Order can be determined prior to start of the Work:
1. Owner will sign and date the Change Order as authorization for Contractor to proceed with the changes.
 2. Contractor shall sign and date the Change Order to indicate agreement with the terms therein.
- D. When quantities of the items cannot be determined prior to start of the Work:
1. Owner and Engineer will issue a Work Directive Change directing Contractor to proceed with the change on the basis of unit prices, and will cite the applicable unit prices.
 2. At completion of the change, Contractor will determine the cost of such Work based on the unit prices and quantities used. Contractor shall submit documentation to establish the number of units of each item and any claims for a change in Contract Time.
 3. Engineer will sign and date the Change Order to establish the Engineer's review and approval of the change in Contract Price and in Contract Time.
 4. Owner will sign and date the Change Order as authorization.
 5. Contractor shall sign and date the Change Order to indicate agreement with the terms therein.
- E. TIME AND MATERIAL WORK DIRECTIVE CHANGE AND CHANGE ORDER
1. Owner and Engineer will issue a Work Directive Change directing Contractor to proceed with the changes.
 2. At completion of the change, Contractor shall submit itemized accounting and supporting data as provided in paragraph 1.05 Documentation of Proposals and Claims.
 3. Contractor shall submit the allowable cost of such Work to Engineer for review. Engineer will recommend or deny approval to the Owner.
 4. Engineer will sign and date the Change Order to establish the Engineer's review and approval of the change in Contract Price and in Contract Time.
 5. Owner will sign and date the Change Order as authorization.
 6. Contractor shall sign and date the Change Order to indicate their agreement therewith.

F. CORRELATION WITH CONTRACTOR'S SUBMITTALS

1. Periodically revise Schedule of Values and Request for Payment forms to record each change as a separate item of Work, and to record the adjusted Contract Price.
2. Periodically revise the Construction Schedule to reflect each change in Contract Time. Revise subschedules to show changes for other items of Work affected by the changes.
3. Upon completion of Work under a Change Order, enter pertinent changes in Record Documents.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

END OF SECTION

SECTION 01 31 00 – PROJECT MANAGEMENT & COORDINATION

PART 1 -- GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Coordination of Work required by the Contract.

1.02 DESCRIPTION

- A. Coordinate scheduling, submittals, and work of the various sections of Specifications for efficient and orderly sequence of installation of construction elements, with provisions for accommodating items to be installed later.

1.03 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Reference Specifications

01 33 23	Shop Drawings, Product Data and Samples
01 77 00	Project Closeout

1.04 MEETINGS

- A. Hold coordination meetings and preinstallation conferences with personnel and subcontractors coordination of Work.

1.05 COORDINATION OF SUBMITTALS

- A. Schedule and coordinate submittals as specified in Section 01 33 23 – Shop Drawings, Product Data and Samples.
- B. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing equipment in service.
- C. Coordinate requests for substitutions from all subcontractors for compatibility of space, of operating elements, and effect on work of other sections.

1.06 COORDINATION OF CONTRACT CLOSEOUT

- A. Coordinate completion and cleanup of work in preparation for Substantial Completion.
- B. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, in a manner that minimizes disruption of Owner's activities.
- C. Assemble and coordinate closeout submittals specified in Section 01 77 00 – Project Closeout.

1.07 COORDINATION WITH OTHER CONTRACTORS

- A. Cooperate with other contractors working within the same site or on adjacent sites.
- B. Coordinate the Work of this Contract with other contractors so as not to interfere with or hinder the progress or completion of the work being performed by other contractors.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

END OF SECTION

SECTION 01 32 16 – PROJECT SCHEDULE

PART 1 -- GENERAL

1.01 SUMMARY – GENERAL REQUIREMENTS

- A. Contractor shall prepare and submit a cost loaded Project Schedule complying with the requirements of this specification.

1.02 SUBMITTALS

- A. Project Schedule submittals shall be made electronically in compliance with the Division 1 Specification, Submittals. Submit Project Schedule in XSL format.
- B. The Contractor shall submit a preliminary Project Schedule within 30 calendar days of the Owner's Notice to Proceed. Owner will review the preliminary Project Schedule for conformance with contract requirements and return comments to the Contractor.
- C. Contractor shall incorporate Owner's comments regarding the preliminary Project Schedule and submit the final Project Schedule within 60 days of the Owner's Notice to Proceed. When accepted by the Owner, the final Project Schedule shall be considered the Contractor's baseline Project Schedule and may be referred to as the CB.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION

3.01 SCHEDULE REQUIREMENT

- A. A schedule baseline or update is required per this specification even if a monthly pay application is not made by the Contractor.

END OF SECTION

SECTION 01 33 00 – SUBMITTAL PROCEDURES

PART 1 -- GENERAL

1.01 SUMMARY

- A. Wherever submittals are required by the Contract Documents, submit them to the Engineer for review and approval.
- B. Within 7 Days after the date of commencement as stated in the Notice to Proceed, submit the following items for review:
 1. Submittal Schedule
 - a. Submit a preliminary schedule of Shop Drawings, Samples, and proposed Substitutes ("or equal") submittals listed in the Bid.
 - b. Base the schedule of submittals on Contractor's priority, planned construction sequence and schedule, long-lead items, and size of submittal package.
 - c. Allow time for resubmittals.
 2. Submit a list of permits and licenses the Contractor shall obtain, indicating the agency required to grant the permit and the expected date of submittal for the permit and required date for receipt of the permit.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Reference Specifications

01 10 00	Summary of Work
01 29 73	Schedule of Values
01 32 16	Project Schedule
01 52 00	Equipment and Services
01 60 00	Products, Materials, Equipment, and Substitutions
01 77 00	Project Closeout

1.03 PRECONSTRUCTION CONFERENCE SUBMITTALS

- A. At the preconstruction conference of Section 01 10 00– Summary of Work, submit the following items to the Engineer for review:
 1. a revised schedule of Shop Drawings, Samples, and proposed Substitution ("or-equal") submittals listed in the Bid;
 2. a list of permits and licenses the Contractor shall obtain, indicating the agency required to grant the permit, the expected date of submittal for the permit, and required date for receipt of the permit;
 3. a preliminary schedule of values in accordance with Section 01 29 73 – Schedule of Values;

4. a 60-Day plan of operation in accordance with Section 01 32 16 – Project Schedule;

1.04 SHOP DRAWINGS

- A. Wherever called for in the Contract Documents or where required by the Engineer, furnish one copy plus one reproducible copy of each Shop Drawing submittal.
- B. Shop Drawings may include detail design calculations, shop-prepared drawings, fabrication and installation drawings, erection drawings, lists, graphs, catalog sheets, data sheets, and similar items.
- C. Whenever the Contractor is required to submit design calculations as part of a submittal, such calculations shall bear the signature and seal of an engineer registered in the appropriate branch and in the state wherein the Project is located, unless otherwise indicated.
- D. Transmittal Form
 1. Shop Drawing submittals shall be accompanied by the Engineer's standard submittal transmittal form, a reproducible copy of which is available from the Engineer.
 2. A submittal without the form, or where applicable items on the form have not been completed, will be returned for resubmittal.
- E. Organization
 1. Use a single submittal transmittal form for each technical specification Section or item or class of material or equipment for which a submittal is required.
 2. A single submittal covering multiple Sections will not be accepted, unless the primary specification references other Sections for components: For example, if a pump Section references other Sections for the motor, shop-applied protective coating, anchor bolts, local control panel, and variable frequency drive, a single submittal would be accepted, whereas a single submittal covering vertical turbine pumps and horizontal split-case pumps would not be accepted.
 3. On the transmittal form, index the components of the submittal.
 4. Relate the submittal components to specification paragraph and subparagraph, Drawing number, detail number, schedule title, room number, or building name, as applicable.
 5. Unless otherwise indicated, match terminology and equipment names and numbers used in the submittals with those used in the Contract Documents.
- F. Format
 1. Submittals shall be submitted as a PDF document.
 2. Number every page in a submittal in sequence.

3. Where product data from a manufacturer is submitted, clearly mark which model is proposed, with complete pertinent data capacities, dimensions, clearances, diagrams, controls, connections, anchorage, and supports.
4. Present a sufficient level of detail for assessment of compliance with the Contract Documents.
5. Before accepting the number system option in the following Subparagraph, the Specifier should verify that the document tracking system will function under an alphanumeric system. If not, select the second optional wording for compatibility.
6. Numbering
 - a. Assign to each submittal a unique number.
 - b. Number the submittals sequentially, with the submittal numbers clearly noted on the transmittal.
 - c. Assign original submittals a numeric submittal number followed by a letter of the alphabet in order to distinguish between the original submittal and each resubmittal: For example, if submittal "25-A" requires a resubmittal, the first resubmittal will bear the designation "25-B" and the second resubmittal will bear the designation "25-C," and so on.
 - d. Assign original submittals a numeric submittal number followed by a decimal point and a numeric digit in order to distinguish between the original submittal and each resubmittal: For example, if submittal "25.1" requires a resubmittal, the first resubmittal will bear the designation "25.2" and the second resubmittal will bear the designation "25.3," and so on.
- G. Disorganized submittals that do not meet the requirements of the Contract Documents will be returned without review.
- H. Engineer's Review
 1. Except as otherwise indicated, the Engineer will return prints of each submittal to the Contractor with comments noted thereon, within 30 Days following receipt by the Engineer.
 2. It is considered reasonable that the Contractor shall make a complete and acceptable submittal to the Engineer by the first resubmittal on an item.
 3. The Owner reserves the right to withhold monies due to the Contractor to cover additional costs of the Engineer's review beyond the first resubmittal.
 4. The Engineer's maximum review period for each submittal or resubmittal will be 30 Days; thus, for a submittal that requires 2 resubmittals before it is complete, the maximum review period could be 90 Days.
- I. If a submittal is returned to the Contractor marked "NO EXCEPTIONS TAKEN," formal revision and resubmission will not be required.

- J. If a submittal is returned marked "MAKE CORRECTIONS NOTED," the Contractor shall make the corrections on the submittal, but formal revision and resubmission will not be required.
- K. Resubmittals
1. If a submittal is returned marked "AMEND-RESUBMIT," the Contractor shall revise the submittal and resubmit the required number of copies.
 2. Resubmittal of portions of multi-page or multi-drawing submittals will not be accepted: For example, if a Shop Drawing submittal consisting of 10 drawings contains one drawing noted as "AMEND-RESUBMIT," the submittal as a whole is deemed "AMEND-RESUBMIT," and 10 drawings are required to be resubmitted.
 3. Every change from a submittal to a resubmittal or from a resubmittal to a subsequent resubmittal shall be identified and flagged on the resubmittal.
- L. Rejected Submittals
1. If a submittal is returned marked "REJECTED-RESUBMIT," it shall mean either that the proposed material or product does not satisfy the specification, the submittal is so incomplete that it cannot be reviewed, or is a substitution request not submitted in accordance with Section 01 60 00 – Products, Materials, Equipment, and Substitutions. That will not be reviewed because it is submitted after award of the Contract.
 2. In the latter case, the Contractor shall submit the substitution request according to the requirements of Section 01 60 00 – Products, Materials, Equipment, and Substitutions.
 3. The resubmittal of rejected portions of a previous submittal will not be accepted.
- M. The fabrication of an item may commence only after the Engineer has reviewed the pertinent submittals and returned copies to the Contractor marked either "NO EXCEPTIONS TAKEN" or "MAKE CORRECTIONS NOTED."
- N. Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as changes to the contract requirements.
- O. Review by Contractor
1. Submittals shall be carefully reviewed by an authorized representative of the Contractor prior to submission to the Engineer.
 2. Each submittal shall be dated and signed by the Contractor as being correct and in strict conformance with the Contract Documents.
 3. In the case of Shop Drawings, each sheet shall be so dated and signed.
 4. Any deviations from the Contract Documents shall be noted on the transmittal sheet.

5. The Engineer will only review submittals that have been so verified by the Contractor.
6. Non-verified submittals will be returned to the Contractor without action taken by the Engineer, and any delays caused thereby shall be the total responsibility of the Contractor.

P. Conformance

1. Corrections or comments made on the Contractor's Shop Drawings during review shall not relieve the Contractor from compliance with Contract Drawings and Specifications.
2. A lack of comments made on the Contractor's Shop Drawings during review shall not relieve the Contractor from compliance with Contract Drawings and Specifications.
3. Review is for conformance to the design concept and general compliance with the Contract Documents only.
4. The Contractor shall be responsible for confirming and correlating quantities and dimensions, fabrication processes and techniques, coordinating Work with the trades, and satisfactory and safe performance of the Work.

1.05 SAMPLES

A. Quantity

1. The Contractor shall submit the number of samples indicated by the Specifications.

1.06 AS-BUILT DRAWINGS

A. On-Site Drawings Set

1. Maintain one set of Drawings at the Site for the preparation of as-built drawings.
2. On this set, mark every project condition, location, configuration, and any other change or deviation which may differ from the Contract Drawings at the time of award, including buried or concealed construction and utility features that are revealed during the course of construction.
3. Give special attention to recording the horizontal and vertical location of buried utilities that differ from the locations indicated, or that were not indicated on the Contract Drawings.
4. Supplement the as-built drawings by any detailed sketches as necessary or as directed, in order to fully indicate the Work as actually constructed.
5. The as-built drawings are the Contractor's representation of as-built conditions, shall include revisions made by addenda and change orders, and shall be maintained up-to-date during the progress of the Work.
6. Use red font for alterations and notes.

7. Notes shall identify relevant Change Orders by number and date.

B. Submittal

1. Contractor shall submit copies of redlined as-built drawings to Engineer and Owner within 7 days of Substantial Completion.

C. As-built drawings shall be accessible to the Engineer during the construction period.

D. Final Payment

1. Final payment will not be acted upon until the as-built drawings have been completed and delivered to the Engineer.

E. Information submitted by the Contractor will be assumed to be correct, and the Contractor shall be responsible for the accuracy of such information

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

END OF SECTION

SECTION 01 33 23 – SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1 -- GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Procedures for submittals.
- B. Schedule of submittals.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Reference Standards

Occupational Safety and Health Administration (OSHA)

1.03 SHOP DRAWINGS

- A. Present in a clear and thorough manner. Title each drawing with Project name and number; identify each element of drawings by reference to sheet number, detail and schedule of Contract Documents. The Contractor shall use and complete the transmittal form included at the end of this Section.
- B. Identify field dimensions; show relation to adjacent or critical features or Work or products.
- C. Minimum Sheet Size: multiples of 8-1/2 x 11 inches.
- D. Required format: PDF

1.04 PRODUCT DATA

- A. Submit only pages which are pertinent; mark each copy of standard printed data to identify pertinent products, referenced to Specification Section and Article number. Show reference standards, performance characteristics, and capacities; wiring and piping diagrams and controls; component parts; finishes; dimensions; and required clearances. Provide Material Safety Data Sheets required by OSHA for all chemicals to be supplied under this Contract. Submittals made without the required transmittal form which clearly identifies the respective specification section number for which the submittal is being made will be returned without review. It is the Contractor's responsibility to make clearly identified submittals.
- B. Modify manufacturer's standard schematic drawings and diagrams to supplement standard information and to provide information specifically applicable to the Work. Delete information not applicable.
- C. Provide manufacturer's preparation, assembly, delivery, storage, installation, start up, adjusting, and finishing instructions.
- D. If similar or identical submittal material can be submitted under more than one specification section, the Contractor shall make separate clearly identified submittals for each specification section. Submittal materials for any specification section shall be complete for that section; partial submittals are unacceptable.

1.05 SAMPLES

- A. Acceptable samples which may be used in the Work are indicated in the specification section.
- B. Label each sample with identification required for transmittal letter.
- C. Provide field samples of finishes at Project, at location acceptable to Engineer, as required by individual specification sections. Install each sample complete and finished. Acceptable finishes in place may be retained in completed work.
- D. Those provisions of paragraph 1.03 which relate to submittal identification and completeness are applicable for sample submittal.

1.06 CONTRACTOR REVIEW

- A. Review submittals prior to transmittal; determine and verify field measurements, field construction criteria, manufacturer's catalog numbers, and conformance of submittal with requirements of Contract Documents.
- B. Coordinate submittals with requirements of Work and of Contract Documents.
- C. Sign and date each sheet of shop drawings and product data, and each sample label to certify compliance with requirements of Contract Documents. Notify Engineer in writing at time of submittal, of any deviations from requirements of Contract Documents.
- D. Do not fabricate or ship products or begin work which requires submittals until return of submittal that Engineer has reviewed.
- E. Contractor shall check and verify all field measurements and shall be responsible for prompt submission of all shop and working drawings so that there shall be no delay in the Work.
- F. Contractor shall be responsible for the delays and/or additional expenses that result from the Contractor's failure to submit a complete submittal and/or to identify portions of the submittal that does not conform to the specifications.

1.07 SUBMITTAL REQUIREMENTS

- A. Transmit submittals with required submittal form included herewith, in accordance with the Progress Schedule and in such sequence to avoid delay in the Work.
- B. Apply Contractor's stamp, signed certifying to review, verification of products, field dimensions and field construction criteria, and coordination of information with requirements of Work and Contract Documents.
- C. Submit PDF copies of shop drawings.
- D. Submit product data; reviewed submittals to be distributed to the Contractor.
- E. Submit number of samples required by individual specification sections.

- F. Submit to Engineer using transmittal form provided in this Section. Identify Project by title and number. Identify work and product by specification section and paragraph number. Engineer will designate a submittal number upon receipt.
- G. Review by Engineer of any deviation in material, workmanship or equipment proposed subsequent to approval of the shop drawings, samples or design data shall be requested in writing by the Contractor.

1.08 RESUBMITTALS

- A. Make resubmittals under procedures specified for initial submittals; identify changes made since previous submittal.

1.09 ENGINEER REVIEW

- A. Engineer will respond to submittals with reasonable promptness.
- B. Submittals reviewed will be returned stamped as follows:

____ **NO EXCEPTION TAKEN**

____ **MAKE CORRECTIONS NOTED**

____ **AMEND AND RESUBMIT**

____ **REJECTED RESUBMIT**

Corrections or comments made relative to submittals during this review do not relieve the contractor from compliance with the requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for confirming and correlating all qualities and dimensions; selecting fabrication processes and techniques of construction; coordinating their work with that of other trades, and performing their work in a safe and satisfactory manner.

1.10 DISTRIBUTION

- A. Duplicate and distribute reproductions of shop drawings, copies of product data, and samples, which bear Engineer's stamp to job site file, Record Documents file, subcontractors, suppliers, other affected contractors, and other entities requiring information.

1.11 SCHEDULE OF SUBMITTALS

- A. Shop drawings, product data and sample submittals shall be made in a timely and logical fashion taking into account work scheduling and job progress.

- B. It is the Contractor's responsibility to prepare, coordinate, and review all submittals prior to delivery to Engineer. The Engineer will review each submittal and the first resubmittal at no cost to the Contractor. The Contractor shall reimburse the Owner for all reasonable costs associated with the Engineer's, and his consultants, review of each subsequent resubmittal.

1.12 REVIEW QUALIFICATION

- A. Regardless of corrections made or acceptance of such drawings by the Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the Contract Documents. The Contractor shall notify the Engineer in writing of any deviations at the time he furnishes such drawings.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

END OF SECTION

SECTION 01 45 00 – QUALITY CONTROL

PART 1 -- GENERAL

1.01 DEFINITION

- A. Specific quality control requirements for the Work are indicated throughout the Contract Documents. The requirements of this Section are primarily related to performance of the Work beyond furnishing of manufactured products. The term "Quality Control" includes inspection, sampling and testing, and associated requirements.

1.02 INSPECTION AT PLACE OF MANUFACTURE

- A. Unless otherwise indicated, all products, materials, and equipment shall be subject to inspection by the Engineer at the place of manufacture.
- B. The presence of the Engineer at the place of manufacturer, however, shall not relieve the Contractor of the responsibility for providing products, materials, and equipment which comply with all requirements of the Contract Documents. Compliance is a duty of the Contractor and said duty shall not be avoided by any act or omission on the part of the Engineer.

1.03 SAMPLING AND TESTING

- A. Unless otherwise indicated, all sampling and testing will be in accordance with the methods prescribed in the current standards of the ASTM, as applicable to the class and nature of the article or materials considered; however, the Owner reserves the right to use any generally-accepted system of sampling and testing which, in the opinion of the Engineer will demonstrate the quality of the workmanship is in full accord with the Contract Documents.
- B. Any waiver by the Owner of any specific testing or other quality assurance measures, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the testing or other quality assurance requirements originally indicated, and whether or not such guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial Work, shall not be construed as a waiver of any requirements of the Contract Documents.
- C. Notwithstanding the existence of such waiver, the Engineer reserves the right to make independent investigations and tests, and failure of any portion of the Work to meet any of the requirements of the Contract Documents, shall be reasonable cause for the Engineer to require the removal or correction and reconstruction of any such Work in accordance with the General Conditions.

1.04 INSPECTION AND TESTING SERVICE

- A. Inspection and testing laboratory service shall comply with the following:
 - 1. Unless indicated otherwise by the Technical Specifications, the Owner will appoint, employ, and pay for services of an independent firm to perform inspection and testing or will perform inspection and testing itself.

2. The Owner or independent firm will perform inspections, testings, and other services as required by the Engineer under Paragraph 1.3C above.
3. Reports of testing, regardless of whether the testing was the Owner's or the Contractor's responsibility, will be submitted to the Engineer in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
4. The Contractor shall by the Owner or independent firm furnish samples of materials, design mix, equipment, tools, storage, and assistance as requested.
5. The Contractor shall notify Engineer 48 hours prior to the expected time for operations requiring inspection and laboratory testing services.
6. Retesting required because of non-conformance to requirements shall be performed by the same independent firm on instructions by the Engineer. The Contractor shall bear all costs from such retesting.
7. For samples and tests required for Contractor's use, the Contractor shall make arrangements with an independent firm for payment and scheduling of testing. The cost of sampling and testing for the Contractor's use shall be the Contractor's responsibility.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION

3.01 INSTALLATION

- A. Inspection: The Contractor shall inspect materials or equipment upon the arrival on the job site and immediately prior to installation and reject damaged and defective items.
- B. Measurements: The Contractor shall verify measurements and dimensions of the Work, as an integral step of starting each installation.
- C. Manufacturer's Instructions: Where installations include manufactured products, the Contractor shall comply with manufacturer's applicable instructions and recommendations for installation, to whatever extent these are more explicit or more stringent than applicable requirements indicated in Contract Documents.

END OF SECTION

SECTION 01 55 00 – SITE ACCESS AND STORAGE

PART 1 -- GENERAL

1.01 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Reference Standards

American National Standards Institute (ANSI)	
ANSI D6.1	Manual on Uniform Traffic Control Devices for Streets and Highways

1.02 HIGHWAY LIMITATIONS

- A. The Contractor shall make its own investigation of the condition of available public and private roads and of clearances, restrictions, bridge load limits, and other limitations affecting transportation and ingress and egress to the site of the Work. It shall be the Contractor's responsibility to construct and maintain any haul roads required for its construction operations.

1.03 TEMPORARY CROSSINGS

- A. General: Continuous, unobstructed, safe, and adequate pedestrian and vehicular access shall be provided to fire hydrants, commercial and industrial establishments, churches, schools, parking lots, service stations, motels, fire and police stations, and hospitals. Safe and adequate public transportation stops and pedestrian crossings at intervals not exceeding 300-feet shall be provided. The Contractor shall cooperate with parties involved in the delivery of mail and removal of trash and garbage so as to maintain existing schedules for such services. Vehicular access to residential driveways shall be maintained to the property line except when necessary, construction precludes such access for reasonable periods of time.
- B. Temporary Bridges: Wherever necessary, to maintain vehicular crossings, the Contractor shall provide suitable temporary bridges or steel plates over unfilled excavations, except in such cases as the Contractor shall secure the written consent of the responsible individuals or authorities to omit such temporary bridges or steel plates, which written consent shall be delivered to the Engineer prior to excavation. Such bridges or steel plates shall be maintained in service until access is provided across the backfilled excavation. Temporary bridges or steel plates for street and highway crossing shall conform to the requirements of the authority having jurisdiction in each case, and the Contractor shall adopt designs furnished by said authority for such bridges or steel plates, or shall submit designs to said authority for approval, as may be required.

- C. **Street Use:** Nothing herein shall be construed to entitle the Contractor to the exclusive use of any public street, alleyway, or parking area during the performance of the Work hereunder, and it shall conduct its operations to not interfere unnecessarily with the authorized work of utility companies or other agencies in such streets, alleyways, or parking areas. No street shall be closed to the public without first obtaining permission of the Owner and proper governmental authority. Where excavation is being performed in primary streets or highways, one lane in each direction shall be kept open to traffic at all times unless otherwise indicated. Toe boards shall be provided to retain excavated material if required by the Engineer or the agency having jurisdiction over the street or highway. Fire hydrants on or adjacent to the Work shall be kept accessible to fire-fighting equipment. Temporary provisions shall be made by the Contractor to allow the use of sidewalks and the proper functioning of gutters, storm drain inlets, and other drainage facilities.
- D. **Traffic Control:** For the protection of traffic in public or private streets and ways, the Contractor shall provide, place, and maintain necessary barricades, traffic cones, warning signs, lights, and other safety devices in accordance with the requirements of the "Guidelines for Traffic Control in Work Zones," published by Ohio Department of Transportation "Manual of Uniform Traffic Control Devices, Part VI - Traffic Controls for Street and Highway Construction and Maintenance Operations," published by U.S. Department of Transportation, Federal Highway Administration (ANSI D6.1).
1. The Contractor shall take necessary precautions for the protection of the Work and the safety of the public. Barricades and obstructions shall be illuminated at night, and lights shall be kept burning from sunset until sunrise. The Contractor shall station such guards or flaggers and shall conform to such special safety regulations relating to traffic control as may be required by the public authorities within their respective jurisdictions. Signs, signals, and barricades shall conform to the requirements of ODOT and Subpart G, Part 1926, of the OSHA Safety and Health Standards for Construction.
 2. The Contractor shall submit 3 copies of a traffic control plan to the Township Engineer for approval a minimum of 2 weeks prior to construction. The Township Engineer shall be allowed access to observe these traffic control plans in use and to make any changes as field conditions warrant. Any changes required by the Township Engineer shall supersede these plans and be done solely at the Contractor's expense.
 3. The Contractor shall remove traffic control devices when no longer needed, repair damage caused by installation of the devices, and shall remove post settings and backfill the resulting holes to match grade.
- E. **Temporary Street Closure:** If closure of any street is required during construction, the Contractor shall apply in writing to the Township Engineer and any other jurisdictional agency at least 30 Days in advance of the required closure. A Detour and Traffic Control Plan shall accompany the application.
- F. **Temporary Driveway Closure:** The Contractor shall notify the owner or occupant (if not owner-occupied) of the closure of the driveways to be closed more than one 8 hour work day at least 3 working days prior to the closure. The Contractor shall minimize the inconvenience and minimize the time period that the driveways will be closed. The Contractor shall fully explain to the owner/occupant how long the closure will take and when closure will start.

1.04 CONTRACTOR'S WORK AND STORAGE AREA

- A. The Owner will designate and arrange for the Contractor's use, a portion of the property adjacent to the Work for its exclusive use during the term of the Contract as a storage and shop area for its construction operations on the Work. At completion of Work, the Contractor shall return this area to its original condition, including grading and landscaping.
- B. The Contractor shall make its own arrangements for any necessary off-Site storage or shop areas necessary for the proper execution of the Work.
- C. Lands to be furnished by the Owner for camp sites, construction operations, concrete aggregate pits, roads, and other purposes are indicated. Should the Contractor find it necessary to use any additional land for its camp or for other purposes during the construction of the Work, it shall arrange for the use of such lands at its own expense.
- D. The Contractor shall construct and use a separate storage area for hazardous materials used in constructing the Work.
 - 1. For the purpose of this paragraph, hazardous materials to be stored in the separate area are products labeled with any of the following terms: Warning, Caution, Poisonous, Toxic, Flammable, Corrosive, Reactive, or Explosive. In addition, whether or not so labeled, the following materials shall be stored in the separate area: diesel fuel, gasoline, new and used motor oil, hydraulic fluid, cement, paints and paint thinners, 2 part epoxy coatings, sealants, asphaltic products, glues, solvents, wood preservatives, sand blast materials, and spill absorbent.
 - 2. Hazardous materials shall be stored in groupings according to the Material Safety Data Sheets.
 - 3. The Contractor shall develop and submit to the Engineer a plan for storing and disposing of the materials above.
 - 4. The Contractor shall obtain and submit to the Engineer a single EPA number for wastes generated at the Site.
 - 5. The separate storage area shall meet the requirements of authorities having jurisdiction over the storage of hazardous materials.
 - 6. The separate storage area shall be inspected by the Warren County Soil & Water Conservation District prior to construction of the area, upon completion of construction of the area, and upon cleanup and removal of the area.
 - 7. Hazardous materials that are delivered in containers shall be stored in the original containers until use. Hazardous materials delivered in bulk shall be stored in containers which meet the requirements of authorities having jurisdiction.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

END OF SECTION

SECTION 01 57 19 – TEMPORARY ENVIRONMENTAL CONTROLS

PART 1 -- GENERAL

1.01 DUST ABATEMENT

- A. The Contractor shall prevent its operation from producing dust in amounts damaging to property, cultivated vegetation, or domestic animals, or causing a nuisance to persons living in or occupying buildings in the vicinity of the Site. The Contractor shall be responsible for any damage resulting from dust originating from its operations. Dust abatement measures shall be continued until the Contractor is relieved of further responsibility by the Engineer.
- B. Storage Piles: Enclose, cover, water (as needed), or apply non-toxic soil binders according to manufacturer's specifications on material piles (i.e. gravel, sand, dirt) with a silt content of 5 percent or greater.
- C. Active Areas of Site: Water active construction areas and unpaved roads as needed and as requested by Engineer.
- D. Inactive Areas of Site: Apply non-toxic soil stabilizers according to manufacturer's specifications to inactive construction areas, or water as needed to maintain adequate dust control.
- E. Vehicle Loads: Cover or maintain at least 2-feet of freeboard vertical distance between the top of the load and the top of the trailer sides on trucks hauling dirt, sand, soil, or other loose materials off of the Site.
- F. Roads: When there is visible track-out onto a paved public road, install wheel washers where the vehicles exit and enter onto the paved roads and wash the undercarriage of trucks and any equipment leaving the Site on each trip. Sweep the paved street at the end of each shift with mobile water spray pick-up broom-type street sweeper as necessary or as directed.
- G. Vehicle Speeds: If watering of unpaved roads is not sufficient to control dust, reduce vehicle speeds to 15 mph or less on such roads.

1.02 SEDIMENTATION ABATEMENT

- A. The Contractor shall be responsible for collecting, storing, hauling, and disposing of spoil, silt, and waste materials in compliance with applicable federal, state, and local rules and regulations and the Contract Documents.
- B. Install and maintain erosion and sediment control measures, such as swales, grade stabilization structures, berms, dikes, waterways, filter fabric fences, and sediment basins.
- C. Filter fabric barrier systems, if used, shall be installed in such a manner that surface runoff will percolate through the system in sheet flow fashion and allow sediment to be retained and accumulated.

- D. Remove and dispose of sediment deposits at the designated spoil area. If a spoil area is not indicated, dispose of sediment off-Site at a location not in or adjacent to a stream or floodplain. Sediment to be placed at the spoil area should be spread evenly, compacted, and stabilized. Sediment shall not be allowed to flush into a stream or drainage way.
- E. Maintain erosion and sediment control measures until final acceptance or until requested by the Engineer to remove it.

1.03 RUBBISH CONTROL

- A. During the progress of the Work, the Contractor shall keep the Site and other areas for which it is responsible in a neat and clean condition and free from any accumulation of rubbish. The Contractor shall dispose of rubbish and waste materials of any nature and shall establish regular intervals of collection and disposal of such materials and waste. The Contractor shall also keep its haul roads free from dirt, rubbish, and unnecessary obstructions resulting from its operations. Disposal of rubbish and surplus materials shall be off the Site in accordance with local codes and ordinances governing locations and methods of disposal and in conformance with applicable safety laws and the particular requirements of Part 1926 of the OSHA Safety and Health Standards for Construction.

1.04 SANITATION

- A. Toilet Facilities: Fixed or portable chemical toilets shall be provided wherever needed for the use of employees. Toilets shall conform to the requirements of Part 1926 of the OSHA Standards for Construction.
- B. Sanitary and Other Organic Wastes: The Contractor shall establish a regular daily collection of sanitary and organic wastes. Wastes and refuse from sanitary facilities provided by the Contractor or organic material wastes from any other source related to the Contractor's operations shall be disposed of away from the Site in a manner satisfactory to the Engineer and in accordance with Laws and Regulations pertaining thereto.

1.05 CHEMICALS

- A. Chemicals used on the Work or furnished for facility operation, whether defoliant, soil sterilant, herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, shall show approval of either the U.S. Environmental Protection Agency or the U.S. Department of Agriculture. Use of such chemicals and disposal of residues shall be in strict accordance with the printed instructions of the manufacturer. In addition, see the requirements set forth in Article 6 of the General Conditions.

1.06 CULTURAL RESOURCES

- A. The Contractor's attention is directed to the National Historic Preservation Act of 1966 (16 U.S.C. 470) and 36 CFR 800 which provides for the preservation of potential historical architectural, archaeological, or cultural resources (hereinafter called "cultural resources").
- B. In the event potential cultural resources are discovered during subsurface excavations at the Site, the following procedures shall be instituted:

1. The Owner will issue a temporary Notice to Suspend Work directing the Contractor to cease construction operations at the location of such potential cultural resources find.
 2. The suspension Notice will contain the following:
 - a. A clear description of the Work to be suspended
 - b. Instructions regarding issuance of further orders by the Contractor for material services
 - c. Guidance as to the action to be taken on subcontracts
 - d. Suggestions to the Contractor to minimize incurred costs
 - e. Estimated duration of the temporary suspension.
 3. Such suspension shall be effective until such time as a qualified archeologist can assess the value of the potential cultural resources and make recommendations to the Agent of State Historical Preservation Officer.
 4. The Owner will implement appropriate actions as directed by the Agent of State Historical Preservation Officer or Project Manager. The Contractor shall cease Work in the area of a discovery until appropriate actions have been determined in accordance with this paragraph.
 5. If human remains are discovered, Work in the immediate vicinity of the find shall stop. The County Coroner shall be notified.
- C. If the archeologist determines that the potential find is a bonafide cultural resource, at the direction of the Agent of State Historical Preservation Officer, the Owner will extend the duration of the suspension.
- D. Changes to the Contract Price and Contract Times for suspension due to discovery of a potential cultural resource will be made in the following manner:
1. Contract Times
 - a. If the Work temporarily suspended is on the "critical path", the total number of Days for which the suspension is in effect will be added to the Contract Times.
 - b. If a portion of Work at the time of such suspension is not on the "critical path", but subsequently becomes Work on the critical path, the Contract Times will be computed from the date such Work is classified as on the critical path.
 2. Contract Price
 - a. If, as a result of a cultural resources suspension, the Contractor sustains a loss that could not have been avoided by judicious handling of forces and equipment or redirection of forces or equipment to perform other Work on the contract, there will be paid an amount based on time and materials for the loss in accordance with the following:

- 1) Idle Time of Equipment: Compensation for equipment idle time will be determined in accordance with the General Conditions for equipment time and equipment rental time.
 - 2) Idle Time of Labor: Compensation for idle time of workers will be determined in accordance with the General Conditions for labor.
- b. Costs of labor will be compensated only to the extent such cost was in fact caused by the suspension.
 - c. Compensation for loss due to idle time of either equipment or labor will not include markup for profit.
 - d. The hours for which compensation will be paid will be the actual normal working time during which such suspension lasts but will in no case exceed eight hours in any single Day.
 - e. The days for which compensation will be paid exclude Saturdays, Sundays, and legal holidays during the suspension.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

END OF SECTION

SECTION 01 71 13– MOBILIZATION AND DEMOBILIZATION

PART 1 -- GENERAL

1.01 THE SUMMARY

- A. Contractor shall mobilize as required for the proper performance and completion of the Work and in accordance with the Contract Documents.
- B. Mobilization shall include at least the following items:
 - 1. Moving onto the Site of Contractor's equipment.
 - 2. Arranging for and erection of Contractor's Work and storage yards.
 - 3. Obtaining required permits.
 - 4. Having OSHA required notices and establishing safety programs.
 - 5. Having the Contractor's superintendent at the Site full time.
 - 6. Submitting initial submittals.

1.02 PAYMENT FOR MOBILIZATION

- A. The Contractor's attention is directed to the condition that no payment for mobilization, or any part thereof, will be recommended for payment under the Contract until mobilization items listed above have been completed.

1.03 PAYMENT FOR DEMOBILIZATION

- A. The Contractor's attention is directed to the condition that no payment for mobilization, or any part thereof, will be recommended for payment under the Contract until mobilization items listed above have been completed.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

END OF SECTION

SECTION 01 77 00 – PROJECT CLOSEOUT

PART 1 -- GENERAL

1.01 FINAL CLEANUP

- A. The Contractor shall promptly remove from the vicinity of the completed Work, all rubbish, unused materials, concrete forms, construction equipment, and temporary structures and facilities used during construction. Final acceptance of the Work by the Owner will be withheld until the Contractor has satisfactorily performed the final cleanup of the Site.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Reference Specifications

01 33 00	Submittal Procedures
01 57 19	Temporary Environmental Controls

1.03 CLOSEOUT TIMETABLE

- A. The Contractor shall establish dates for acceptance periods, and on-site inspections. Such dates shall be established not less than one week prior to beginning any of the foregoing items, to allow the Owner, the Engineer, and their authorized representatives sufficient time to schedule attendance at such activities.

1.04 FINAL SUBMITTALS

- A. The Contractor, prior to requesting final payment, shall obtain and submit the following items to the Engineer for transmittal to the Owner:
1. Written guarantees, where required.
 2. Completed record drawings.
 3. Bonds for roofing, maintenance, etc., as required.
 4. Certificates of inspection and acceptance by local governing agencies having jurisdiction.
- B. Evidence of payment and release of liens in accordance with conditions of the Contract.
- C. Consent of Surety to final payment.
- D. Releases from all parties who are entitled to claims against the subject project, property, or improvement pursuant to the provisions of law.

1.05 MAINTENANCE AND GUARANTEE

- A. The Contractor shall comply with the maintenance and guarantee requirements.

- B. Replacement of earth fill or backfill, where it has settled below the required finish elevations, shall be considered as a part of such required repair work, and any repair or resurfacing constructed by the Contractor which becomes necessary by reason of such settlement shall likewise be considered as a part of such required repair work unless the Contractor shall have obtained a statement in writing from the affected private owner or public agency releasing the Owner from further responsibility in connection with such repair or resurfacing.
- C. The Contractor shall make all repairs and replacements promptly upon receipt of written order from the Owner. If the Contractor fails to make such repairs or replacements promptly, the Owner reserves the right to do the Work and the Contractor and its surety shall be liable to the Owner for the cost thereof.

1.06 BOND

- A. The Contractor shall provide a bond to guarantee performance of the provisions contained in Paragraph "Maintenance and Guarantee" above, and Article 15 of the General Conditions.

PART 2 -- PRODUCTS (NOT USED)

PART 3 -- EXECUTION (NOT USED)

END OF SECTION

SECTION 31 10 00 – SITE CLEARING AND GRUBBING

PART 1 -- GENERAL

1.01 SUMMARY

- A. In its initial move onto the Site, the Contractor shall protect existing fences, houses and associated improvements, streets, and utilities downslope of construction areas from damage due to boulders, trees, or other objects dislodged during the construction process and clear, grub, strip; and regrade certain areas, in accordance with the Contract Documents.

1.02 SITE INSPECTION

- A. Prior to moving onto the Site, the Contractor shall inspect the Site conditions and review maps of the Site and facilities delineating the Owner's property and right-of-way lines.

PART 2 -- PRODUCTS – [NOT USED]

PART 3 -- EXECUTION

3.01 PREPARATION

- A. Contractor shall protect all areas within tree protection fencing as shown on the Contract Documents.

3.02 PROTECTION

- A. Contractor shall protect from damage utilities and structures that are to remain.
- B. Contractor shall protect trees, plant growth, and features designated to remain as final landscaping. See drawing for tree protection details and locations.

3.03 CLEARING AND GRUBBING

- A. Clearing and grubbing shall be performed in accordance with Ohio Department of Transportation (ODOT) Construction and Materials Specification (CMS) Item 201, except as otherwise noted within Section 31 10 00.
- B. Clearing and grubbing shall consist of cutting and disposing of trees, brush, windfalls, logs, and other vegetation, and the removing and disposing of roots, stumps, grubs, logs, and other timber from within the clearing limits as defined on the drawings, designated to be removed on the drawings or in the specifications, or fall within the excavation, embankment, or improved areas of the site. Contractor shall protect areas shown on the Construction Drawings to be protected by safety exclusion fencing shown on Construction Drawings.
- C. All roots and stumps shall be removed to a depth of not less than 12 inches below the original ground surface in embankment areas. In cut areas, such material shall be removed to a depth of not less than 12 inches below the subgrade.

- D. In order to retain and prevent the spread of destructive insects, including the emerald ash borer and Asian longhorned beetle, limit the movement of regulated articles according to Ohio Administrative Codes 901:5-56 and 901:5-57. Contractor shall observe requirements for handling and transporting of regulated articles in quarantined areas as defined by the Ohio Department of Agriculture (www.agri.ohio.gov).
- E. The following are considered regulated articles and are subject to the quarantine established by the Ohio Department of Agriculture:
1. Deciduous trees of any size.
 2. Deciduous limbs and branches.
 3. Any cut non-coniferous (non-evergreen) firewood.
 4. Deciduous tree bark and lumber with the bark, outer inch of sapwood, or both attached.
 5. Any item made from or containing deciduous tree wood capable of spreading Emerald Ash Borer or Asian longhorned beetle.
 6. Any means of conveyance capable of spreading emerald ash borer or Asian longhorned beetle.
- F. Follow all other federal and state Emerald Ash Borer and Asian longhorned beetle quarantines.

3.04 REMOVALS

- A. Contractor shall remove from the site all debris and rocks that fall within the excavation and grading limits, as well as any paving, curb and gutter, and sidewalks shown on the drawings to be removed.

3.05 TOPSOIL STRIPPING AND STOCKPILING

- A. Excavate and stockpile, at minimum, the top 6" of topsoil (found at depths between 0 and 18 inches) from areas to be built upon, cut or filled, or to have surface improvements, including access roadways, sidewalks and bank stabilization.
- B. Stockpile topsoil on-site and protect from erosion. Contractor shall provide additional topsoil as required.
- C. Excess topsoil, if any, shall be disposed of onsite.

END OF SECTION

SECTION 31 22 00 – GRADING AND EXCAVATION

PART 1 -- GENERAL

1.01 SUMMARY

- A. This specification covers surveying of baselines and grades, temporary stockpiling of excavated material, dewatering of excavations and work areas, excavation of the existing soil, rock, and debris to the proposed finish grades and grading of the land to post-construction contours shown on the Construction Drawings. Also included is disposal of excess material, if any, from the construction site and finishing banks, slopes, channels, and any swales and ditches.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Reference Specifications

31 10 00	Site Clearing and Grubbing
31 35 00	Live Brush Layering
35 01 10	Rock Step

B. Reference Codes and Standards

ODOT Specification Number 203	Roadway Excavation and Embankment. All portions apply to this section, with the following provisions.
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1.03 SUBMITTALS

- A. General: Furnish submittals in accordance with Section 01 33 00 – Submittal Procedures.

B. Granular Fill Material Specifications

- a. ODOT approved Material Supplier documentation is required for any granular fill products imported.
- b. Boulder material specifications shall include but not be limited to specifications in section 2.02.A.A.

PART 2 -- PRODUCTS

2.01 CLASSIFICATION

- A. All excavation shall be considered common excavation and shall not be classified by material type.
- B. The table below provides a guide of the intended applications for each fill type. Fill type product requirements are defined in the sections that follow.

Application	Fill Type Designation
Top layer to reach final grade on areas to be seeded/planted	Topsoil Fill

Otherwise, unclassified areas requiring fill to reach final grade following (over)excavation as detailed in the Contract Drawings	Natural Soil Fill
Backfill material to be placed under in-stream structures	ODOT Type B Rock
Fill voids within Type B riprap anywhere the Type B riprap is placed.	Void Fill Mix

2.02 GRANULAR FILL

A. BOULDER

1. The boulders for this item shall be constructed of angular, flat, or cubed durable limestone, dolomite, or durable sandstone of sufficient hardness to resist weathering and shall be free of shale, cracks and other defects. Slag or recycled aggregate will be rejected. Boulder dimensions shall be in accordance with the requirements given on the Drawings. Boulders shall consist of durable field or quarry stone that is sound, hard, dense, angular, and resistant to the action of air and water, and free of seams, cracks, or other structural defects. The CONTRACTOR shall use boulders with a general "shape factor" greater than 2 (width more than twice the thickness, length more twice the width). Stone shall be approved by the Owner. The size of the boulder material shall be in accordance with the construction documents.
 - a. Broken concrete, asphalt, slag, soft limestone will be rejected. The boulders shall have the following performance characteristics:
 - a) Soundness: Not more than 5% loss
 - b) Accelerated Expansion: Not more than 15% breakdown
 - c) Specific Gravity: Greater than 2.48
 - d) Intact strength: 6,000 psi or greater
 - e) Absorption: Not more than 2% for igneous and metamorphic rock types and not more than 3% for sedimentary rock types.

B. ODOT TYPE B RIPRAP FILL

1. Scour protection stone shall consist of ODOT Type B Riprap. Riprap shall conform to the requirements of ODOT Item 703. Type B material shall be provided conforming the gradation specified in 703.19 B (2). Material shall be obtained from a source pre-approved by ODOT to provide Type B riprap. Slag and recycled aggregate will be rejected.

C. VOID FILL MIX

Void fill mix is an even mixture of ODOT 57 Stone, ODOT 2 Stone, and ODOT 304 Aggregate Base.

1. ODOT 57 Stone

- a. Where #57 Limestone is called for in the Contract Drawings, the material provided shall be coarse aggregate per ODOT Table 703.01-1, size 57. Material shall conform to the requirements of ODOT Item 703.11 for Type 3 structural bedding and backfill.

2. ODOT 2 Stone

- a. Where #2 Stone is called for in the Contract Drawings, the material provided shall be coarse aggregate per ODOT Table 703.01-1, size 2.

3. ODOT 304 Aggregate Base

- a. Aggregate base shall conform to the requirements of ODOT Items 304 and 703.17.

2.03 TOPSOIL STRIPPING AND STOCKPILING

- A. Excavate and stockpile, at minimum, the top 6" of topsoil (found at depths between 0 and 18 inches) from areas to be built upon, cut or filled, or to have surface improvements, including access roadways, sidewalks and bank stabilization.
- B. Stockpile topsoil on-site and protect from erosion. Contractor shall provide additional topsoil as required.
- C. Excess topsoil, if any, shall be disposed of onsite.

2.04 TOPSOIL FILL

- A. Furnish topsoil consisting of loose, friable, loamy material without admixture of subsoil or refuse. For topsoil to be considered loamy, the fraction passing the No. 10 (2.00 mm) sieve may not contain more than 40 percent clay. Furnish topsoil consisting of not less than 4 percent and not more than 20 percent organic matter as determined by loss on ignition of samples oven dried to constant weight at 212 °F (100 °C). Furnish topsoil that is free of grass, brush, and roots in accordance with ODOT Construction and Material Specifications Item 653.
- B. Soil fill shall contain no stumps, brush, rubbish, or other perishable material. The top 4 inches shall be topsoil material free from large stones.
- C. Material used for soil fill shall be imported material, native soil or topsoil shall only be used with approval of Owner.

2.05 NATURAL SOIL FILL

- A. Where natural soil fill is called for in the Contract Drawings, the material provided shall conform to the requirements of ODOT Item 703.16 and either 203.02.H or 203.02.I. If the source is not preapproved, the Contractor shall submit a sample of the proposed material with laboratory test results demonstrating compliance with the specification requirements herein.
 - 1. Additional restrictions on the use on embankment material and suitability of embankment materials as defined in ODOT 203.03 apply to all areas of natural soil fill. As defined therein:

- a. Do not use any suitable material that cannot be incorporated in an 8-inch (200 mm) lift in the top 2 feet (0.6 m) of the embankment.
- b. Do not use materials that cannot be satisfactory placed and compacted to a stable and durable condition.

B. Refer to ODOT 203.03 for additional requirements.

2.06 UNSUITABLE MATERIALS

- A. The following materials shall not be permitted in fill of any type, including fill materials otherwise conforming to DOT specifications:
1. Soils classified under ASTM D2487 as Pt, OH, CH, MH, or OL.
 2. Soils that cannot be compacted sufficiently to achieve the density specified for their intended use.
 3. Soils containing any material which may be classified as hazardous or toxic according to applicable regulations.
 4. Soils containing concentrations of chloride or sulfate ions greater than, or having a soil resistivity or pH less than, soils in place.
 5. Frozen ground.
 6. Crushed concrete, reclaimed asphalt concrete, lightweight aggregate, or steel slag aggregate.
 7. Petroleum contaminated sediment (PCS).

PART 3 -- EXECUTION

3.01 GENERAL

- A. Prior to all excavating, Contractor shall become thoroughly familiar with the site and site conditions.

3.02 PROTECTION

- A. Contractor shall provide all necessary shoring or other soil retention systems including all labor, material, equipment, and tools required, or as necessary to maintain the excavation in a condition to provide safe working conditions, to permit the safe and efficient installation of all items of Contract work, and to protect adjacent property. Contractor shall be held liable for any damage which may result to property from excavation or construction operations. Shoring and other soil retainage systems shall be withdrawn or removed in a manner so as to prevent subsequent settlement of structures, utilities, and other improvements.
- B. Design of soil retaining systems shall be the sole responsibility of Contractor. Where such systems are shown on the drawings, no parameters such as embedment depth, section profile, presence or lack of walers, etc., nor system type or suitability shall be inferred. Contractor is responsible for designing and providing a fully functional system compatible with construction and site requirements.

- C. Nothing in this specification shall be deemed to allow the use of protective systems less effective than those required by the Occupational Safety and Health Administration (OSHA) and other applicable code requirements.
- D. Supplement the support system as designed to address variations in ground conditions as they are exposed in the excavation.
- E. In the event that ground losses during excavation cause damage or threaten to damage structure or utilities, cease excavation and modify equipment and methods to reduce ground movements.
- F. Where excavation exposes existing utilities, replace any bedding in a manner to restore the original grade and level of support of the pipe or conduit. Complete the backfill above the existing pipeline or conduit with the backfill shown or specific, or as directed by the Owner.

3.03 UTILITIES

- A. Before starting excavations, Contractor shall locate existing underground utilities in all areas of the work and shall contact OUPS (811) within 2 days before commencement.
- B. If utilities are to remain in place, Contractor shall provide adequate means of protection during earthwork operations.
- C. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult utility owner and Owner immediately for directions.
- D. Cooperate with Owner and utility companies in keeping respective services and facilities in operation and repair any damaged utilities to satisfaction of utility owner.
- E. Contractor shall not interrupt existing utilities serving facilities occupied and used by OWNER or others except when permitted in writing by Owner.

3.04 FINISH ELEVATIONS AND LINES

- A. Contractor is responsible for setting and establishing finish elevations and lines. The tolerance for the channel is 0.25 foot and for the floodplain is 0.5 foot.

3.05 EXCAVATION

- A. Excavation shall be accomplished by mechanical means. No blasting will be permitted. Any property damage caused by rock excavation operations shall be the responsibility of the Contractor. Excavation shall be shaped and graded as shown on the Construction Drawings.
- B. During excavation, suitable materials may be used as fill for the construction of various stream improvement features along the creek. Utilization of excavated materials for this purpose shall occur as directed by the Owner.
- C. Excavations scheduled to extend below groundwater shall not be started until the area has been dewatered.

3.06 FILL

- A. Fills other than live branch layering placed on slopes steeper than 3:1 shall be constructed by benching. Horizontal lifts of approximately 12 inches thick shall be placed and compacted with a minimum of four passes of vibratory compaction equipment for granular material or sheepsfoot compactors for cohesive materials. For areas inaccessible to rollers, an equivalent degree of compaction shall be accomplished using vibratory plate compactors, jumping jack tampers, or similar equipment imparting greater than 2,500 pounds of force. Compaction testing is not required; however, the Owner may make adjustments to the compactive effort as construction progresses and field conditions warrant.
- B. Soil lifts for live branch layering shall be installed per Section 31 35 00 of these specifications. Compaction of these lifts shall be the minimum required for stability to promote vegetation growth.
- C. Fill in the abandoned channel shall be placed in lifts approximately 12 inches thick and compacted with a minimum of four passes of smooth-drum vibratory compaction equipment. For areas inaccessible to rollers, an equivalent degree of compaction shall be accomplished using vibratory plate compactors, jumping jack tampers, or similar equipment imparting greater than 2,500 pounds of force. Compaction testing is not required; however, the Owner may make adjustments to the compactive effort as construction progresses and field conditions warrant.
- D. Rock which cannot be incorporated into lifts of the above thickness shall be reduced in size until it can be so incorporated or else removed from the fill.

3.07 DISPOSAL

- A. Excess and unsuitable material, i.e., that which cannot be used in proposed structures, soil lifts, bank and floodplain grading, or roadway embankment, shall be properly disposed of onsite by the Contractor at the determined disposal sites. The Contractor should anticipate encountering rubble and other uncharacterized materials and debris during excavation. All debris and rubble shall be properly disposed of offsite in a manner acceptable to local governing laws and regulations.
- B. It is anticipated that excess material will be placed/spread on the site. If unsuitable material is encountered, the Contractor shall be responsible for off-site disposal.
- C. The Contractor shall submit proposed disposal sites to the Owner for review a minimum of 30 days in advance of removing excess material from the site. The Contractor shall submit copies of licenses and permits from local, state, and/or federal governing authorities allowing the proposed disposal site to accept the excess material. The proposed disposal site may be subject to inspection by the Owner at any time during execution of the Work.

END OF SECTION

SECTION 31 23 13 – SUBGRADE PREPARATION

PART 1 -- GENERAL

1.01 REFERENCES

A. The following is a list of standards which may be referenced in this section:

1. ASTM International (ASTM) D698, Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lb/ft³ (600 kN-m/m³)).

1.02 DEFINITIONS

- A. Optimum Moisture Content: As defined in Section 31 22 00 – Grading and Excavation
- B. Prepared Ground Surface: Ground surface after completion of clearing and grubbing, scalping of sod, stripping of topsoil, excavation to grade, and scarification and compaction of subgrade.
- C. Relative Compaction: As defined in Section 31 22 00 – Grading and Excavation
- D. Subgrade: Layer of existing soil after completion of clearing, grubbing, scalping of topsoil prior to placement of fill, roadway structure or base for floor slab.

1.03 SEQUENCING AND SCHEDULING

- A. Site Clearing: Complete applicable Work specified in Section 31 10 00 – Site Clearing and Grubbing, prior to subgrade preparation activities.

1.04 QUALITY ASSURANCE

- A. Notify Owner when subgrade is ready for compaction or whenever compaction is resumed after a period of extended inactivity.

1.05 ENVIRONMENTAL REQUIREMENTS

- A. Prepare subgrade when unfrozen and free of ice and snow.
- B. Protect subgrade from freezing at all times.

PART 2 -- PRODUCTS [NOT USED]

PART 3 -- EXECUTION

3.01 GENERAL

- A. Keep subgrade free of water, snow, ice debris, and foreign matter during compaction.
- B. Bring subgrade to proper grade and cross-section and uniformly compact surface to allow for material and/or structure placement as required to meet finish grade.
- C. Do not use sections of prepared ground surface as haul roads. Protect prepared subgrade from traffic.

D. Maintain prepared ground surface in finished condition until next course is placed.

3.02 COMPACTION

A. Compaction shall be achieved through mechanical means, as specified in Section 31 22 00 – Grading and Excavation. Loose soil or rock shall be placed in loose lifts of 12 inches, maximum, and compacted between lifts. Owner or Engineer may reject compacted fill and require additional compaction at their discretion and at no additional cost to Owner.

3.03 MOISTURE CONDITIONING

A. Dry Subgrade: Add water, then mix to make moisture content uniform throughout.

B. Wet Subgrade: Aerate material by blading, discing, harrowing, or other methods, to hasten drying process.

3.04 CORRECTION

A. Soft or Loose Subgrade:

1. Adjust moisture content and recompact, or
2. Over excavate and replace with suitable material from the excavation, as specified in Section 31 22 00 – Grading and Excavation.

B. Unsuitable Material: Over excavate and replace with suitable material from the excavation, as specified in Section 31 22 00 – Grading and Excavation.

END OF SECTION

SECTION 31 25 00 – EROSION AND SEDIMENTATION CONTROLS

PART 1 -- GENERAL

1.01 SUMMARY

- A. This Specification covers provisions for erosion control and stabilization. All construction activities shall be conducted in accordance with applicable environmental requirements. Install sediment and erosion control measures prior to disturbance where applicable.

1.02 RELATED DOCUMENTS

- A. The Contractor is responsible for implementing the Stormwater Pollution Prevention Plan (SWPPP) provided by the Owner. The Contractor shall perform all temporary erosion and sediment control items in the SWPPP per ODOT Supplemental Specification 832, plus the following provisions. The Contractor shall submit a SWPPP similar to the one prepared for them as a part of their Notice of Intent (NOI). The Contractor shall submit a NOI for this project.

PART 2 -- PRODUCTS

2.01 SILT FENCE

- A. Silt fence is used to protect the project from erosion and sediment runoff. Silt fence is installed along the perimeter of disturbed areas.

2.02 SEDIMENT BAG

- A. Sediment bags are specialized containers designed to filter and contain sediment and debris from water pumped out during construction.

PART 3 -- EXECUTION

3.01 GENERAL

- A. During construction, the Contractor shall implement the BMPs and other measures required by the approved SWPPP.
- B. Fording and equipment operation within the stream and adjacent floodplain are allowed within the construction limits during construction activities. Equipment operation and other construction activities outside the limits of construction are not allowed at any time in the stream, its tributaries, or adjacent floodplain.
- C. Temporary flow diversions in the stream may be implemented as incidental items to instream structure construction, as described in the SWPPP and as allowed by applicable permits. Temporary structures must be removed to the maximum extent after their use and temporary fills must be removed entirely and returned to pre-construction elevations per USACE 404 permit under Nationwide Permit 38 (LRH-2020-422-LMR-Quarry Lake) and Section 401 Water Quality Certification (Ohio EPA ID No. 217303A).

- D. During stream flow control operations, the Contractor shall take proper precautions to prevent flooding and/or damage to public or private property. The Contractor shall be solely responsible for any damage to property owners resulting from flooding caused by the Contractor's activities.
- E. Any excavation performed for installation, maintenance and disposal of temporary sediment and erosion controls is incidental to this item.

END OF SECTION

SECTION 31 35 00 – LIVE BRUSH LAYERING

PART 1 -- GENERAL

1.01 SUMMARY

- A. Live brush layering consists of natural materials to reinforce the stream bank. This work consists of the harvest, transport, maintenance, and installation of all materials listed in this detail and as specified on the Construction Drawings or as directed by the Owner. Live Brush Layering is composed of layers of wrapped fill with riparian plantings and live stakes. It is to be installed on the channel banks to bankfull elevation or where indicated on the Constructed Drawings.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Reference Specifications

31 22 00	Grading and Excavation
31 25 00	Erosion and Sediment Controls
32 91 00	Erosion Control Blanket
32 92 00	Seeding and Mulching
32 93 33	Live Stakes

B. Reference Codes and Standards

ODOT Specification Number 611	Planting Trees, Shrubs, Perennials, and Vines. All portions apply to this section, with the following provisions.
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1.03 WARRANTY

- A. The Contractor shall maintain a one (1) year, 50 percent care and replacement warranty for live branches. The period of care and replacement shall begin after inspection and approval of the initial installation of live branches and continue for one (1) year, with one potential replacement period during the first dormant season following the end of the warranty period. The Contractor will not be responsible for live branches that have been damaged by vandalism, fire, flooding, or other activities beyond the Contractor's control. It will be the Contractor's responsibility to supply water if there is none available on the site. Any costs associated with supplying water shall be the responsibility of the Contractor and shall be included in the unit cost of the live staking installation.
- B. If live branches do not meet 50 percent survivorship at the end of the warranty period, the Contractor shall install live stakes on the affected soil lifts in lieu of live stakes in the replacement period. Live stakes shall be installed at a rate of 1 stake per square foot and shall consist of the live stake species indicated in the Planting Plan.

PART 2 -- PRODUCTS

2.01 LIVE BRANCHES

- A. Material for live branches shall be 0.25 to 0.5 inches in diameter and 3.0 to 6.0 feet in length with apical end left intact. Side branches shall be removed, and the bark left intact prior to installation. **Note live branches are not equivalent to live stakes described in Section 32 93 33.**
- B. Live branches shall consist of a mix of the species shown on the Construction Drawings. Any proposed species substitutions or changes in percent composition of species shall require prior written approval by the Owner. Only specified tree species will be accepted; no cultivated varieties (cultivars) will be accepted. All materials and construction techniques shall be inspected and approved by the Owner prior to installation.
- C. The source of all material shall be from purchased stock, located on-site, or within twenty-five (25) miles of the project site. The Contractor shall locate, flag, and code the live cutting sites. The Contractor shall notify the Owner 72 hours prior to harvesting to review and approve all harvesting sites. Upon approval by the Owner, the Contractor shall be responsible for harvesting and transporting the cuttings to the job site.
- D. If the Contractor elects to purchase live branch material from, the supplier must be approved by the Owner. Purchased material shall meet all the specifications found in this section.

2.02 EROSION CONTROL BLANKET

- A. Erosion Control Blanket for this structure shall be per Section 32 91 00 – Erosion Control Blanket of these specifications.

2.03 DEAD STAKES

- A. Stakes shall be wooden and a minimum of 2 inches by 2 inches by 3 feet long.

PART 3 -- EXECUTION

3.01 INSTALLATION

- A. The harvest and installation of live branches shall be performed only during the dormant season between November 1 and March 31. When special conditions warrant a variance to the planting operations, proposed planting times shall be submitted for approval by the Owner.
- B. The Contractor shall notify the Owner 72 hours prior to harvesting to review and approve all harvesting sites. The Contractor shall locate, flag, and code the live cutting sites. Upon approval by the Owner, the Contractor shall be responsible for harvesting and transporting the cuttings to the job site.

- C. Shrubs and young trees used in preparation of live branches shall be cut directly above the ground, limbs on larger plants shall be cut at the junction with the trunk. All cuts shall be smooth and the cut surface kept small. The use of large pruning shears or power saws may be required. The live materials shall be transported to the construction site within twenty-four (24) hours of harvesting and then cut to size, as specified in the details of the Construction Drawings.
- D. Live materials must be protected against drying out and overheating before/during transport (e.g., they shall be covered, transported in unheated vehicles, moistened, kept in soak pits) and on-site prior to installation (e.g., by storing in controlled conditions, storing in shade, covering with evergreen branches or plastic, placing in moist soil, or spraying with anti-transparent chemicals). Live materials shall receive continuous shade, shall be sheltered from the wind, and shall be continuously protected from drying by being heeled into moist soils. Where water is available, live cuttings shall be sprayed or immersed. Warm water stimulates growth and should be used only upon the approval of the Owner. Any costs associated with such storage are incidental. Live materials should be installed the same day that the cuttings are harvested. If installation of live materials cannot be accomplished on the same day and storage is required, live materials shall be stored for a period no longer than two (2) days. Any storage of live materials must be approved by the Owner prior to storing.
- E. Install Live Brush Layer structures starting above the channel toe treatment indicated in the Construction Drawings.
- F. Place 3 inches of soil over the surface of the toe treatment from the proposed toe of slope to 3 feet away from the channel. Place a layer of live branches along the surface. Live branches should be placed at a rate of 5 per linear foot of bank. Two-thirds of the branches shall be inside the bank and one-third exposed with the growing portion facing the stream. Place 3 inches of soil over the live branches.
- G. Place a strip of erosion control blanket (ECB) along the surface with the outer edge lying 3 feet beyond (away from the channel) the proposed toe of slope. Backfill over the outside 3 feet with soil. Soil layers shall be 1.5 feet in height and be placed in lifts of 6 inches with each lift gently compacted using the excavator bucket. The outer face of the soil layer should slope away from the stream at the grade shown on the Construction Drawings. Seed the face of the soil layer with seed as per the Planting Plan. The top surface of the soil layer should slope down and away from the stream at 5%. Wrap the remaining blanket over the soil layer and place 2"x2"x36" wood stakes through the blanket and soil layer. Stakes should be placed at a rate of 1 per 3 linear feet of bank. Stakes should not extend more than 6 inches from the final surface.
- H. Repeat steps until bankfull elevation is reached. Each soil layer should be offset 3 to 4 inches back from the previous layer to create a small terrace. At bankfull elevation, plant seed mix (per Planting Plan) and extend ECB a minimum of 6 feet from the top of the bank. This may require an additional roll of fabric. Slightly bury the outermost edge of the ECB and secure with 2"x2"x36" wood stakes at a rate of 1 per 2 linear feet of bank. It may be necessary to install an additional roll of erosion control blanket on the bankfull bench to meet the distance beyond bankfull requirements as per the erosion control fabric detail.
- I. Plant Live Stakes along the slope and at bankfull elevation as per Planting Plan and Live Stake detail.

- J. The surface of this structure shall be finished to a smooth and compact surface in accordance with the lines, grades, and cross-sections or elevations shown on the drawings. The degree of finish for elevations shall be within 0.24 ft of the grades and elevations indicated.
- K. Re-dressing of channel and bankfull bench/floodplain will likely be required following installation of in-stream structures and shall be considered incidental to construction.

END OF SECTION

SECTION 31 69 69 – DIVERSION AND CARE OF WATER

PART 1 -- GENERAL

1.01 SUMMARY

- A. This Section includes the measures and performance criteria necessary for diversion and care of water within the stream for completion of the Work. Removal of all such temporary works after they have served their purpose is also included.
- B. Control water within and around Work areas within the ordinary high-water mark the stream to accomplish the following tasks:
 - 1. Building berm to divert flow from the existing channel.
 - 2. Construction of in-stream structures and bank protection.
- C. Utilize a planned, phased approach to isolate work areas to complete Work within the ordinary high-water mark of the stream and avoid increasing the risk of adverse impacts to adjacent properties, infrastructure, and completed Work at all discharges.

1.02 GENERAL

- A. Tributary 1 is an intermittent stream.

1.03 DEFINITIONS

- A. Diversion: Performance of all Work to divert the stream around the work area.
- B. Dewatering: Performance of all Work to dewater work areas isolated by diversions in accordance with the Contract Documents.
- C. Ordinary High-Water Mark (OHWM): The line on the streambank established by the regular fluctuation of water, considered to be the same as, and shown as, bankfull on the Contract Drawings.

1.04 GENERAL REQUIREMENTS

- A. Provide facilities and controls required to intercept, convey, and discharge the stream's flow around the work sites; include standby and emergency equipment.
- B. All diverted water must be immediately returned to the channel at the downstream project limits so that sufficient flow of water is maintained at all times to sustain aquatic life downstream.
- C. Remove all vehicles and equipment from within the channel of the stream when storm runoff is expected. Contractor will not be compensated for loss of vehicles or equipment left within the stream when storm runoff occurs.
- D. Contractor is solely responsible for selection, design, installation, cleanup, maintenance, and repair of diversion measures for all discharges within the construction period.

- E. The Contractor will be solely responsible and fully bear all costs, without compensation, for any cleanup, repairs, rework, or additional work that may be required due to inadequate stream diversion measures, dewatering and flood defenses, and for all delays associated with dewatering systems of inadequate capacity or design to accommodate floods or sequence of floods that occur during construction.
- F. Water control and diversion designs shall incorporate appropriate freeboard above calculated water depths, and account for potential loads incurred by large debris such as floating logs.
- G. Protect water resources, wetlands, endangered species, and other natural resources.
- H. Temporary flow control shall be done in a manner that will not damage private or public property, or create a nuisance or public menace.
- I. Comply with all applicable Federal, State, and local regulations.
- J. Contractor will be solely responsible for all damage to property, buildings, infrastructure, and other improvements that result from the Contractor's Water Control Plan.

1.05 SUBMITTALS

A. Informational Submittals:

- 1. Water Control Plan

1.06 WATER CONTROL PLAN

- A. Submit Water Control Plan at least 30 calendar days in advance of the start of work within the OHWM of the stream.
- B. At a minimum, the plan shall include:
 - 1. Description of all activities that require diversion to complete the Work and a description of the overall approach to accomplish Work.
 - 2. Detailed schedule indicating the timing of all major phases and activities (demolition, clearing, excavation, fill and backfill, stabilization, etc.) associated with diversion and successful completion of Work within such areas.
 - 3. Proposed locations of stockpiled salvaged and excavated material, onsite spoil disposal areas, access roads, and/or staging areas for each major phase of Work.
 - 4. Description of proposed diversion measures including, but not limited to, equipment, methods, fill placement, standby equipment and power supply, pollution control facilities, discharge locations to be utilized, and maintenance requirements during construction of the project.
 - 5. Plan for safe removal of personnel and equipment, in the event of discharges that exceed the discharge for which the diversion measures will be sized.

6. Plan for assessment, cleanup, and repair for damage incurred by wet weather flows.
- C. If diversion measures are modified during installation or operation, revise, amend, and re-submit Water Control Plan.

1.07 SEQUENCING AND SCHEDULING

- A. The Work of this Specification shall not commence until Contractor's Water Control Plan have been approved by Owner.
- B. Conceptual phasing for construction access, staging, and control of water shown on the Contract Drawings are to illustrate a potential phased approach to completion of the Work; however, all aspects of water control measures, including, but not limited to, locations, sequencing, approach, materials and means and methods are the responsibility of the Contractor.

PART 2 -- PRODUCTS

2.01 TEMPORARY FILL

- A. Stone, rock, or aggregate equal to or larger than ODOT No. 1 Rock. Contractor is solely responsible for selection of materials used in the diversion. Refer to Paragraph 1.04.D.
 1. Recycled concrete may be utilized for this purpose; however, no rebar will be allowed to protrude beyond the concrete surface. All concrete must be removed from site after temporary use.

PART 3 -- EXECUTION

3.01 GENERAL

- A. No fill, permanent or temporary, shall be allowed outside of the limits shown in the Construction Drawings.
- B. Determine and implement means and methods for water diversion and dewatering measures to control water during periods when necessary to accomplish Work.
- C. Temporary works shall be removed from the site at the completion of the project and become the property of the Contractor. If temporary works meet project fill requirements, Contractor may reuse the salvaged material.
- D. All equipment working within the stream corridor shall be clean and free of fluid leaks. Contractor shall have on hand, at all times, necessary items to arrest and contain leaks. Hydraulic equipment shall use vegetable oil or other biodegradable fluid as an alternative to conventional hydraulic fluid.
 1. Comply with applicable Federal, State, and local regulations and permit requirements. The pre-construction course, condition, capacity, and location of open waters must be maintained to maximum extent for each activity unless it benefits the aquatic environment per USACE 404 permit under Provisional Nationwide Permit No. 38 (LRH-2020-422-LMR-Quarry Lake), and Section 401 Water Quality Certification (Ohio EPA ID No. 217303A).

- E. Control turbidity during all phases of Work. Implement sediment curtains, diversion structures, or other means to comply with permit requirements. Activities that result in the physical destruction of an important spawning area are not authorized per Nationwide Permit 38 (LRH-2020-422-LMR-Quarry Lake).

3.02 DIVERSION MEASURES

- A. Select, design, and install diversion measures to meet needs and requirements for safe and successful completion of the Work, including hydraulics, safety, sliding and overturning stability, performance during overtopping, underseepage, uplift, scour, leakage, removal, potential to induce erosion, and others as applicable.
- B. Accommodate the natural flow variation, including discharges anticipated during the construction period and prolonged elevated flows.
- C. Diversion measure installation, maintenance, implementation, repair, and removal shall comply with applicable Federal, State, and local regulations and permit requirements. Any structure or fill shall be properly maintained for public safety per Nationwide Permit 38 (LRH-2020-422-LMR-Quarry Lake).
- D. Water collected from within areas isolated from the stream shall be treated and discharged as specified in the Contract Documents.

3.03 OVERTOPPING AND/OR FAILURE OF DIVERSION MEASURES

- A. In the event that stream diversion measures fail or are overtopped by stream flows, Contractor shall be solely responsible for all delays, cleanup, repairs, materials, and other costs without additional compensation. Contractor is responsible storm events up to a 25-year.
- B. Continuously perform Work and implement diversion measures to avoid increasing the risk of adverse impacts to adjacent properties and infrastructure and completed Work at all discharges.

3.04 DIVERSION OF WATER

- A. Divert water to facilitate completion of the Work. Assessment and selection of stream diversion measures, including use of existing diversion elements, shall be the sole responsibility of the Contractor. Stream diversion may include use of diversion channels, bypass pumping, and/or other means.
- B. Follow and comply with the approved Water Control Plan.
- C. Remove surface runoff controls when no longer needed.
- D. Contractor is responsible for ensuring human safety with work areas at all times.

3.05 DEWATERING

- A. Refer to the Contract Documents.
- B. Several components of the work shall be constructed in the dry, including, but not limited to, subgrade preparation, utility line improvements, and soil filling.

3.06 MONITORING WEATHER CONDITIONS

- A. Monitor weather forecasts, weather warnings, and climatic conditions which have the potential to influence the discharge of the stream. Take reasonable and prudent precautions to protect personnel, equipment, materials, temporary structures, completed Work, nearby infrastructure, and adjacent properties from imminent high discharges.

3.07 DISPOSAL OF WATER

- A. Obtain discharge permit for water disposal from authorities having jurisdiction.
- B. Discharge diverted water to the stream in accordance with permit requirements. Diverted water may be discharged directly to the stream, or water may be filtered by percolation into adjacent soils so long as the turbidity is not adversely impacted.
- C. Interpretation of regulations and permit requirements shall be the responsibility of the Contractor.
- D. Discharge water in manner that will not cause discharge of sediment, erosion, or flooding, or otherwise damage existing facilities, completed Work, or adjacent property. Use dewatering bag or other approved means to manage turbidity as necessary.
- E. Remove solids from diversion measures and perform other maintenance of diversion measures to maintain their efficiency.

3.08 PROTECTION OF PROPERTY

- A. Protect existing facilities, completed Work, and adjacent property vulnerable to settlement or damage from stream diversion or dewatering operations.
- B. Stream diversions shall not damage retained or new structures. If damage occurs, Contractor shall solely and fully be responsible for repairs approved by Owner.

END OF SECTION

SECTION 32 91 00 – EROSION CONTROL BLANKET

PART 1 -- GENERAL

1.01 SUMMARY

- A. This item consists of placement and staking of erosion control blanket following grading of the stream channel and banks.

1.02 SCOPE OF WORK

- A. Placement of erosion control blanket.
- B. Securing erosion control blanket to stream bank.

1.03 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Reference Specifications

31 22 00	Grading and Excavation
31 25 00	Erosion and Sedimentation Controls
31 35 00	Live Brush Layering
32 92 00	Seeding and Mulching

B. Reference Codes and Standards

ODOT Specification Number 670	Erosion Protection. All portions apply to this section, with the following provisions.
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1.04 SUBMITTALS

- A. Erosion Control Blanket: The Contractor shall provide a certification stating that the furnished erosion control blanket (ECB) meets the requirements in Section 2.02 of this specification. The certification shall be provided to Owner for approval and shall be accompanied by manufacturer's quality control program and supporting data.

PART 2 -- PRODUCTS

2.01 WOODEN STAKES

- A. Fasteners shall be a minimum of 1.5"x1.5"x36" wood stakes or approved equivalent.

2.02 EROSION CONTROL BLANKET

- A. Erosion control blanket for this item shall be 100% natural woven coir (coconut fiber) erosion control fabrics with a weight of 700 g/m2 (700 coir fiber blanket) with the following minimum properties:

		Reference Standards	Woven Coir Erosion Control Blanket	Continuous Weave Erosion Control Blanket
1	Material	n/a	100% Spun Coir	100% non-woven coir and 100% biodegradable woven jute
2	Color	n/a	Natural/Earth tone	Natural/Earth tone
3	Weight per unit area (min.)	ASTM – 3776C	20 oz/sq. yd. (700 g/m ²)	52 lb/80 sq. yd (per 2 meter width roll)
4	Wide width tensile-Dry (min.)	ASTM D 4595-86	54 lbs/in.	17.2 lbs/in.
5	Maximum Elongation – Dry MD (%)	ASTM D 4595-86	51	15.3
6	Wide width tensile-Wet (min.)	ASTM D 4595-86	41 lbs/in.	12.1 lbs/in.
7	Maximum Elongation – Wet MD (%)	ASTM D 4595	64	12.9
8	Open Area (%)	Measured	50	16.2

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Erosion control blanket shall be placed on all stream banks from inner berm to six (6) feet upslope beyond bankfull, on slopes 3:1 or steeper, or as otherwise shown in the Construction Drawings per Typical Erosion Control Blanket Detail. Placement of the material shall be accomplished without damage to installed material or without deviation from finished grade. Erosion control blanket required for Live Branch Layering shall be installed as described in Section 31 35 00 of these Specifications and applicable sections of the Construction Drawings and Details.
- B. Blanket shall be laid parallel to flow. Overlap between adjacent runs of blanket shall be a minimum of 6 inches. Blanket shall overlap in the downstream direction parallel to flow and down-slope perpendicular to flow. The top of the blanket shall be buried in a 6-inch deep trench and secured with 36-inch wooden stakes. The stakes shall be installed at a rate consistent with manufacturer recommendations. If, after staking the blanket, it is possible to lift the blanket away from the soil by hand pulling, additional stakes shall be applied until the fabric is secured.
- C. For slopes, install blanket to extent indicated in the Construction Drawings after final grade is achieved after compaction and grading per Sections 31 22 00 and 31 35 00 of these specifications. Prior to laying blanket, add topsoil and rake upper 3-4 inches of soil. Apply seed and mulch to soil per Section 32 92 00 of these Specifications, then apply blanket and secure per staking plan.

- D. Secure the blanket to the ground by installing fasteners at a rate of 4 per square yard. Nominal spacing is 24 inches perpendicular to flow and 24 inches parallel to flow. Blanket shall be secured to the ground such that blanket does not separate from ground more than 6 inches with a reasonable tug. Additional fasteners will be required if blanket fails this test.
- E. All exposed edges of blanket shall be buried per the detail or buried and staked in a trench 6 inches deep.

END OF SECTION

SECTION 32 92 00 – SEEDING AND MULCHING

PART 1 -- GENERAL

1.01 SUMMARY

- A. This Specification covers furnishing acceptable materials, equipment, and labor, as necessary, to prepare the seed bed and establish a permanent stand of vegetation on areas shown on the Drawings.

1.02 SCOPE OF WORK

- A. Preparation of seed bed.
- B. Placement and establishment of vegetative cover.
- C. Application of mulch and erosion control blanket over seeded areas.
- D. Harvesting and placement of 10" thick sod mats.

1.03 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Reference Specifications

31 25 00	Erosion and Sedimentation Controls
31 35 00	Live Branch Layering
32 91 00	Erosion Control Blanket
32 93 00	Trees, Shrubs, and Wetland Plants

B. Reference Codes and Standards

ODOT Specification Number 832	Erosion Control
ODOT Specification Number 659	Seeding and Mulching. All portions apply to this section, with the following provisions.

1.04 SUBMITTALS

- A. Contractor shall submit the seed vendor's certificate for each seed mix and the shipping list to the Owner prior to planting. Streambank and floodplain areas shall not be planted until contributing drainage areas have been stabilized and approved by the Owner.

PART 2 -- PRODUCTS

2.01 SEED

A. Seed Mixes

1. Seed mixes shall be per the planting plan in the Construction Drawings.
2. Cover Crop seed mix for all Planting Zones shall be Common Oat applied at the rate indicated in the planting plan.

- B. The required weight of a particular type of seed is based on the “pure live weight.” The percent pure seed and percent germination will be shown on the seed certification tags or labels. The percent pure seed shall be multiplied by the percent germination. The required weight (from the table of seed mixes) of pure live seed shall be divided by the decimal value obtained from this multiplication to give the weight of seed required for the seed mix. This is a required increase in the weight of seed taken from the bag to account for the fact that not all of what is taken from the bag of seeds can be expected to produce vegetation (For example, if fifteen (15) pounds of pure live seed must be used; $0.9 \times 0.8 = 0.72$; $15/0.72 = 20.8$). Accurate ground area measurements are required prior to seeding for application of the required rate of seeding. Seeding mixtures must be over seeded until 80% vegetative cover is achieved.

2.02 MULCH

- A. Mulching shall be performed using straw mat or straw mulch, as specified in the Construction Drawings. If hydroseeding is performed, all hydroseeded areas shall also be covered with straw mat and erosion blanket, or straw mulch as specified in the Construction Drawings. Mulch shall be applied at a rate of 2 tons per acre.

PART 3 – EXECUTION

3.01 GENERAL

- A. Seeding, planting, mulching, and landscape watering operations, if applicable for the site shall adhere to the Ohio Department of Transportation (ODOT) 2019 Construction and Material Specifications, Items 659, 661, 662, 832, unless otherwise specified herein.
- B. Fertilizer shall not be applied.
- C. Topsoil shall be applied on access roads and staging areas and where indicated on the Construction Drawings. Otherwise, topsoil shall not be applied.
- D. Seed within the forested floodplain planting zones shall be installed between 1/16 and 1/4 inch below soil surface.
- E. For all wetland or remanent channel planting zones, the method of seed installation should be broadcast seeding, and the use of heavy equipment shall be minimized to reduce compaction. Seed installation in these areas should be applied to the surface with minimal soil coverage.
- F. Use of tracking with light equipment or use of a light drag is acceptable if soil moisture allows.
- G. Compaction of topsoil should be limited to 75-85% of standard proctor. Should compaction of topsoil occur over the recommended percentage, then the Contractor shall be responsible for decompaction of topsoil prior to seeding.
- H. Seed installation within wetland or remanent channel areas should not be planted at a depth greater than 1/8 inch.
- I. Do not place seed and mulch on frozen ground.

- J. Do not place seed and mulch directly on top of exposed bedrock. If friable shale is encountered in seeding locations as per the Construction Drawings, it shall be scarified a minimum of 12" and amended with 6 inches topsoil before installation of seed and mulch.

END OF SECTION

SECTION 32 93 00 – TREES AND SHRUBS

PART 1 -- GENERAL

1.01 SUMMARY

A. Work included herein:

1. Preparation of planting areas.
2. Installing trees, shrubs and protected planting plots.
3. Maintenance.

1.02 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Qualification Data: Landscape Installer must be experienced and qualified at native landscape installations. See "Quality Assurance" article in this section for additional Contractor requirements.
- C. Plant Material List: Provide list of each landscape material (trees) and identify intended type and nursery source. Plant supplier for all plant stock shall be approved by Owner in writing. Plant stock collected from "the wild" is prohibited.
- D. Planting Schedule: Indicate expected delivery and installation dates for each type of landscape work, during seasons identified for such work.
- E. Maintenance Instructions: Written recommended seasonal procedures to be provided by Contractor to Owner for maintenance of installed plants during a calendar year. Include recommendations for care of trees to promote healthy, vigorous growth and avoid susceptibility to disease. Submit before expiration of required maintenance periods.
- F. Tree Certifications: Signed statement by nursery/supplier certifying that plants conform to specified requirements.

1.03 QUALITY ASSURANCE

- A. Nursery Qualifications: A company specializing in growing and cultivating native plants with three years of experience.
- B. Installer Qualifications: A qualified landscape installer with a minimum of 5 years' experience that has completed native landscape work similar in material, design, and extent to that indicated for this Project and with a record of successful landscape establishment. Qualified landscape installer must provide 5 or more successful native landscape installations.
- C. Installer's Field Supervision: Contractor shall provide an experienced full-time supervisor on project site when planting is in progress.

- D. Provide consistent quality, size, genus, species, and variety of exterior plants indicated, complying with applicable requirements in ANSI Z60.1, "American Standard for Nursery Stock."
- E. Observation: Owner may observe trees either at place of growth or at site before planting for compliance with requirements for genus, species, variety, size, and quality. Owner retains right to observe trees further for size and condition of balls and root system, insects, injuries, and latent defects and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees immediately from Project site. Notify Owner of sources of planting materials 14 days in advance of delivery to site.
- F. Pre-installation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section 01 10 00 Contractor shall not make substitutions. Contractor shall verify availability of specified plant material prior to submitting their bid. If materials are unavailable, Contractor must submit proof of inability to locate materials and a proposed equivalent for review prior to bidding the project. Failure to locate material prior to bidding without notifying the Owner shall not result in any additional cost to the Owner in order to locate and furnish the material.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Deliver plants freshly dug from nursery or in containers. Deliver trees after preparations for planting have been completed and install immediately. If planting is delayed more than 6 hours after delivery, set plants in shade, protect from weather, wildlife and mechanical damage, and keep roots moist.
 - 1. Water root systems of plants stored on-site with a fine-mist spray and as often as necessary to maintain root systems in a moist condition.
- B. Do not prune trees before delivery, except as approved by Owner. Protect bark, branches, and root systems from sun scald, drying, sweating, whipping, and other handling and typing damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during delivery. Do not drop plants during delivery.
- C. Handle planting stock by root ball while supporting the stem.
- D. Package Materials: Deliver packaged materials in containers showing weight, analysis, and name of manufacturer. Protect materials from deterioration during delivery and while stored at site.

1.05 COORDINATION

- A. Planting Installation Schedule: Plant during March 1 to May 30, or September 15 to December 15. Other planting times may be considered with prior approval of Owner.
- B. Coordinate planting periods with maintenance periods to provide required maintenance until date of Substantial Completion and through warranty period.
- C. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit. Planting will not be permitted if sufficient soil moisture is absent or if ground is frozen.

- D. Coordination with Seeding: Plant trees after finished grades are established and before installing seeded areas, unless otherwise acceptable to Owner. When planting trees and shrubs after seeded areas, protect seeded areas and promptly repair damage caused by planting operations.
- E. Coordination with Erosion Control Blanket (ECB): Plant trees and shrubs after finished grades are established and after ECB has been placed.
- F. Coordinate planting operations with the locations of underground utilities; Contractor is to contact the utility location service. Contractor is to coordinate work with other trades and with the general Contractor to protect private underground utilities in the area. Contractor is responsible for the repair or replacement of any utilities.

1.06 WARRANTY

- A. Warrant trees and shrubs (50% of installed plants) for 12 months from date of Substantial Completion, against defects including death and unsatisfactory growth.
- B. Remove dead plants immediately. Replace immediately unless required to plant in the succeeding planting season.
- C. Replacement plants shall be the same size and species as specified with a new warranty commencing on date of replacement.
- D. Replace plants of main branches that are dead or in an unhealthy condition at end of warranty period. All plants that are missing or not in a live, healthy growing condition shall be removed from the site by the Contractor. Missing and rejected plant material shall be replaced by the Contractor once after the warranty period at no expense to the Owner and as soon as possible during the specified planting season.
- E. There will be no exceptions to the warranty. Contractor accepts responsibility for all materials specified.
- F. Inspection of plants will be made by the Owner at the expiration of the 12-month warranty period, and following a written request by the Contractor. Contractor shall request inspection a minimum of 7 days prior to proposed inspection date.
- G. Upon notice from the Owner, the removal from site of rejected plants and the replacement of plant material of the same species and size and installed as originally specified shall be completed by the Contractor with no additional compensation.
- H. All replacement plants shall be inspected by the Owner prior to planting.
- I. Maintain replacement plants as specified for original plants until accepted by the Owner. Contractor shall notify the Owner when all replacements and repair are complete, and schedule the inspection 7 days prior to the proposed inspection date.

1.07 PROJECT CONDITIONS

- A. Coordinate excavation and plant installation with location of above grade and underground utilities, which will avoid damage. Hand excavate as required. Maintain grade stakes until removal is mutually agreed upon by parties concerned. Contractor is liable for the repair of any utility damaged by his/her work at no additional costs to Owner.

- B. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify Owner before planting.
- C. Planting areas shall be kept free of trash, litter, and weeds at all times during construction.

1.08 ENVIRONMENTAL CONDITIONS

- A. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit.
- B. Do not install plants when ambient temperatures may drop below 35 degrees F or rise above 90 degrees F.

1.09 DELIVERY HANDLING AND STORAGE

- A. Take all precautions customary in good trade practice in preparing plants for delivery to the site to insure arrival of the plants at their destination in good condition for successful growth.
- B. Pack, transport, and handle plants with care to insure protection against injury.
- C. Plants shall be to provide adequate protection from any damage such as climatic, seasonal, wind damage, or other damage during transportation or temporary storage.
- D. Plant material should be delivered to the site only after all preparations for planting are completed. All containerized plants shall remain in containers until they are ready to be planted.
- E. If planting is delayed more than 6 hours following the arrival of plant material at the site, Contractor shall heel-in plants and maintain during temporary storage by providing moist straw, moss, or other suitable material to protect root systems, watering, and protection from excessive sun, wind, and inclement weather conditions; providing a healthy vigorous plant when planted.
- F. Temporary Storage: When approved by Owner, temporary storage of plants on the project site may be permitted. When temporary on-site storage is not approved, the Contractor shall provide such facilities and location without additional compensation.

PART 2 -- PRODUCTS

2.01 TREE AND SHRUB MATERIAL

- A. General: Furnish nursery-grown trees complying with ANSI Z60.1, with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock free of disease, mold, insects, eggs, larvae, prematurely opened buds, and defects such as crooked leader, abrasion of bark, knots, sun scaled, injuries, abrasions, and disfigurement. All of the above are cause for rejection.
 - 1. Single stem trees should have one main straight leader limbed to the height specified in the planting schedule, a well-balanced crown, and height and caliper as indicated in Planting Schedule. Trees not meeting these requirements will be rejected.

2. Tree Branching Height: One-third to one-half of tree height, minimum of 5 feet.
 3. Source Locations: Tree and shrub materials shall be selected from material grown in like hardiness zone to the project. Pre-approved locations include: Ohio, Indiana, Kentucky, Pennsylvania, Michigan, and New York.
- B. Grade: Provide trees and shrubs of sizes and grades complying with ANSI Z60.1 for types required. Trees and shrubs of larger size may be used if acceptable to Owner, with a proportionate increase in size of roots and/or root ball or caliper upon review by Owner and approval by Owner.
 - C. Label at least 1 tree of each variety and size with a securely attached, waterproof tag bearing legible designation of botanical and common name.
 - D. Tree Root Union: Trees will not be accepted if the tree root union has been buried. Trees must be harvested that have had the tree root union uncovered prior to digging. Root ball size must meet ANSI Z60.1 standards; shaving off excess soil from root ball after digging of tree will not be accepted. Failure to comply with this requirement is cause for rejection of affected plant material. Provide balled and burlapped trees.
 - E. Planting Schedule: Provided in Contract Drawings.

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Examine areas to receive plants for compliance with requirements and conditions affecting installation and performance. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 SITE PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, and lawns and existing exterior plants from damage caused by planting operations.
- B. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.03 PREPARATION OF PLANTING AREAS

- A. Prepare subsoil to eliminate uneven areas. Maintain profiles and contours. Make changes in grade gradual. Blend slopes into level areas. Roll and rake, remove ridges, and fill depressions to meet finish grades.
- B. Remove foreign materials, weeds and undesirable plants and their roots so that weeds are non-existent before any planting occurs. Remove contaminated subsoil. Remove stones larger than 1 inch in any dimension. Remove sticks, roots, rubbish, and other extraneous matter and legally dispose of them off the Owner's property.
- C. Scarify subsoil to a depth of 8 inches where plants are to be placed. Repeat cultivation in areas where equipment, used for hauling and spreading topsoil, has compacted subsoil.

- D. Finish grades of all landscape areas shall be 1" below adjacent curb or pavement. In areas where 2 inches of mulch are to be applied, finish soil grades shall be 2 inches below adjacent curb or pavement, mulch surface shall be flush with adjacent curb or pavement.
- E. If topsoil is called for in planting area, spread topsoil to the depth indicated on drawings and not less than required to meet finish grades after natural settlement. Do not spread if planting soil or subgrade is frozen, muddy or excessively wet. Spread approximately one-half the thickness of topsoil over loosened subgrade. Mix thoroughly into top 4 inches of subgrade. Spread remainder of topsoil.
- F. Restore planting beds if eroded or otherwise disturbed after finish grading and before planting.
- G. Finish Grading: Grade planting beds to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

3.04 OBSERVATION

- A. Observation: Field observation shall be completed by the Owner for performance of landscape work defined by Contract Documents. Observation visits may be made by the Owner at any time throughout the landscape installation.

3.05 DISPOSAL

- A. Disposal: Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.

3.06 MAINTENANCE

- A. Trees: Maintenance for trees shall be during their establishment period and through the completion of warranty. Following warranty acceptance, Owner will accept responsibility for maintenance.
 - 1. Watering: watering and rainfall shall supply a minimum of 1 inch of water per week.
 - 2. Weeding: monthly or more frequently as needed to remove invasive or exotic plants.
 - 3. Pruning: once at initial planting or as needed.
 - 4. Spraying: monthly or as needed to keep trees free of insects and disease.
 - 5. Tightening/ Repairing Tree Stakes and Vertical Adjustment: as needed to maintain trees and shrubs growing in an upright vertical position.
 - 6. Replanting/ Replacement: as needed to replace dead or damaged plant material.
 - 7. Trash/ Litter Removal: weekly or as needed to remove trash and litter.
- B. All plant material shall be maintained in a healthy and growing condition and must be replaced with plant material of similar variety and size if damaged, destroyed or removed.

- C. Contractor to provide Owner with 30-day notice before the end of the establishment period for which their maintenance will end.

END OF SECTION

SECTION 32 93 33 – LIVE STAKES

PART 1 -- GENERAL

1.01 SUMMARY

- A. This Specification covers harvesting, transporting, installing, and maintaining live stake materials as specified on the Construction Drawings or as directed by the OWNER.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Reference Codes and Standards

ODOT Specification Number 611	Planting Trees, Shrubs, Perennials and Vines. All portions apply to this section, with the following provisions.
31 35 00	Live Brush Layering

1.03 WARRANTY

- A. The Contractor shall maintain a one (1) year, 85 percent care and replacement warranty for all live stakes. The period of care and replacement shall begin after inspection and approval of the initial installation of all live stakes and continue for one (1) year, with one potential replacement period during the first dormant season following the end of the warranty period. The Contractor will not be responsible for live stakes that have been damaged by vandalism, fire, flooding or other activities beyond the Contractor's control. It will be the Contractor's responsibility to supply water if there is none available on the site. Any costs associated with supplying water shall be the responsibility of the Contractor and shall be included in the unit cost of the live staking installation.

PART 2 -- PRODUCTS

2.01 GENERAL

- A. Live cuttings for live stakes shall be 0.5 to 1.5 inches in diameter and 2.5 to 4.0 feet in length. Side branches shall be removed and the bark left intact prior to installation. Buds on the stakes shall be oriented in an upward position. The basal ends shall be cut at a 45-degree angle for easy insertion into the soil. The top shall be cut smooth and square without cracks. **Note live stakes are not equivalent to live brush described in Section 31 35 00.**
- B. Live stakes shall consist of a mix of the species shown on the Construction Drawings. Any proposed species substitutions or changes in percent composition of species shall require prior written approval by the Owner. Only specified tree species will be accepted; no cultivated varieties (cultivars) will be accepted. All materials and construction techniques shall be inspected and approved by the Owner prior to installation.

- C. The source of all live cuttings shall be from purchased stock or located on-site, or within twenty-five (25) miles of the project site. The Contractor shall locate, flag, and code the live cutting sites. The Contractor shall notify the Owner 72 hours prior to harvesting to review and approve all harvesting sites. Upon approval by the Owner, the Contractor shall be responsible for harvesting and transporting the cuttings to the job site.
- D. If the Contractor elects to purchase live stake material, the supplier must be approved by the Owner. Purchased material shall meet all the specifications found in this section.

2.02 SUBSTITUTIONS

- A. Any proposed species substitutions or changes in percent composition of species shall require prior written approval by the Owner. Only specified plant species will be accepted. No cultivated varieties (cultivars) are acceptable.

PART 3 -- EXECUTION

3.01 INSTALLATION

- A. The harvest and installation of Live Stakes shall be performed only during the dormant season between November 1 and March 31. When special conditions warrant a variance to the planting operations, proposed planting times shall be submitted for approval by the Owner.
- B. The Contractor shall notify the Owner 72 hours prior to harvesting to review and approve all harvesting sites. The Contractor shall locate, flag, and code the live cutting sites. Upon approval by the Owner, the Contractor shall be responsible for harvesting and transporting the cuttings to the job site.
- C. Shrubs and young trees used in preparation of live stakes shall be cut directly above the ground. All cuts shall be smooth and the cut surface kept small. The use of large pruning shears or power saws may be required. Trees that are more than 3 inches in diameter shall be topped. The live materials shall be transported to the construction site within 24 hours of harvesting and then cut to size, as specified in the details of the Construction Drawings.
- D. Live materials must be protected against drying out and overheating before/during transport (e.g., they shall be covered, transported in unheated vehicles, moistened, kept in soak pits) and on-site prior to installation (e.g., by storing in controlled conditions, storing in shade, covering with evergreen branches or plastic, placing in moist soil, or spraying with anti-transparent chemicals). Live materials shall receive continuous shade, shall be sheltered from the wind, and shall be continuously protected from drying by being heeled into moist soils. Where water is available, live cuttings shall be sprayed or immersed. Warm water stimulates growth and should be used only upon the approval of the Owner. Any costs associated with such storage are incidental to the overall unit costs. Live materials should be installed the same day that the cuttings are harvested. If installation of live materials cannot be accomplished on the same day and storage is required, live materials shall be stored for a period no longer than two (2) days. Any storage of live materials must be approved by the Owner prior to storing.

- E. Gently drive live stakes through the erosion control fabric and into the ground so that approximately 80% percent of the stake is below the ground surface. The Contractor shall use a rubber mallet for driving the stake directly into the ground or drive a pilot hole, smaller in diameter than the live stake, and then drive the live stake into the pilot hole. Stagger the live stakes in a random pattern throughout the specified planting area at a density of 1 live stake per square yard, or as directed by the Owner. Live stakes shall be installed between the low flow water surface and bankfull elevation.
- F. Live stakes split during installation may be left in place but must be supplemented with a new live stake that remains un-split after installation.

END OF SECTION

SECTION 32 93 42 – BARE ROOT SEEDLINGS

PART 1 -- GENERAL

1.01 SUMMARY

- A. This Specification covers furnishing all materials, equipment, and labor for planting trees and shrubs as required by the Construction Drawings or as directed by the Owner.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Reference Codes and Standards

ODOT Specification Number 611	Planting Trees, Shrubs, Perennials and Vines. All portions apply to this section, with the following provisions.
-------------------------------	--

1.03 WARRANTY

- A. The Contractor shall maintain a 75 percent or less care and replacement warranty for 12 months for all planted trees. Replacement of trees shall be conducted in accordance with the material and construction in these specifications. The Contractor shall not be responsible for damage or plant mortality due to vandalism, wildlife predation, or Act of God beyond the Contractor's control and responsibility (e.g., floods). Plant replacements shall be performed in accordance with these specifications.

PART 2 -- PRODUCTS

2.01 PLANT STOCK

- A. Plant stock for this item shall be tree and shrub seedlings specified in the Construction Drawings. All Plant Stock must be healthy, vigorous, and free of damage and disease. Plant stock shall be healthy representatives typical of their species or variety and exhibit a normal habit of growth.

2.02 PLANT SUPPLIER REQUIREMENTS

- A. The Plant Supplier for all plant stock shall be approved by the Owner in writing. The Plant Supplier shall certify that all Plant Stock was produced from USDA Hardiness Zone 6 and written certification shall be provided to the Owner upon request. Plant stock collected from "the wild" is prohibited.

2.03 PLANT STOCK IDENTIFICATION

- A. Plant stock shall be labeled with attached, durable, waterproof labels stating the correct botanical plant name.

2.04 SUBSTITUTIONS

- A. All proposed species substitutions or changes in percent composition of species or USDA Hardiness Zone must be approved by the Owner in writing prior to purchase and planting. Only specified plant species will be accepted. Cultivated varieties (cultivars) will be rejected.

PART 3 -- EXECUTION

3.01 INSTALLATION

- A. Bare root seedlings for the planting zones shall be per the Construction Drawings and Details.
- B. Bare root seedlings shall be planted randomly in a naturalized distribution (not in rows) within the designed forested floodplain planting zones.
- C. Planting operations shall be performed only from March 1 to May 31 for spring establishment, and from September 1 to November 1 for fall establishment, when beneficial results can be obtained. When drought, excessive moisture, frozen ground, or other unsatisfactory conditions prevail, the work shall be stopped. When special conditions warrant a variance to the planting operations, proposed planting times shall be submitted for approval by the Owner.
- D. Plant stock shall be protected during delivery to prevent desiccation and damage to the branches, trunk, or root system. Branches shall be protected by tying-in. Exposed branches shall be covered during transport.
- E. Plant stock shall be inspected upon delivery to the Project site for conformity to species and quality. Plants shall be well shaped, vigorous and healthy with a well branched root system, free from disease, harmful insects and insect eggs, sun-scald injury, disfigurement, abrasion, mishandling or poor pruning. Plant stock shall be inspected for unauthorized substitution and to certify nursery grown status. Plant stock shall be inspected to certify production in USDA Hardiness Zone 6.
- F. Plants showing desiccation, abrasion, sun-scald injury, disfigurement, or unauthorized substitution shall be rejected.
- G. Bare-root plant stock that is not dormant or is showing roots where pulled from the ground shall be rejected. Plants that have evidence of stress, disease, dieback or mishandling will be rejected. Plants damaged in handling or transportation may be rejected by the Owner.
- H. Plants not installed on the day of arrival at the site shall be stored and protected in areas approved by the Owner. Plants shall not be stored longer than 30 days. Plants shall be protected from direct exposure to wind and sun. Bare-root trees shall be stored in buckets of water so that the water level covers the roots.
- I. Planting locations and bed outlines shall be staked on the Project site before any excavation is made. Planting locations may be adjusted to meet field conditions following approval by the Owner.
- J. Planting holes shall be excavated by hand using a mattock, pick, or iron bar. Planting holes shall be excavated to a depth that allows the first lateral root of the root mass to be flush with the existing grade.
- K. Plant bare-root trees and shrubs by spreading the roots in the hole and gradually backfill hole with soil. Plants shall remain straight while placing backfill and firm the soil, being careful to avoid breaking the roots.

- L. The Contractor shall water plant thoroughly immediately after planting. Water shall be of a sufficient quantity to saturate the backfill and shall be applied slowly enough to infiltrate the soil without runoff.
- M. Pruning shall be accomplished by trained and experienced personnel. The pruning of trees and shrubs shall be in accordance with ANSI A300. Only dead or broken material shall be pruned from installed plants. The typical growth habit of individual plant material shall be retained. Clean cuts shall be made flush with the parent trunk. Improper cuts, stubs, dead and broken branches shall be removed. "Headback" cuts at right angles to the line of growth will not be permitted. Trees shall not be poled or the leader removed, nor shall the leader be pruned or "topped off".
- N. Upon completion of the last day of the planting operation, the plant establishment period for maintaining installed plant material in a healthy growing condition shall commence and shall be in effect for a minimum of twelve (12) months. A written calendar time period shall be furnished for the plant establishment period. When there is more than one plant establishment period, the boundaries of the planted area covered for each period shall be described. The plant establishment period shall be modified for inclement weather shut down periods, or for separate completion dates for areas.

END OF SECTION

SECTION 35 01 10 – ROCK STEP

PART 1 -- GENERAL

1.01 SUMMARY

- A. This work consists of preparing areas at which the rock step structures will be placed; excavation of channel material; furnishing and placing boulders, geotextile fabric, and select backfill; and finishing banks, structure slopes, and stream channel at the locations specified on the Construction Drawings. Refer to the details on the drawings to accompany this specification.

1.02 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Reference Specifications

31 22 00	Grading and Excavation
32 91 00	Erosion Control Blanket
32 92 00	Seeding and Mulching
32 93 33	Live Stakes

B. Reference Codes and Standards

ODOT Material Specification 703	Aggregate
ODOT Specification Number 601	Slope and Channel Protection. All portions apply to this section, with the following provisions.

1.03 SUBMITTALS

- A. General: Furnish submittals in accordance with Section 01 33 00 – Submittal Procedures.

PART 2 -- PRODUCTS

2.01 BOULDERS

- A. The boulders for this item shall be angular, flat, or cubed durable limestone, dolomite, granite or durable sandstone of sufficient hardness to resist weathering and shall be free of shale, cracks and other defects. Slag or recycled aggregate will be rejected. Boulder dimensions shall be in accordance with the requirements given on the Construction Drawings. Boulders shall consist of durable field or quarry stone that is sound, hard, dense, angular, and resistant to the action of air and water, and free of seams, cracks, or other structural defects. All boulders shall be washed. Stone shall be approved by the Owner.
- B. Broken concrete, asphalt, slag, soft limestone will be rejected. The stone shall have the following performance characteristics:
1. Soundness: Not more than 5% loss
 2. Accelerated Expansion: Not more than 15% breakdown

3. Specific Gravity: Greater than 2.48
4. Intact strength: 6,000 psi or greater
5. Absorption: Not more than 2% for igneous and metamorphic rock types and not more than 3% for sedimentary rock types

2.02 GEOTEXTILE FABRIC

- A. Geotextile fabric for this item shall be Type I non-woven geotextile fabric conforming to ODOT Specification 712.09 – Geotextile Fabrics and shall be certified by the manufacturer or supplier.

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Lay out the location of the rock step as shown on the Construction Drawings.
- B. Placement of boulders shall conform to the horizontal and vertical angles specified in the Construction Drawings. The degree of finish for the invert elevation shall be within 0.1 foot of elevation indicated.
- C. Place Type I Non-Woven Geotextile fabric behind boulders and before native backfill material is placed. No fabric should show at final grade. Trim fabric as necessary to achieve this.
- D. Place select backfill in lifts of 1 foot. Fill voids in each lift by dumping buckets of the material on the lift and “washing in” with water and fines. Compacting each lift with a track excavator, bulldozer, or similar equipment prior to placing the next threshold layer.
- E. Place backfill material to the depth indicated in the profile and rock step detail. The channel bed shall be excavated if necessary prior to placement of the rock substrate to ensure proper cross-sectional dimensions of the finished channel.
- F. Redressing of the channel and banks may be required following construction of rock steps and is considered incidental to this item.
- G. Install live cuttings and erosion control blanket as indicated in the Construction Drawing plan view and details, and as described in Section 32 93 33 – Live Stakes and Section 32 91 00 – Erosion Control Blanket of these Specifications.

END OF SECTION



**MOUNTS PARK STREAM RESTORATION
AND IMPROVEMENTS – 95% DESIGN**

25 February 2025

Prepared for:
Hamilton Township

Prepared by:
Samuel Withers

Project Number:
173410744

MOUNTS PARK STREAM RESTORATION AND IMPROVEMENTS – CONCEPT PLAN BASIS OF DESIGN

Revision	Description	Author	Date	Quality Check	Date	Independent Review	Date
0	Concept	USW	8/1/24	BJR	8/15/2024	JR	8/27/2024
1	95%	CVR	2/10/2025	USW	2/15/2025	BJR	2/25/2025

MOUNTS PARK STREAM RESTORATION AND IMPROVEMENTS – CONCEPT PLAN BASIS OF DESIGN

The conclusions in the Report titled Mounts Park Stream Restoration and Improvements – 95% Design are Stantec’s professional opinion, as of the time of the Report, and concerning the scope described in the Report. The opinions in the document are based on conditions and information existing at the time the scope of work was conducted and do not take into account any subsequent changes. The Report relates solely to the specific project for which Stantec was retained and the stated purpose for which the Report was prepared. The Report is not to be used or relied on for any variation or extension of the project, or for any other project or purpose, and any unauthorized use or reliance is at the recipient’s own risk.

Stantec has assumed all information received from Hamilton Township (the “Client”) and third parties in the preparation of the Report to be correct. While Stantec has exercised a customary level of judgment or due diligence in the use of such information, Stantec assumes no responsibility for the consequences of any error or omission contained therein.

This Report is intended solely for use by the Client in accordance with Stantec’s contract with the Client. While the Report may be provided by the Client to applicable authorities having jurisdiction and to other third parties in connection with the project, Stantec disclaims any legal duty based upon warranty, reliance or any other theory to any third party, and will not be liable to such third party for any damages or losses of any kind that may result.

Prepared by: _____
Signature

Casey Race

Printed Name

Reviewed by: _____
Signature

U. Samuel Withers

Printed Name

Approved by: _____
Signature

Bryce Rizzo

Printed Name

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MOUNTS PARK STREAM RESTORATION AND IMPROVEMENTS – CONCEPT PLAN BASIS OF DESIGN

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MOUNTS PARK STREAM RESTORATION AND IMPROVEMENTS – CONCEPT PLAN BASIS OF DESIGN

Introduction

1 Introduction

Mounts Park is a 223-acre natural area managed by Hamilton Township in Warren County, Ohio. The park offers many opportunities for recreation via two miles of walking trails and two fishing lakes, as well as multiple pollinator-friendly gardens and resting places from which wildlife may be observed. Quarry Lake, the larger of the two fishing lakes, is currently receiving flow via an unnamed tributary (Tributary 1) from the southeast corner of the park. Tributary 1 is experiencing rapid erosion and has exposed a layer of municipal solid waste, risking contamination of Quarry Lake and any downstream waters. Additionally, there is evidence that flood waters from Bigfoot Run may rise above Stubbs Mills Rd. and flow into Mounts Park from its eastern side. To prevent further contamination of Quarry Lake and improve the recreational function of Mounts Park, Tributary 1 is to be restored to a stable condition and reinforced to reduce the risk of the stream eroding back into the municipal waste. This report outlines the basis of design used to address the restoration of Tributary 1

1.1 Project Goals and Objectives

Stantec's understanding of the project goals are as follows:

- divert surface waters from interacting with the buried layer of municipal waste;
- reduce risk of future erosion into municipal waste;
- reduce groundwater interactions between municipal waste and hyporheic zone of the floodwaters and Tributaries flowing into Quarry Lake; and
- establish a threshold channel that conveys the expected flow and sediment inputs to Tributary 1 and reduces maintenance costs associated with controlling municipal solid waste.

In future phases of restoration, the following goals may also be addressed:

- re-establish coverage of municipal waste to reduce potential for mixing with surface waters;
- establish grades that properly shed rainwater away from the location of municipal waste; and
- reduce groundwater interactions between municipal waste and hyporheic zone of the floodwaters and Tributaries flowing into Quarry Lake.



MOUNTS PARK STREAM RESTORATION AND IMPROVEMENTS – CONCEPT PLAN BASIS OF DESIGN

Review and Analysis of Available Data

2 Review and Analysis of Available Data

The existing information reviewed as part of this project is listed below. Additional details relevant to each data source are discussed in these sections as needed.

2.1 Topographic Data

LiDAR data was obtained from the Ohio Statewide Imaging Program (OSIP 2017-2020). These data are referenced to the NAD 83 Ohio State Plane South, US Survey Foot coordinate system and NAVD 88 vertical datum. This dataset was compared to field-collected topographic data (Section 3.1) to assess its usability for creation of an existing ground surface. LiDAR data in the Project area was found to differ from topographic data. These LiDAR inaccuracies are expected to be a result of vegetative cover and elevation changes in the Project.

2.2 Aerial Imagery

Historical aerial imagery of the Project area was reviewed using Google Earth Pro (Version 7.3.6.9796) to aid in understanding the historical extents of the quarry and flow history of Tributary 1. U.S. Geological Survey aerial imagery from March 31, 1994 shows the condition of the quarry following its closure (Figure).



Figure 2-1. Historical Aerial Image of the Project Area (USGS, 1994)



MOUNTS PARK STREAM RESTORATION AND IMPROVEMENTS – CONCEPT PLAN BASIS OF DESIGN

Review and Analysis of Available Data

2.3 Flood Models

2.3.1 Little Miami River

The full extent of Mounts Park is located within the FEMA flood zone of the Little Miami River. A flood insurance study was conducted in Warren County including the Morrow unincorporated community where Mounts Park is located. This study mentioned that the Village of Morrow lies in the south-central portion of Warren County on the low floodplain at the confluence of Todd Fork with the Little Miami River (FEMA, 2019). Therefore, the flood elevations in the Little Miami likely govern the extent of flooding in Mounts Park.

2.3.2 Bigfoot Run

A hydraulic model of Bigfoot Run adjacent to Stubbs Mills Road was conducted using HEC-RAS in 2015 by Woolpert, Inc. in response to significant flooding events, including overtopping of the roadway. The study area was a 1,000-foot stream corridor on the east side of Stubbs Mill Road. The accompanying report found that Stubbs Mill Road was overtopped during storm events accumulating less than the 1-year rainfall event (Woolpert Inc., 2015). This is consistent with the observed pattern of flooding communicated to the project team. The report was used to evaluate alternatives for controlling flood flows from Bigfoot Run.

2.4 Geology

2.4.1 REGIONAL BEDROCK GEOLOGY

The topography of the Little Miami River watershed and Mounts Park has been influenced by glaciation which left thick deposits of silt, sand, and gravel. Glaciers covered most of Warren County during the Illinoian age and Wisconsin age. Ordovician limestone and shale underlie the glacial till and is exposed in some valley walls. This limestone was exposed when downcutting streams and erosion removed the glacial overburden. The Ordovician bedrock is about 60 percent gray calcareous shale that is interbedded with thin layers of hard, fossiliferous limestone (Potter et. al, 2020).

2.4.2 SOILS

Soil descriptions in the Project area were presented in the Waters Determination Report (Auxano Environmental, 2020) based on the Natural Resource Conservation Service (NRCS) Soil Survey of Warren County. Soils in Project area consist of FIA (Fox Loam, 0 to 2% slopes) and Gp (Gravel Pit) (Figure 2-2). The Fox series is well drained and moderately deep to sand and gravel. This series formed in loamy glacial outwash material from the Wisconsin age. Fox soils occupy outwash plains and stream terraces along the Great Miami and Little Miami Rivers and their tributaries. Fox soils are classified as hydric.



MOUNTS PARK STREAM RESTORATION AND IMPROVEMENTS – CONCEPT PLAN BASIS OF DESIGN

Review and Analysis of Available Data



Figure 2-2. Soils Map of the Project Area (Auxano Environmental, 2020)

2.5 Land Use

Landcover in the lower Little Miami Watershed is predominately cultivated crop (31.4 percent of total land area) and pasture/hay (13.65 percent) (OEPA, 2007). The eastern portion of the watershed is mainly comprised of cultivated crops with pockets of forest and pasture/hay lands. The western portion of the watershed is a mixture of forest, hay/pasture, and urban development (OEPA, 2007).

The watershed to Tributary 1 has experience low density development in the past 20 years. This development has effects on runoff amounts, magnitudes, and timing, increases in impervious surfaces, and changes to sediment transport.

Gravel mining operations are located along the floodplain of the Little Miami where sand and gravel has been deposited from past glacial events.



MOUNTS PARK STREAM RESTORATION AND IMPROVEMENTS – CONCEPT PLAN BASIS OF DESIGN

Review and Analysis of Available Data

2.6 Ecological Resources

2.6.1 WETLANDS AND STREAMS

A wetland and stream delineation was conducted by Auxano Environmental in April 2020 following procedures outlined in the 1987 Corps of Engineers Wetland Delineation Manual and the 2010 Midwest Regional Supplement Manual. The results of this evaluation were summarized in a Waters Determination Report (Auxano Environmental, 2020). Three wetlands were identified in the study area, totalling 0.35 acres (Table 2-1). Wetland A is an emergent wetland located in a depression that exists between Quarry Lake and Tributary 1. Wetland B borders Quarry Lake and is a depressional wetland with emergent and scrub-shrub vegetation. Wetland C is located in the alluvial floodplain of Tributary 1 where the stream enters Quarry Lake (Figure 2-3).

Table 2-1. Summary of On-site Non-isolated Wetlands (Auxano Environmental, 2020)

Wetland	Size (acres)	Category	ORAM
Wetland A	0.18	non-isolated emergent	39.5- Modified Category 2
Wetland B	0.15	non-isolated emergent	49.5 – Category 2
Wetland C	0.02	non-isolated alluvial floodplain	34.5 – Category 2



MOUNTS PARK STREAM RESTORATION AND IMPROVEMENTS – CONCEPT PLAN BASIS OF DESIGN

Review and Analysis of Available Data



Figure 2-3. Wetland Delineation and Data Points (Auxano Environmental, 2020)

Tributary 1 was delineated for approximately 1,433 linear feet from the eastern border of the study area to its outlet in Bigfoot Run, running north-south along the eastern edge of Mounts Park (Auxano Environmental, 2020; Figure Figure 2-3). The stream within the Project Area was given a qualitative habitat evaluation index (QHEI) score of 47.5 and classified as a modified warm water habitat with major impairments being the excessive trash and garbage debris from municipal waste deposits (Auxano Environmental, 2020).



MOUNTS PARK STREAM RESTORATION AND IMPROVEMENTS – CONCEPT PLAN BASIS OF DESIGN

Review and Analysis of Available Data

2.6.2 THREATENED AND ENDANGERED SPECIES

As part of the 401 Permit Application submittal in 2020, the Natural Heritage Database was reviewed, and results provided by ODNR for the Project area. The database listed a record of the state endangered Snuffbox mussel (*Epioblasma triquetra*) within a one-mile radius of the Project area (ODNR 2020).

The ONDR Division of Wildlife (DOW) also stated the project is within the range of the following listed mussel species:

- Clubshell (*Pleurobema clava*); Federally Endangered
- Rayed Bean (*Villosa fabalis*); Federally Endangered
- Snuffbox (*Epioblasma triquetra*); Federally Endangered
- Black Sandshell (*Ligumia recta*); State Species of Concern
- Fawnsfoot (*Truncilla donaciformis*); State Species of Concern

The U.S. Fish and Wildlife Service (USFWS) was also contacted for comments and recommendations on threatened and endangered species in the Project area. The endangered Indiana bat (*Myotis sodalis*) and threatened Northern long-eared bat (*Myotis septentrionalis*) occur throughout the State of Ohio. The USFWS recommended avoiding tree removal where possible and seasonal clearing of trees greater or equal to 3 inches diameter at breast height (dbh) between October 1 and March 31 to avoid adverse effects to the Indiana bat and Northern long-ear bats.



3 Data Collection and Field Investigation

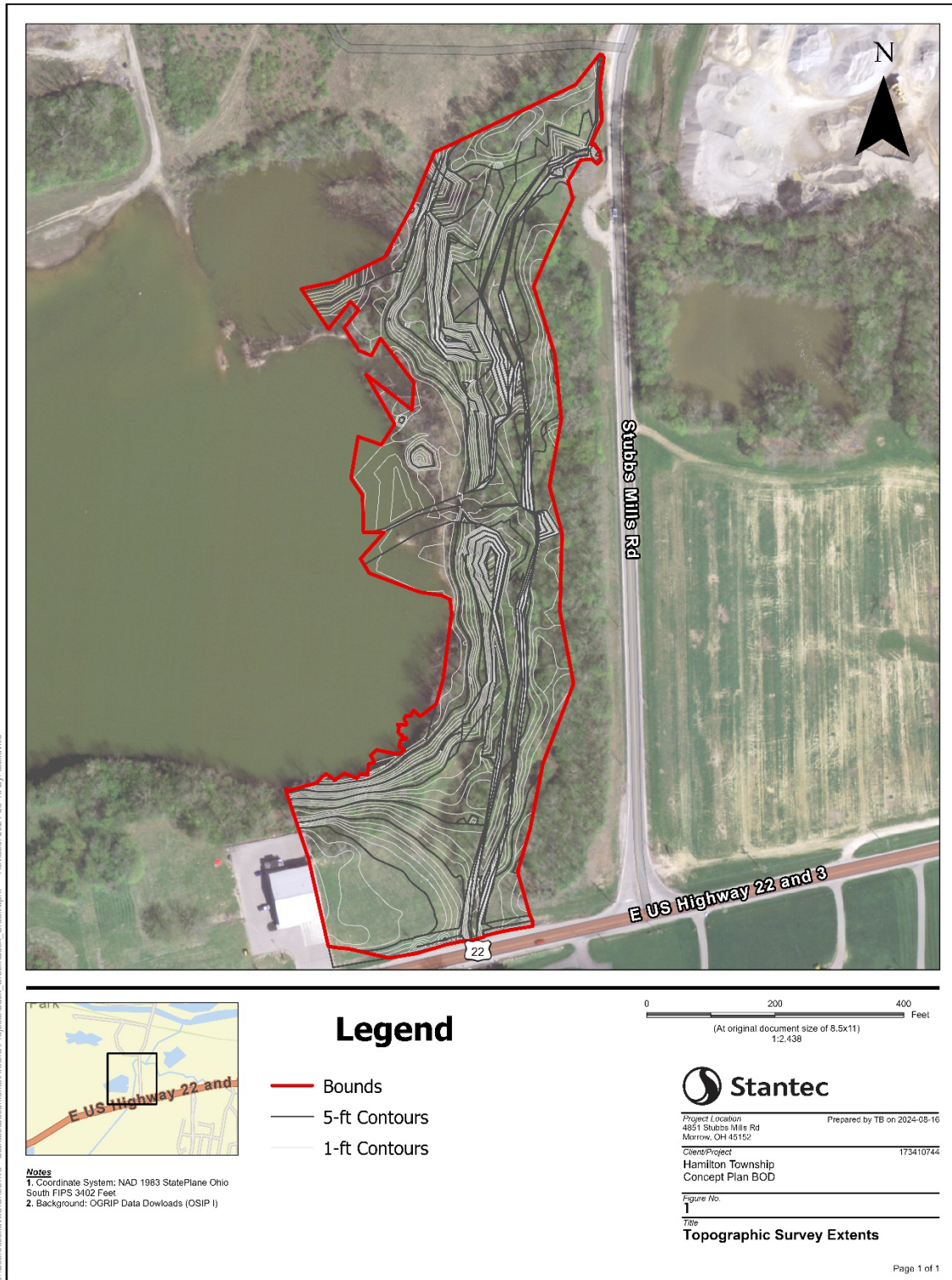
3.1 Surveying

Topographic survey was conducted throughout the project limits to establish an accurate representation of the current conditions of the project site. Delineations of the bed and banks of the existing stream channels, lake shoreline, and select civil infrastructure was performed. Data was collected in State Plane Coordinates Ohio South NAD83. The Vertical Datum used was NAVD 88. **Figure 3-1** below shows the extents and results of the topographic survey. Four control points consisting of capped 5/8" rebar were established for use in future construction efforts.



MOUNTS PARK STREAM RESTORATION AND IMPROVEMENTS – CONCEPT PLAN BASIS OF DESIGN

Data Collection and Field Investigation



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Figure 3-1 Topographic Survey



MOUNTS PARK STREAM RESTORATION AND IMPROVEMENTS – CONCEPT PLAN BASIS OF DESIGN

Data Collection and Field Investigation

3.2 Geomorphic Field Data Collection

To gain a better understanding of the geomorphic context of Mounts Park, assessments were conducted on two reaches within the park boundary: the existing Tributary 1 and Plum Run downstream of Quarry Lake.

3.2.1 TRIBUTARY 1

The first reach assessed was the portion of Tributary 1 from the bridge under US Highway 22 to its confluence with Quarry Lake. Due to safety concerns with debris in the stream, a 300-foot section in the middle of the reach was not able to be assessed. The data collected on this reach is detailed below. Stantec collected these data on April 21-22, 2024. No sediment studies were able to be completed in Tributary 1 due to safety concerns with debris in the channel bed.

Data collected on Tributary 1 (Section 4.1.1):

- A short section of longitudinal profile from US Highway 22 to a large head cut approximately 107 feet downstream of the bridge
- Longitudinal profile of remaining 427 feet of the reach
- One riffle cross section
- One pool cross section
- A Bank Erosion Hazard Index (BEHI) assessment
- A Near Bank Stress (NBS) assessment

3.2.2 PLUM RUN

Since the restoration of Mounts Park exhibits unique engineering challenges, a truly natural channel is likely not the best approach to convey the flow regime of the reach while reducing the risk of further erosion of the municipal waste. Instead, an engineered channel with natural components is best suited. As such, a true reference reach was not required to guide the design. Instead, a reach of Plum Run downstream of the outfall from Quarry Lake was chosen to illuminate useful information about the state of the stream systems in Mounts Park. Though it is not a fully stable channel, Plum Run exhibited clear bankfull indicators and is exposed to a similar flow regime as Tributary 1. Flow capacity and sediment data from this reach will provide a conservative overestimate of the expected flows and mobile sediment sizes for the restored Tributary 1. The data collected on this reach is detailed below. Figure 3-2 shows the extents of project and Plum Run assessments within Mounts Park.

Data collected on Plum Run (Section 4.1.3):

- 416-foot longitudinal profile with a stadia rod and laser level
- One pool cross section
- One riffle cross section
- One bar sample using sieve analysis



MOUNTS PARK STREAM RESTORATION AND IMPROVEMENTS – CONCEPT PLAN BASIS OF DESIGN

Data Collection and Field Investigation



Figure 3-2: Geomorphic Survey Locations

3.3 Geotechnical Study

Ordesign Environmental Services conducted boring activities within the Project area for Hamilton Township in June 2020. Stantec reviewed the geotechnical report with seventeen (17) boring logs to evaluate the potential extent of the waste placement in the Project area and inform design of the proposed restored channel. Four (4) of the 17 soil borings contained evidence of decayed waste with the remaining 13 only encountering native soils (Figure 3-3). The four borings with waste were located on the northern side of the Project area (red points in Figure 3-3). Visual observations of waste exposed in eroding banks of the current stream channel were also used to delineate the extent of the former municipal waste (red lines in Figure 3-3). The delineation of the municipal waste assessed in the geotechnical report was used to establish the proposed alignment of the restored stream channel.

Boring 8,9,10, and 11 were used to evaluate the potential location of a proposed alignment that will divert flow away from the dump site and avoid the eroded former Tributary 1. Important findings in these locations were:



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Data Collection and Field Investigation

- These borings did not find bedrock to a depth of 12-16' below grade.
- Soil textures were dominated by silt and sand textures with a consistent presence of gravel
- Fragments of asphalt material were found at depth of 0.6-0.7 feet at boring B-14 and at depth 8-8.5 feet at boring B-16. Both borings are located near the northern end of the study area.

The depths and textures listed above are typical of soils formed in glacial outwash and alluvial river terraces. Given these characteristics, any proposed stream in this area will have to be designed to rely on its own structure for stability and grade control. Though the boring activities resulted in a likely delineation of the limits of municipal solid waste, there is risk that unknown ground conditions may be a factor during construction.



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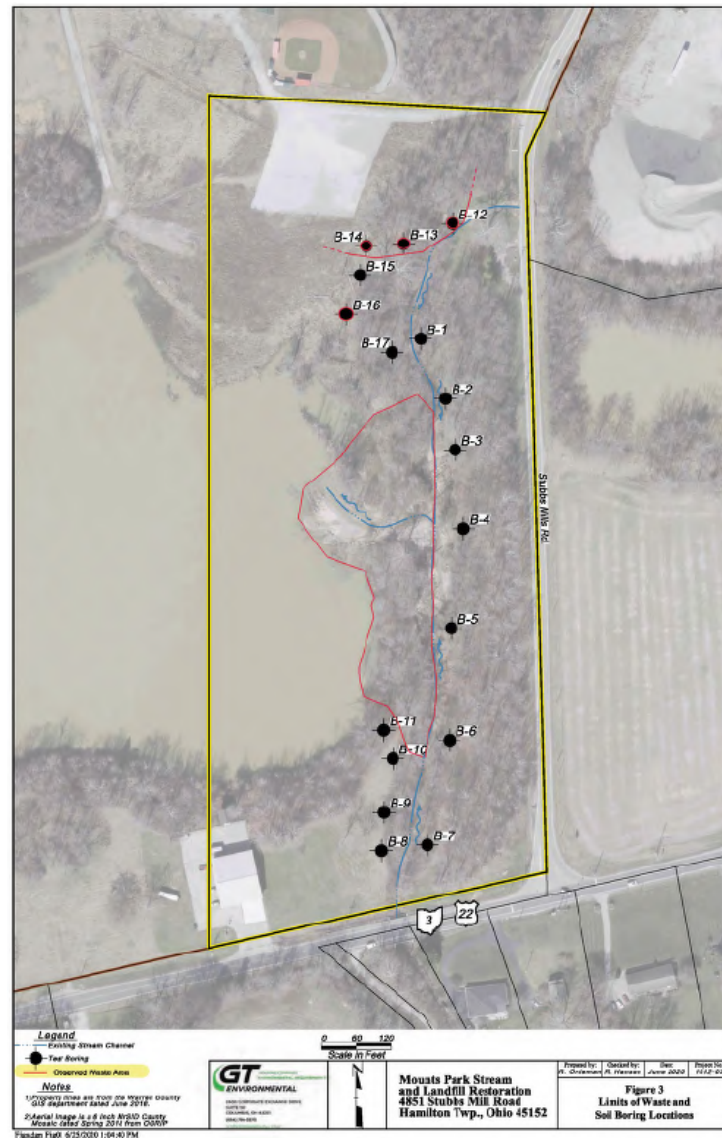


Figure 3-3. Limits of Waste and Soil Boring Locations (Ordesign, 2020)



MOUNTS PARK STREAM RESTORATION AND IMPROVEMENTS – CONCEPT PLAN BASIS OF DESIGN

Analysis of Geomorphic Data

4 Analysis of Geomorphic Data

Geomorphic data from Tributary 1 and Plum Run were analysed to characterize the streams, describe their morphological form, and assess the state of their stability. These assessments can be attributed to three levels of analysis as presented by Rosgen (1996) and are summarized here based on geomorphic field data collection performed as part of this project as well as regional hydrology and land use data from the United States Geological Survey (USGS) StreamStats application. At the first level (Tier 1), broad evaluations of channel slope, shape, and pattern based on aerial photography, topographic mapping, and site observations can be used to classify the stream based on the Rosgen Stream Classification System (Rosgen, 1996). The second level (Tier 2) assessment can further classify river channel characteristics and help attain deeper insight into morphological behavior by assessing detailed geomorphic field data and normalizing relationships between channel dimensions and feature characteristics. Finally, at the third level (Tier 3), assessments of the riparian zone, sediment behavior, and stability status helps guide restoration approach by identifying aspects of the stream's geomorphic context that may indicate a trend toward stability or instability.

A summary of the results of these analyses is shown in Table 4-1 and further discussed in Section 4.5. All applicable cross-sections, profiles and analysis worksheets are presented in Appendix A.

Table 4-1: Morphological Characteristics - Mounts Park

Description	Tributary 1	Plum Run
Stream Type	F4	F4
Landscape type	C-RE-FD	C-AL-AD
W_{BKF} (ft)	18.90	22.20
D_{BKF} (ft)	1.01	1.72
A_{BKF} (ft ²)	19.10	38.20
S_{Water} (ft/ft)	0.0114	0.00748
V_{BKF} (fps)	3.68	4.19
Q_{BKF} (cfs)	70.38	160.01
D_{50} (mm)	N/A	32.61
D_{84} (mm)	N/A	124.81



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Analysis of Geomorphic Data

4.1 Watershed Characteristics

Both the watersheds of Tributary 1 and Plum contribute to the Little Miami River, an Ohio Scenic River, and protected State Water. Additionally, both are located completely within Warren County, Ohio, which receives 44 inches of precipitation annually and lies within the Pre-Wisconsinan Drift Plains ecoregion (USEPA, n.d.). Residential development occurred in the early 2000s. A breakdown of the upstream land cover percentages is provided in Table 4-2 and Figure 4-1 shows the locations and sizes of the two basins with respect to Mounts Park. Further discussion follows.

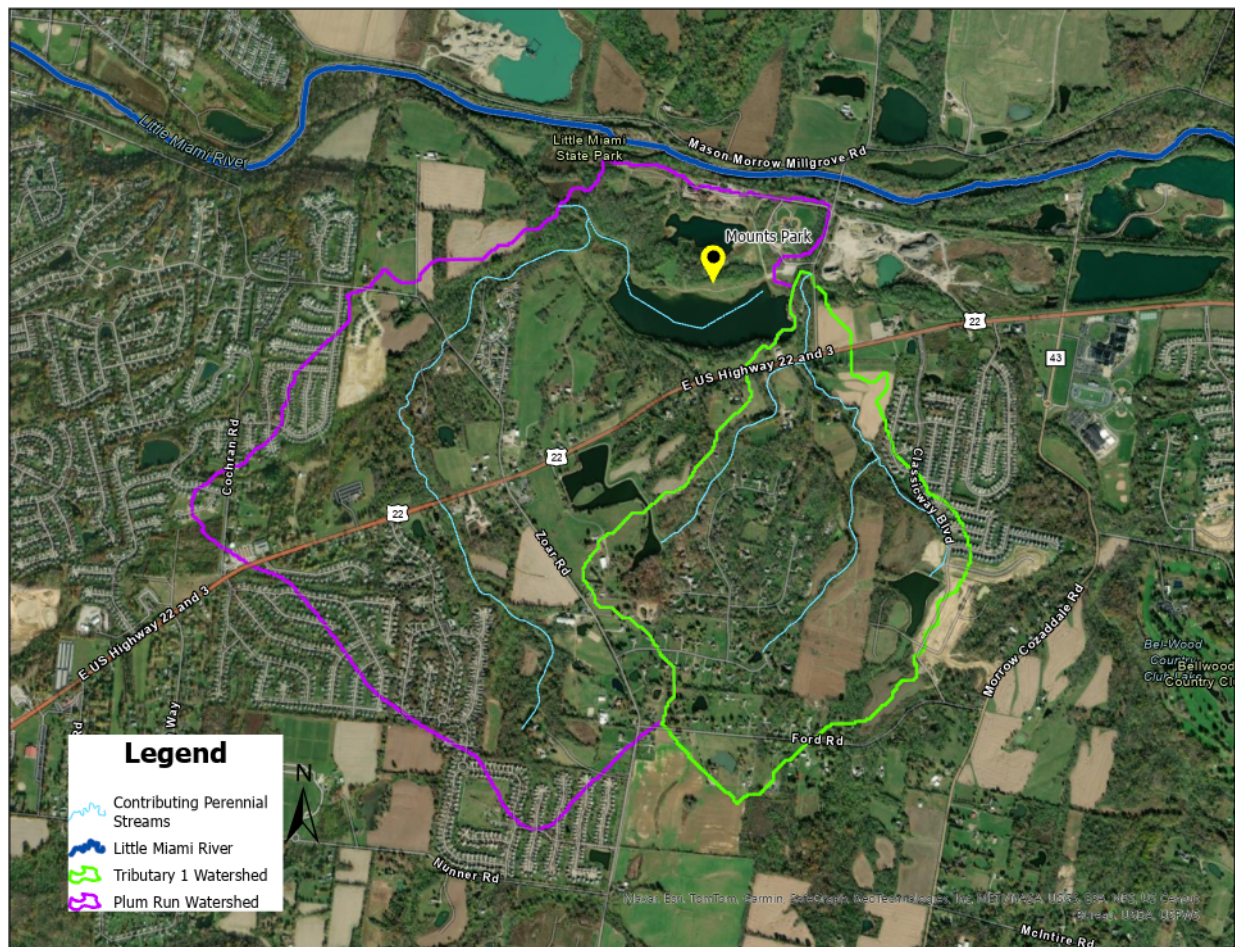


Figure 4-1: Mounts Park Contributing Watersheds

MOUNTS PARK STREAM RESTORATION AND IMPROVEMENTS – CONCEPT PLAN BASIS OF DESIGN

Analysis of Geomorphic Data

Table 4-2: Watershed Characterization

Land Cover (%)					
Location	DA (mi ²)	Forest	Urban	Water/ Wetland	Impervious Coverage (%)
Tributary 1	0.8	32.0	29.0	3.0	4.15
Plum Run	1.7	40.9	35.6	2.48	7.99

Source: NLCD 2011 as assessed by USGS StreamStats

4.1.1 Tributary 1

4.1.2 Tributary 1

The drainage area of Tributary 1 is approximately 0.8 square miles and land use is primarily low-density residential and agricultural. Almost the entirety of The Vineyard residential community is included in the watershed, and the western side of the Villages of Classicway also contributes a small amount of drainage. Both communities were developed between 2000 and 2010, converting the land from agriculture to residential and increasing impervious area contributing to Tributary 1.

4.1.3 Plum Run

Like Tributary 1, the drainage area of Plum Run consists of primarily medium-density residential and agricultural land uses with a significant portion of Thornton Grove community contributing stormwater runoff. Again, this community was developed between the late 1990s and the early 2000s. This watershed is slightly bigger than that of Tributary 1 and is slightly more developed (Table 4-2). As discussed in Section 3.2.2, these watershed characteristics will allow Plum Run to be used for a conservative restoration design of Tributary 1.

4.2 Flow Regime

Flow regime is characterized by five factors of flow: magnitude, frequency, duration, timing, and rate of change (Poff, 1997). All these factors are influenced spatially and temporally. As can be seen by the orientation of its watershed in Figure 4-1, Tributary 1 flows north to south between Quarry Lake and Stubbs Mills Rd. While the watershed of Tributary 1 is likely only large enough to support intermittent flow, Plum Run is slightly larger and is likely perennial.



MOUNTS PARK STREAM RESTORATION AND IMPROVEMENTS – CONCEPT PLAN BASIS OF DESIGN

Analysis of Geomorphic Data

4.3 Sediment Regime

Like water, sediment inputs to streams are fundamental drivers of river ecosystems, affecting channel morphology, bed conditions and heterogeneity, disturbance regime, and water quality. As such, the sediment-related processes giving rise to these characteristics are important to many aquatic communities dependent on the associated habitat features to survive throughout various life stages (Wohl et al., 2015). Sediment supply to Tributary 1 is eroded from two primary sources: the contributing hillslopes and upstream stream banks. As this project is located within the Pre-Wisconsinan Drift Plains ecoregion, the contributing watersheds drain a landscape formed in glacial till and alluvium. As can be seen in Figure 4-2, soil formed in glacial till is weathered from deep deposit of sand- to cobble-sized material, resulting in a highly erodible, fine-textured surface layer.



Figure 4-2: Typical Alluvium with Glacial Till Parent Material Profile



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Analysis of Geomorphic Data

Though parts of the watershed have been developed, much of its area is maintained as agriculture or low-density suburban development. During storm events, the fine topsoil of these areas can be eroded into the stream and contribute to Tributary 1's suspended load. These fine particles are easily transported and quickly washed through the system. Alternatively, the larger particles are more difficult to move and are transported in a more periodic fashion via the stream's bedload. As these larger particles remain embedded in deeper soil layers, they can be released when stream channels erode into them. Tributary 1 has eroded into this layer, introducing large amounts of sediment with each failure of the stream bank. See Section 4.5.3 for further discussion of erosion risk and modelling. Because the local slope of Tributary 1 is low, it is unable to produce the shear stresses necessary to move most of the gravel and cobble dumped into the bed. As a result, large bars are formed in the middle of the channel, further diverting flow toward the banks and causing more erosion. As Plum Run has not eroded to the same extent as Tributary 1, it is not experiencing the same quantity of bank erosion and likely receives sediment inputs that are similar those experienced by Tributary 1 before it degraded to its current condition. According to the bar sample discussed in section 3.2.2 the size of this sediment is as follows:

Table 4-3: Plum Run bar sample particle distribution

Particle class	Particle Size (mm)
D ₃₅	4.23
D ₅₀	22.46
D ₈₄	102.3
D ₉₅	117.9
D ₁₀₀	146.3

4.4 Riparian Zone Characteristics

Due to its position in the Mounts Park property, Tributary 1's riparian width is limited to between approximately 300 and 400 ft. It is bounded on the western side by Quarry Lake and the Hamilton Township Fire Department as well as on the eastern side by Stubbs Mills Rd. Because Tributary 1 has incised approximately 20 feet, it is completely disconnected from its riparian zone and floodplain. If restored to a stable elevation, with some understory control of invasive honeysuckle, a healthy forested riparian buffer can be established with many mature sycamore trees.

Unlike Tributary 1, Plum Run has only slightly incised and is still relatively connected to its riparian zone. Some minor disturbance is apparent in the vicinity of the reach including some walking paths associated with the park and agricultural fields on either side of the stream, but the riparian area extends approximately 500 to 700 feet wide along both banks. Invasive honeysuckle continues to persist in this area, but mature sycamores are common.



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4.5 Geomorphic Analysis

4.5.1 Level I

Based on preliminary observations of the Project and Plum Run, it was apparent that both streams were single-thread and exhibited riffle-pool morphology with low slopes. Both reaches are also entrenched, which supports their classification as Rosgen (1996) “F”-type streams.

4.5.2 Level II

To further classify the channels, the geomorphic data discussed in Section 3.2 were analysed using the RIVERMorph software package. Both reaches were confirmed to be “F” stream types based on the characteristics presented in Table 4-4. Because sediment samples were not able to be collected in Tributary 1, it was assumed the bar sample collected in the assessment of Plum Run was sufficient to classify both reaches. The D50 particle size from this analysis was determined to be gravel-sized, giving the final classification an “F4” determination. F streams are typically considered to be unstable as they exhibit both entrenchment and widening due to erosion of the bed and banks.

Table 4-4: Stream Classification Characteristics

Reach	Entrenchment Ratio (ER)	Width/Depth Ratio (W/D)	Bankfull Slope (ft/ft)	D ₅₀ (mm)	Stream Type
Tributary 1	1.06	18.67	0.0106	22.46	F4
Plum Run	1.35	12.90	0.00823	22.46	F4

4.5.3 Level III

To better understand the risks associated with the current state of Tributary 1 and help develop a targeted restoration approach, a third level of assessment was completed to identify indicators of stream stability issues. First, the riparian vegetation discussed in Section 4.4 was found to be unstable as it was disconnected from the stream and the understory was overwhelmed by undesirable invasive species. Erosion risk and anticipated erosion volumes were evaluated using the Bank Assessment for Non-Point Source Consequences of Sediment (BANCS) methodology (Rosgen 2006) as shown in Figure 4-3 and Table 4-5. Bank Erosion Hazard Index (BEHI) and near bank Stress (NBS) ratings were determined in the field. Fifteen individual bank zones were identified with six distinct BEHI/NBS combinations ranging from Low/Low to High/High. Erosion rates were estimated using curves from Colorado (Rosgen, 2006) and North Carolina (Doll et al., 2003) to present a range of possible yearly erosion volume estimates. Erosion risk is very high in Tributary 1, as its banks lack natural stability and are too high to allow for stress relief during elevated flows. Due to incision, bank heights are very high and their angles are nearly vertical. Both conditions are highly influential variables when assessing erosion risk. Additionally, the stream barely has any surface cover and the roots of vegetation only extends a short distance down the bank. Each of these also contribute to the erosion risk of the stream. After estimating lateral erosion rate,



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Analysis of Geomorphic Data

volumetric rate estimates can be found by applying the heights and lengths of each bank zone. This analysis shows that Tributary 1 will likely experience erosion volumes between 136 and 398 cubic yards per year if left unaddressed.

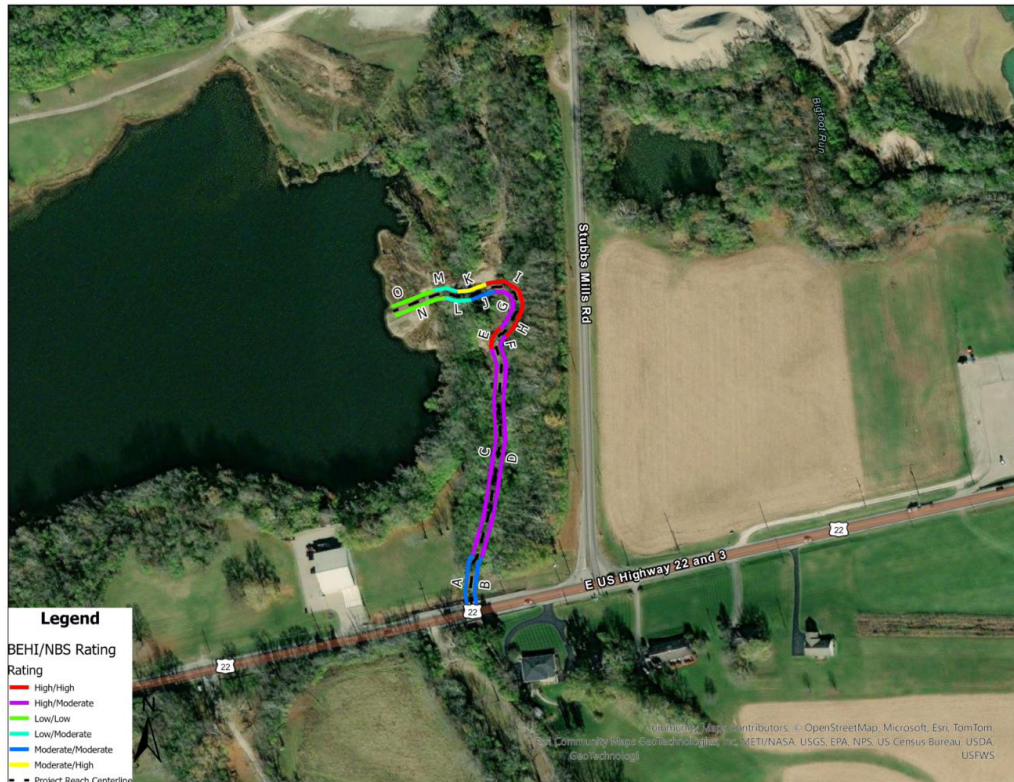


Figure 4-3: Tributary 1 BANCS Assessment

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Table 4-5: Estimated Erosion Rates and Quantities Based on BANCS methodology.

Bank	BEHI	NBS	¹ Erosion Rate (ft/yr)	² Erosion Rate (ft/yr)	Bank Height (ft)	Bank Length (ft)	Erosion Volume Range (yd ³ /yr)
A	Moderate	Moderate	0.04	0.26	7	112	2 – 8
B	Moderate	Moderate	0.04	0.26	7	106	2 – 8
C	High	Moderate	0.15	0.39	18	446	45 – 116
D	High	Moderate	0.15	0.39	18	440	44 – 115
E	High	High	0.16	0.59	18	50	6 – 20
F	High	Moderate	0.15	0.39	18	40	4 – 11
G	High	Moderate	0.15	0.39	18	115	12 – 30
H	High	High	0.16	0.59	20	61	8 – 27
I	High	High	0.16	0.59	20	125	15 – 55
J	Moderate	Moderate	0.04	0.26	6	53	0.5 - 4
K	Moderate	High	0.11	0.41	6	64	2 - 6
L	Low	Moderate	N/A	0.075	6	55	0 - 1
M	Low	Moderate	N/A	0.075	3	51	0 – 1
N	Low	Low	N/A	0.036	3	114	0 – 1
O	Low	Low	N/A	0.036	3	96	0 - 1

¹From North Carolina curve (Doll et al., 2003)

²From Colorado curve (Rosgen, 2006)



5 Design

The design was developed to establish restoration approaches and components that will meet the project goals. As Tributary 1 will continue to erode and transport municipal waste if left in its current state, the best course of action is to divert flow away from its existing degraded path and avoid the municipal waste as well as possible. This restored tributary of Quarry Lake will convey flows from the south side of the park in a Step-Pool-Cascade channel, while a large berm is proposed to prevent overflow from reaching the abandoned channel and causing further erosion.

5.1 Design Approach

The inclusion of natural channel design (NCD) principles allows for the design of a stable stream factoring in the natural tendencies of the stream within its geomorphic setting. The design proposed for the restoration of Tributary 1 was developed based on the type of system that would be expected to form in the newly proposed valley of Tributary 1. The intent is to design a channel that will convey the expected flow and sediment inputs from the upstream watershed without aggrading or degrading over time.

5.1.1 STREAM RESTORATION

To avoid flowing through the existing eroded channel and the municipal solid waste contained within, the channel will be taken offline from the existing alignment and rebuilt as a stable tributary of Quarry Lake. To mitigate future degradation of the channel, strategically placed grade control structures will allow flows to descend to the lake elevation in a controlled manner while protecting infrastructure and allowing for natural adjustment in bedform.

5.2 Valley Design

Because the new proposed path of Tributary 1 requires the channel to drop a large elevation in a short distance, the resulting high-slope channel will be best characterized as a Rosgen A-type channel (Rosgen, 1996). These channels typically flow through narrow valleys with minimal flood area, and efficiently transport their supplied flow and sediment. To achieve this type of system, the valley will need to be graded at a slope of 1 foot vertical rise per 1.5 feet horizontal travel (1.5:1) above the proposed channel top of bank until intersecting with the existing ground. These steep slopes should be reinforced with large rocks and strategic planting to prevent erosion of the valley wall.

5.3 Channel Design

5.3.1 DESIGN DISCHARGES

As discussed in Sections 3.2 and 4.2 above, the assessment of Plum Run provides insight into the expected flow regime of Tributary 1. The bankfull flow of this reach can serve as a conservative estimate for the design bankfull flow of the proposed restored Tributary 1. Using the U/U^* method of discharge calculation, this flow was estimated to be 160 cubic feet per second (cfs). To increase confidence in



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Tributary 1's ability to convey the wide range of discharges that may be experienced throughout the life of the channel, the 100-year discharge was also assessed. Using a PCSWMM model, the 100-year discharge was determined to be 300 cfs.

5.3.2 TYPICAL CROSS SECTIONS

To further promote the establishment of a stable Step-Pool-Cascade channel, the proposed restored Tributary 1 should be built as a series of crests and pools, each with a cross section designed to convey the design discharge of 160 cfs. For the crests, the cross-section was chosen to be a trapezoid with a width to depth ratio (W:D) less than 12 as is typical of A-type streams. To meet these design discharge and W:D criteria, the proposed cross section has a top width of 19 feet, a bottom width of 9 feet and a max depth of 2.5 feet. A typical cross section of the channel's step crest is shown in Figure 5-1 below:

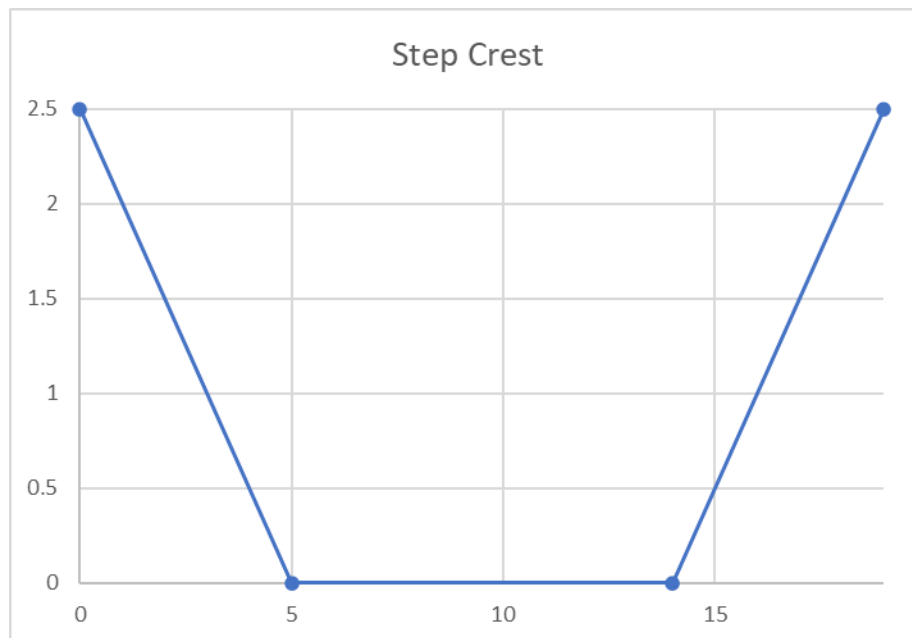


Figure 5-1: Typical Step Crest Cross Section

The typical step pool cross section was designed such that the max depth of the pool is 3 times deeper than the mean depth of the crest. To achieve this depth while maintaining the same top width, the side slopes were steepened to 1:1. The resulting cross section is also trapezoidal with a top width of 19 feet, bottom width of 8 feet, and max depth of 5.5 feet.



MOUNTS PARK STREAM RESTORATION AND IMPROVEMENTS – CONCEPT PLAN BASIS OF DESIGN

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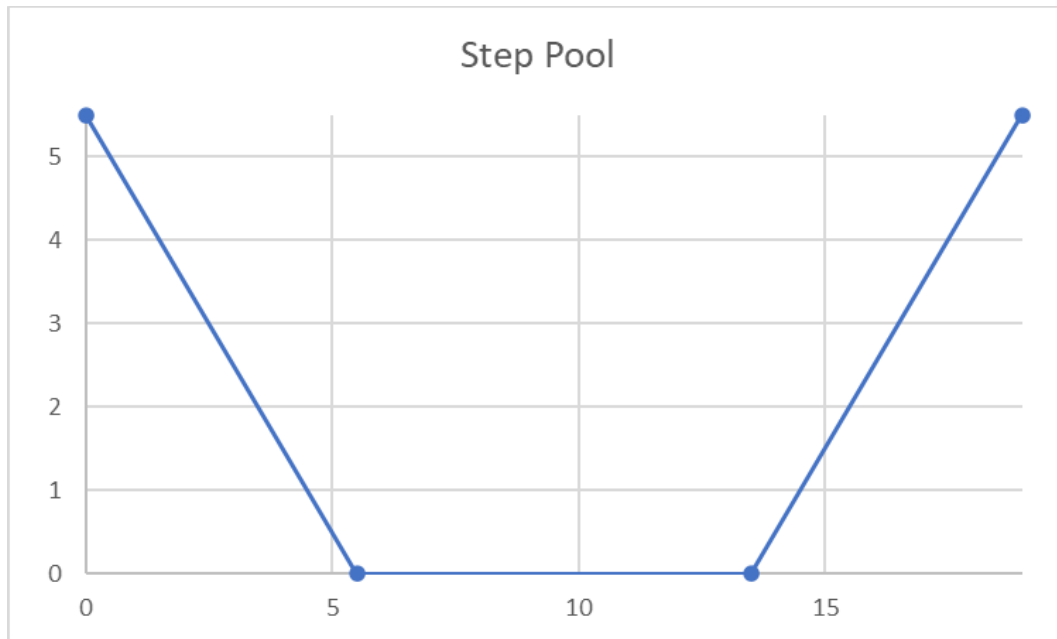


Figure 5-2: Typical Step Pool Cross Section

5.4 Channel Pattern, Profile, and Dimension

5.4.1 CHANNEL PATTERN

To avoid further impact to the municipal waste and prevent future breaches of the municipal waste cap, restored Tributary 1 is proposed to be diverted away from its existing alignment in a more direct path to the lake. Due to concerns with exposing further waste in the project area, the meander belt width is kept to a minimum, with only three small meanders to mimic a natural system and follow a notch in the existing topography. The total length of the proposed alignment is approximately 390 feet and the sinuosity is approximately 1.05.

5.4.2 CHANNEL PROFILE

For restored Tributary 1 to decrease 17 feet in elevation from its existing level at the southeast corner of Mounts Park to its terminus at the lake shore, a series of 23 drop structures is proposed. 12 of the structures will be single steps with a half foot of drop each and the remaining 11 will be double steps with a total of 1 foot of drop each. Each step will be followed by a pool to dissipate energy. The spacing between each pool is 17 feet, making each pool between 11 and 14 feet long. A three-foot long glide with a slope of 5% was added at the end of each pool to provide smooth transition for flow to reach each subsequent step. The average bankfull slope is 4.4%.



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5.4.3 CHANNEL DIMENSION

As discussed in Section 5.3.2 the channel cross section was designed to convey the design discharge of 160 cfs and meet the characteristics of an A-type stream. The resulting dimensions are shown in Table 5-1. Table 5-1: Proposed Restored Tributary 1 Dimensions

Table 5-1: Proposed Restored Tributary 1 Dimensions

	Step Crest	Step Pool
W_{BKF} (ft)	19	19
D_{MAX} (ft)	2.5	5.5
A_{BKF} (ft ²)	35	74.25
Bank Slope (a:1)	2	1

5.5 Proposed Grade Control Structures

To control the grade down the steep incline, each step in the profile is proposed to be reinforced with a rock sill structure. Single steps will have one sill while double steps will stack two steps to mimic a cascade feature. Additionally, the steps and pools should be underlaid with a layer of cobble material to prevent scour and minimize piping of sediment through the structure. Rocks were sized to increase likelihood structures will remain stable under the expected shear stresses of a stream of this slope.



Figure 5-3: Rock Step Pool, Fourmile Canyon, Boulder CO



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To determine the rock sizes that will remain stable at the bankfull and 100-year discharges, shear stress was calculated at a cross-section within Tributary 1 at bankfull and 100-year flow depths (Figure 5-4).

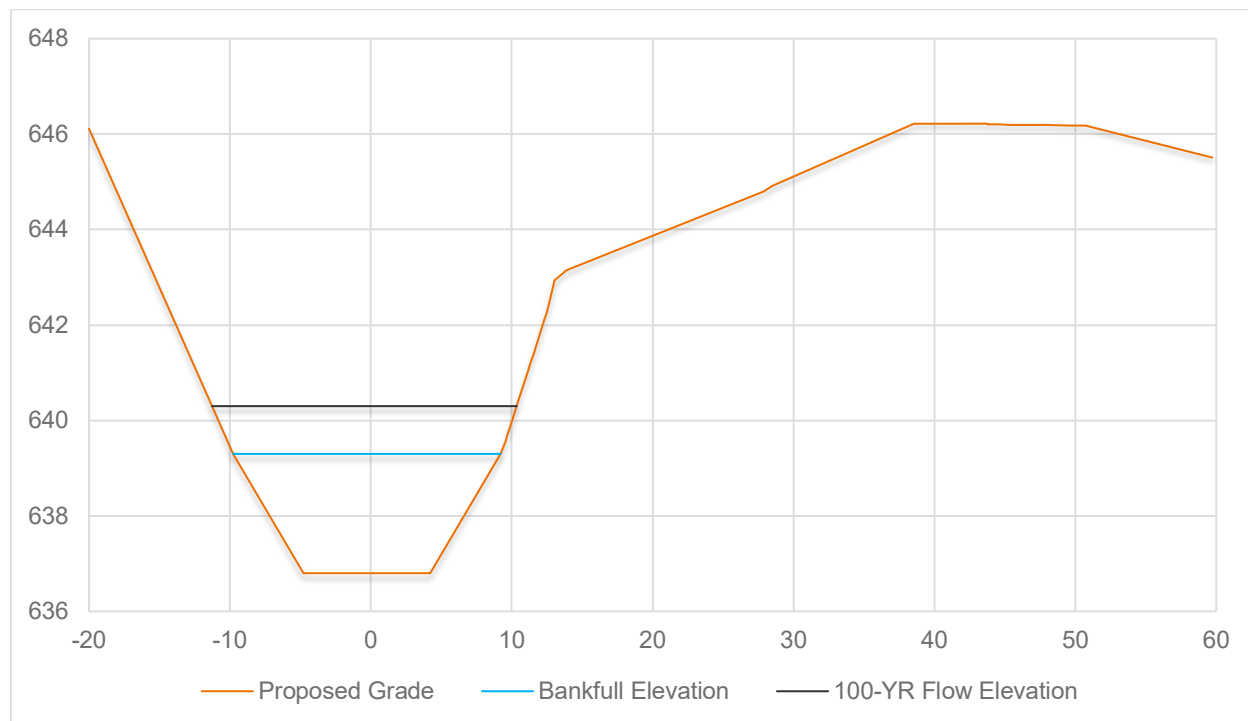


Figure 5-4: Bankfull and 100-YR flow elevations in proposed Tributary 1

These shear stresses were determined to be 4.75 lb/ft² and 7.92 lb/ft² respectively. According to Leopold et al. (1964) the particle size at the threshold of movement under these applied stresses are 16.5 inches at bankfull flow and 26.5 inches at the 100-year discharge. According to the NRCS (2007), however, boulders should be 3.86 ft in diameter to resist the bankfull shear stress. Using these values, the cobble material filling the pools and underlaying the step structures should be ODOT Type B, while the large rocks making up the steps should be 4 feet wide. In comparison to the particle distribution discussed in Section 4.3, these proposed rocks should remain stable while any sediment transported to the reach from upstream should fill spaces in the step pool structures over time.

5.6 Proposed Bank Stabilization Structures

To further stabilize the banks, this design will utilize live brush layering. This method consists of installing live brush in lifts of soil above grade control structures and contributes roughness to the channel as well as a natural appearance.



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Figure 5-5: Live brush layering. Indian Creek, Butler County, Ohio

5.7 Overflow Berm Design

To improve the chances that flow will be fully diverted from the existing Tributary 1 and municipal waste within, a berm is proposed to be built to the right of the proposed top of bank for the length that coincides with the existing channel width. For stability, the side slopes of this berm should be no greater than 4:1. The crest elevation of the berm is proposed to be well above the 100-YR flood elevation at 646 feet. Additionally, the crest of the berm is proposed to be 12 feet wide to allow for maintenance access to the northern side of the proposed Tributary 1.



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Opinion of Probable Construction Cost

6 Opinion of Probable Construction Cost

The Opinion of Probable Construction Cost was developed in tandem with the design and was based upon construction unit rates from recent (Last 3 years) and similar projects. This cost estimate can be considered a Level 2 cost estimate with an accuracy of -10% to +15% range of accuracy. Therefore, the ultimate construction value may be as much as \$ 889,668.64. Not included in this construction cost was Construction Administration and Resident Engineering Costs, administrative costs to the owner, or any general allowances.



7 Conclusion

Mounts Park is a natural site in need of intervention to protect and enhance water quality. A stream flowing from the southeast corner of the park (Tributary 1) has eroded through a buried layer of municipal solid waste, causing pollution to enter state waters. To investigate this issue, and help determine a recovery approach, geomorphic assessments of Tributary 1 and Plum Run within the park boundary were completed. It was found that Tributary exhibits a high risk for continued erosion, and the best approach for restoration is to abandon its existing path and build channels that avoid the waste while continuing to convey the expected flow and sediment inputs to the park. From the south, Tributary 1 will be realigned to flow directly into Quarry Lake via a step-pool-cascade channel. This design will meet the goals of the first Phase of the design implementation.

The ultimate proposed state will be to address all water intrusion pathways by eliminating any surface water, rainwater, or significant ground water interactions with the municipal waste site. Phase 1 of this approach will focus on eliminating the surface water from the Tributary 1 onto the waste site. Further phases of this project will address rainwater, groundwater, and other surface water inputs to the municipal waste site. Rainwater will be shed away from the waste site by filling the abandoned stream channel. Ground water interactions will be limited by installing compacted barriers to reduce groundwater interaction between the tributary and the waste site. Surface water inputs from Big Foot Run and the Little Miami River will be redirected by regrading the floodplain to flow away from the waste site. Once those additional design components are addressed, then the ultimate project goals of isolating and containing the municipal waste site in-situ will be achieved.



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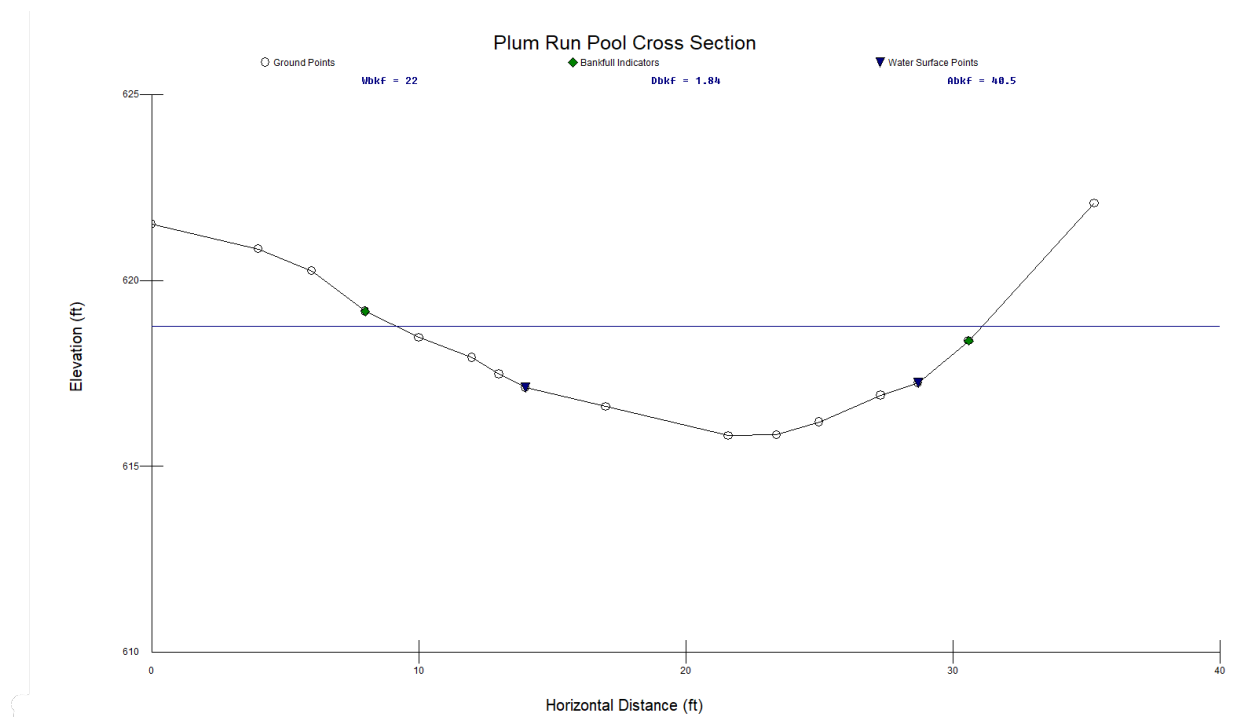
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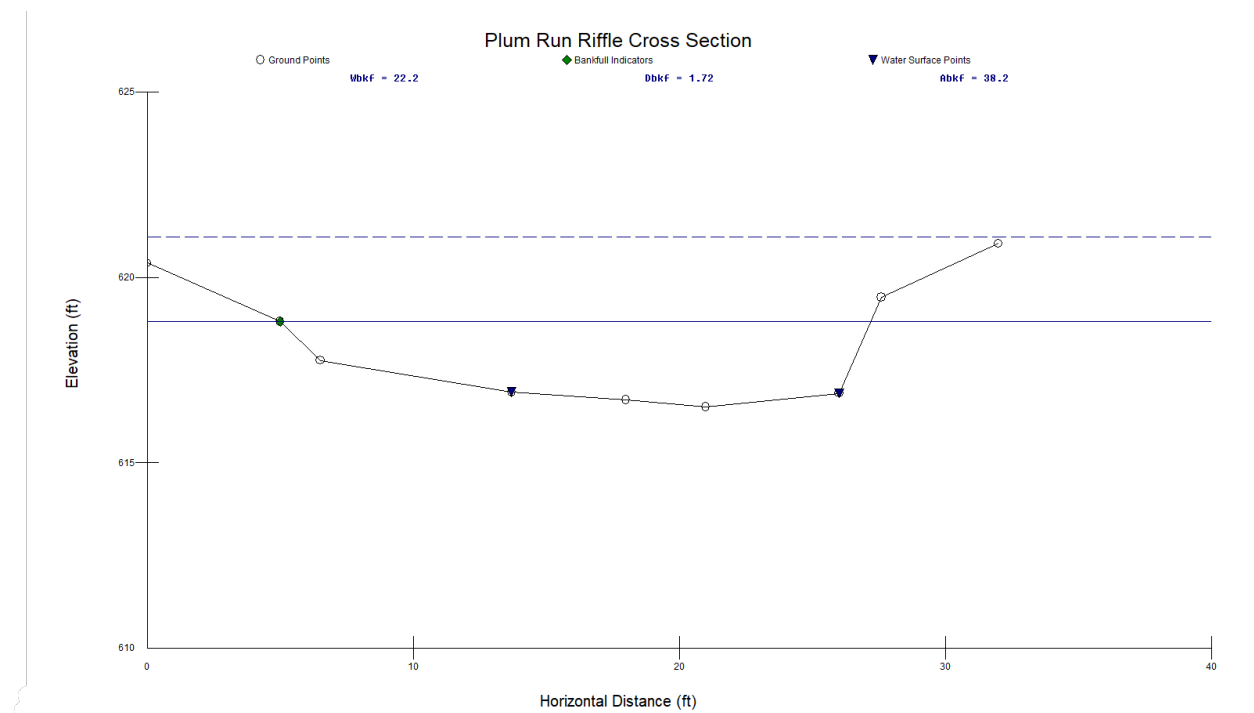


Appendix A

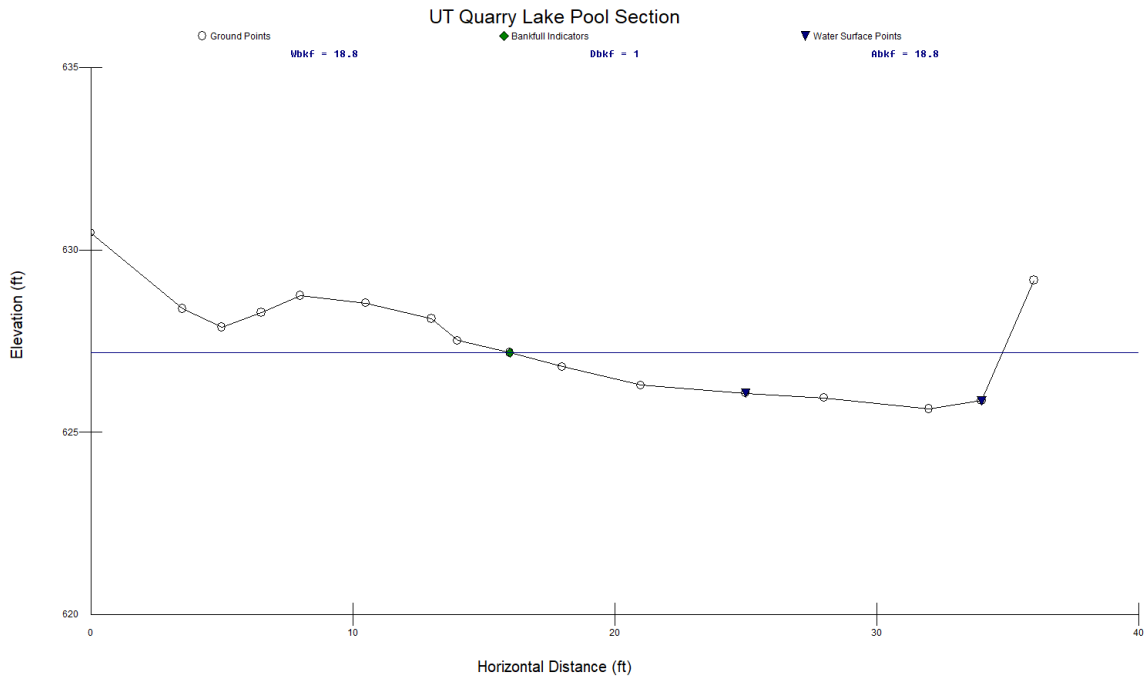
Geomorphic Data



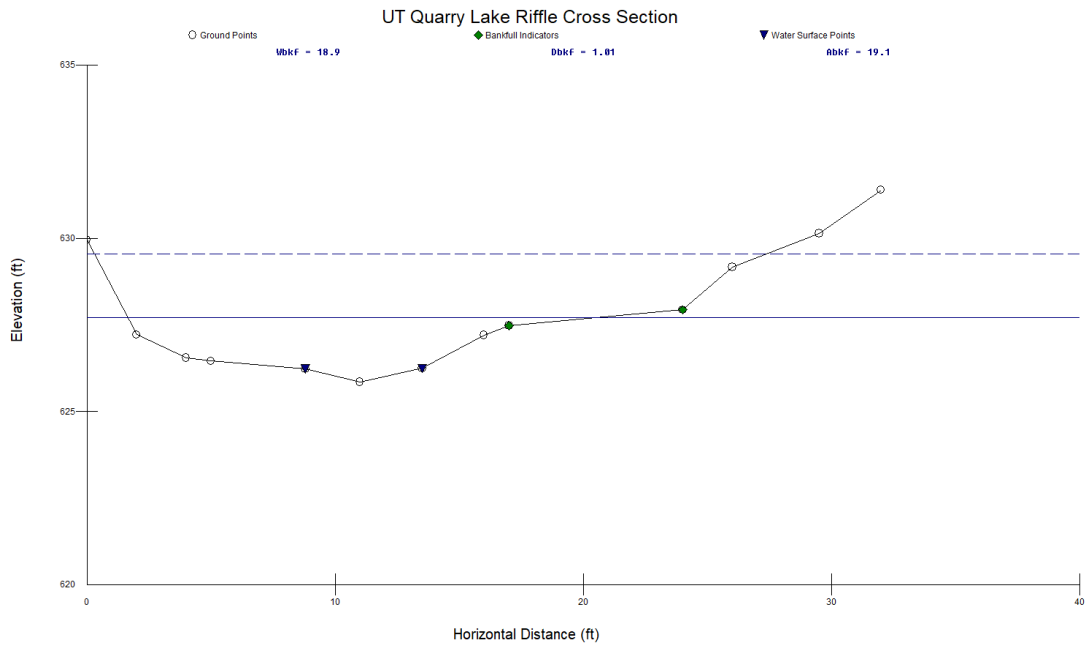
Plum Run Pool Cross Section



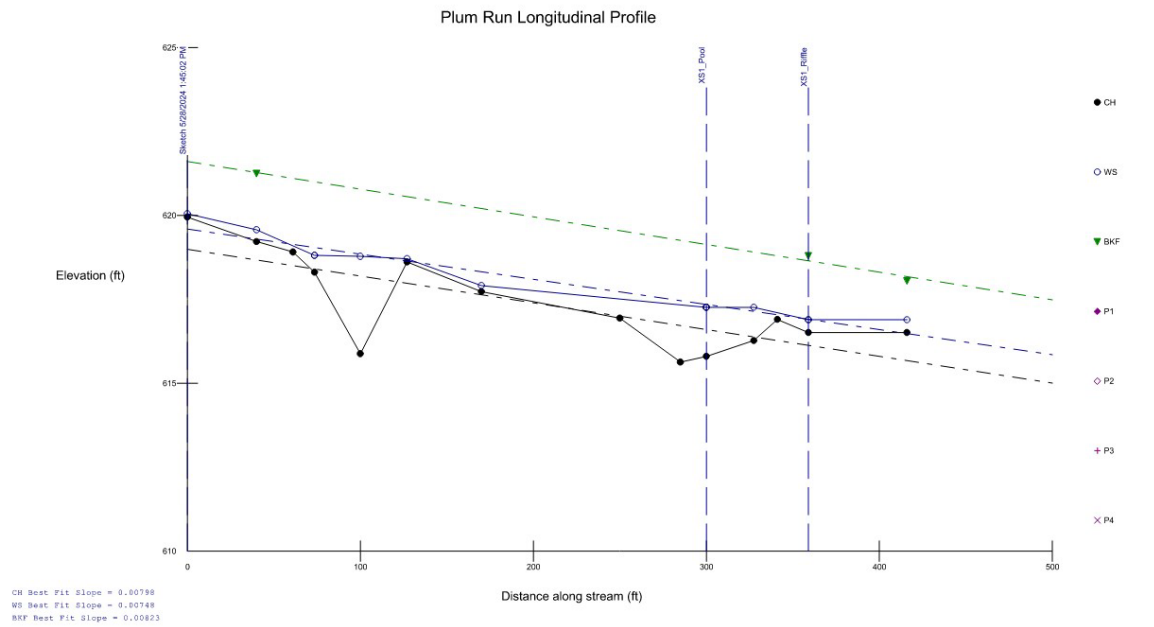
Plum Run Riffle Cross section



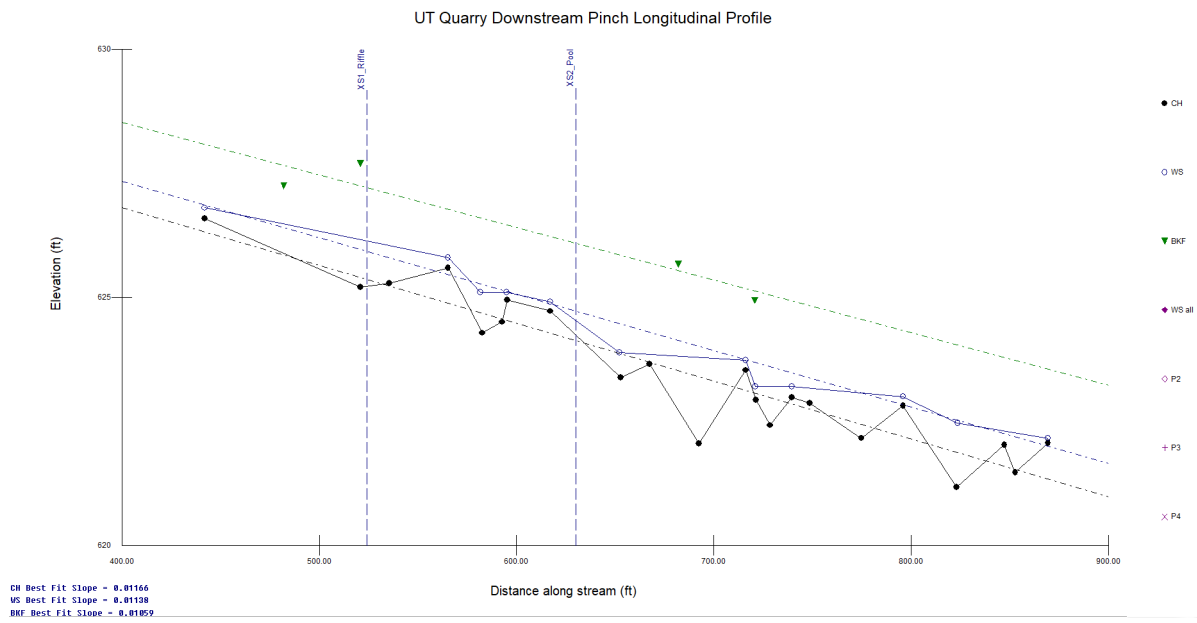
Tributary 1 Pool Cross Section



Tributary 1 Riffle Cross Section



Plum Run Longitudinal Profile



Tributary 1 Longitudinal Profile

Prevailing Wage Rate Skilled Crafts

Name of Union: Boilermaker Local 105

Type of Rate: Commercial

Change #:
LCN02-2013fb

Craft:
Boilermaker

Effective Date:
10/1/2013

Effective Date:
10/1/2013

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Boilermaker	\$35.26		\$7.07	\$13.28	\$0.89	\$0.00	\$3.00	\$0.55	\$0.00	\$0.00	\$60.05	\$77.68
Apprentice	BHR	Percent										
1st 6 months	\$24.69	\$70.03	\$7.07	\$11.30	\$0.89	\$0.00	\$2.10	\$0.55	\$0.00	\$0.00	\$46.60	\$58.95
2nd 6 months	\$26.45	\$75.02	\$7.07	\$11.30	\$0.89	\$0.00	\$2.25	\$0.55	\$0.00	\$0.00	\$48.51	\$61.74
3rd 6 months	\$28.21	\$80.00	\$7.07	\$11.30	\$0.89	\$0.00	\$2.40	\$0.55	\$0.00	\$0.00	\$50.42	\$64.52
4th 6 months	\$29.98	\$85.02	\$7.07	\$11.30	\$0.89	\$0.00	\$2.55	\$0.55	\$0.00	\$0.00	\$52.34	\$67.33
5th 6 months	\$30.86	\$87.52	\$7.07	\$13.28	\$0.89	\$0.00	\$2.63	\$0.55	\$0.00	\$0.00	\$55.28	\$70.71
6th 6 months	\$31.74	\$90.03	\$7.07	\$13.28	\$0.89	\$0.00	\$2.70	\$0.55	\$0.00	\$0.00	\$56.23	\$72.11
7th 6 months	\$32.62	\$92.50	\$7.07	\$13.28	\$0.89	\$0.00	\$2.78	\$0.55	\$0.00	\$0.00	\$57.19	\$73.49
8th 6 months	\$33.50	\$95.00	\$7.07	\$13.28	\$0.89	\$0.00	\$2.85	\$0.55	\$0.00	\$0.00	\$58.14	\$74.89

(*)Special Calculation Note :

Other is Supplemental Health and Welfare

Ratio :

5 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Adams, Athens, Brown, Butler, Champaign, Clark, Clermont, Clinton, Fairfield, Fayette, Franklin, Gallia, Greene, Guernsey, Hamilton, Highland, Hocking, Jackson, Lawrence, Licking, Madison, Meigs, Miami, Montgomery, Morgan, Muskingum, Noble, Perry, Pickaway, Pike, Preble, Ross, Scioto, Vinton, Warren

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 23 (Cincinnati)

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Bricklayer

Effective Date:
6/1/2025

Effective Date:
6/1/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer	\$36.25		\$10.44	\$6.94	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.38	\$72.51
Stone Mason	\$36.25		\$10.44	\$6.94	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.38	\$72.51
Pointer Caulker Cleaner	\$36.25		\$10.44	\$6.94	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.38	\$72.51
Refractory Workers	\$37.25		\$10.44	\$6.94	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55.38	\$74.01
Refractory Worker Hot Pay	\$39.25		\$10.44	\$6.94	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$57.38	\$77.01
Sawman	\$36.50		\$10.44	\$6.94	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.63	\$72.88
Layout Man	\$36.50		\$10.44	\$6.94	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.63	\$72.88
Free Standing Chimney	\$36.75		\$10.44	\$6.94	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.88	\$73.26
Apprentice	BHR	Percent										
1st 6 months	\$25.38	\$70.02	\$10.44	\$6.94	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.51	\$56.20
2nd 6 months	\$26.83	\$74.02	\$10.44	\$6.94	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.96	\$58.38
3rd 6 months	\$28.28	\$78.00	\$10.44	\$6.94	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.41	\$60.54
4th 6 months	\$29.73	\$82.02	\$10.44	\$6.94	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.86	\$62.73
5th 6 months	\$31.18	\$86.02	\$10.44	\$6.94	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.31	\$64.90
6th 6 months	\$32.63	\$90.00	\$10.44	\$6.94	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.76	\$67.07
7th 6 months	\$34.08	\$94.02	\$10.44	\$6.94	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.21	\$69.25
8th 6 months	\$35.53	\$98.00	\$10.44	\$6.94	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.66	\$71.42
MASON FINISHER 1-90 Days	\$16.31	\$45.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16.31	\$24.47
90-365 Days	\$16.31	\$45.00	\$10.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26.75	\$34.91
366+ Days	\$18.13	\$50.00	\$10.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.57	\$37.64

(*)Special Calculation Note :

****In order to utilize a Pre-Apprentice, you must have 1 Registered Apprentice in your employ. Mason Trainees Health and Welfare after 180 days**

Ratio :

1-2 Journeyman to 1 Apprentice 3-4 Journeyman to 2 Apprentice 5-6 Journeyman to 2 Apprentice 7-10 Journeyman to 3 Apprentice 1 Apprentice permits 1 Mason Trainee 2 Apprentice permits 1 Mason Trainee 3 Apprentice permits 2 Mason Trainees 4 Apprentice permits 2 Mason Trainees For each additional 5 Journeyman to 1 Apprentice, for every 3 additional Apprentices, 1 Mason Finisher may be added

Jurisdiction (* denotes special jurisdictional note) :

Brown, Butler, Clermont, Hamilton, Preble*, Warren

Special Jurisdictional Note :

In Preble County the following townships are included: (Dixon, Gasper, Graits, Israel, Lanier and Somers)

Details :

MASON FINISHER:duties shall be to work in all aspects of Masonry construction taking direction from the employer and the Journeyman Bricklayer & Stone Mason's working on the job. Mason Finisher's may work on job site only when a registered apprentice is on job and the ratios in table above will strictly be enforced. Refractory work is classified as working with any of the following materials: Acid brick, carbon black brick or carbon black block, firebrick grinding, plastics (with a gun) and any resinous cement. Fifty cents (\$0.50) per hour above scale shall be paid to employees working on free standing industrial or institutional chimneys which are completely detached from any building structure.

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 23 Heavy Hwy (A)

Type of Rate: Commercial

Change #:
LCN01-2024ib

Craft:
Bricklayer

Effective Date:
6/5/2024

Effective Date:
6/5/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason Bricklayer Sewer Water Works A	\$33.39		\$10.00	\$9.53	\$0.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.45	\$70.15
Apprentice	BHR	Percent										
1st year	\$23.37	\$70.00	\$10.00	\$9.53	\$0.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.43	\$55.12
2nd year	\$26.71	\$80.00	\$10.00	\$9.53	\$0.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.77	\$60.13
3rd year	\$30.05	\$90.00	\$10.00	\$9.53	\$0.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.11	\$65.14

(*)Special Calculation Note :

NOT FOR BUILDING CONSTRUCTION.

Ratio :

3 Journeymen to 1 Apprentice 6 Journeymen to 2 Apprentice 9 Journeymen to 3 Apprentice 12 Journeymen to 4 Apprentice 15 Journeymen to 5 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Adams, Allen, Ashland, Ashtabula, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Cuyahoga, Darke, Defiance, Delaware, Erie, Fairfield, Fayette, Franklin, Fulton, Gallia, Geauga, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Huron, Jackson, Jefferson, Knox, Lake, Lawrence, Licking, Logan, Lorain, Lucas, Madison, Mahoning, Marion, Medina, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Ottawa, Paulding, Perry, Pickaway, Pike, Portage, Preble, Putnam, Richland, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne

Special Jurisdictional Note :

Details :

(A) Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site Heavy Construction, Airport Construction Or Railroad Construction Work. (B) Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work ,Pollution Control,Sewer Plant, Waste Plant, & Water Treatment Facilities, Construction.

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 23 Heavy Hwy (B)

Type of Rate: Commercial

Change #:
LCN01-2024ib

Craft:
Bricklayer

Effective Date:
6/5/2024

Effective Date:
6/5/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason Bricklayer Power Plants Tunnels Amusement Parks B	\$34.39		\$10.00	\$9.52	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.45	\$71.65
Apprentice	BHR	Percent										
1st year	\$24.07	\$70.00	\$10.00	\$9.52	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.13	\$56.17
2nd year	\$27.51	\$80.00	\$10.00	\$9.52	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.57	\$61.33
3rd year	\$30.95	\$90.00	\$10.00	\$9.52	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.01	\$66.49

(*)Special Calculation Note :

NOT FOR BUILDING CONSTRUCTION.

Ratio :

3 Journeymen to 1 Apprentice 6 Journeymen to 2 Apprentice 9 Journeymen to 2 Apprentice 12 Journeymen to 4 Apprentice 15 Journeymen to 5 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Adams, Allen, Ashland, Ashtabula, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Cuyahoga, Darke, Defiance, Delaware, Erie, Fairfield, Fayette, Franklin, Fulton, Gallia, Geauga, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Huron, Jackson, Jefferson, Knox, Lake, Lawrence, Licking, Logan, Lorain, Lucas, Madison, Mahoning, Marion, Medina, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Ottawa, Paulding, Perry, Pickaway, Pike, Portage, Preble, Putnam, Richland, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne

Special Jurisdictional Note :

Details :

(A) Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site Heavy Construction, Airport Construction Or Railroad Construction Work. (B) Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work ,Pollution Control,Sewer Plant, Waste Plant, & Water Treatment Facilities, Construction.

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 23 Tile Finisher

Type of Rate: Commercial

Change #:
LCN01-2023ib

Craft:
Bricklayer

Effective Date:
9/1/2023

Effective Date:
9/1/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer Tile Marble Terrazzo Finisher	\$27.87		\$9.67	\$5.85	\$0.54	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$44.18	\$58.12
Terrazzo Base Grinder	\$28.37		\$9.67	\$5.85	\$0.54	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$44.68	\$58.87
Marble Sander Polisher	\$27.97		\$9.67	\$5.85	\$0.54	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$44.28	\$58.27
Apprentice	BHR	Percent										
1st 6 months 0-600 hrs	\$18.12	\$65.00	\$9.67	\$5.85	\$0.54	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$34.43	\$43.48
2nd 6 months 601-1200 hrs	\$19.51	\$70.00	\$9.67	\$5.85	\$0.54	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$35.82	\$45.57
3rd 6 months 1201-1800 hrs	\$20.90	\$75.00	\$9.67	\$5.85	\$0.54	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$37.21	\$47.66
4th 6 months 1801-2400 hrs	\$22.30	\$80.00	\$9.67	\$5.85	\$0.54	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$38.61	\$49.75
5th 6 months 2401-3000 hrs	\$23.69	\$85.00	\$9.67	\$5.85	\$0.54	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$40.00	\$51.84
6th 6 months 3001-3600	\$26.48	\$95.00	\$9.67	\$5.85	\$0.54	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$42.79	\$56.02
1-30 Days Prior to Entering Apprenticeship	\$16.72	\$60.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16.72	\$25.08

(*)Special Calculation Note :

Classification title contains "Bricklayer" because contract originates within the Bricklayer Local. Note that the classification description is clarified after the local union number at the top of the page.

Ratio :

1 Journeyman to 1 Apprentice 5 Journeymen to 1 Apprentice 10 Journeymen to 2 Apprentices 15 Journeymen to 3 Apprentices 20 Journeymen to 4 Apprentices 25 Journeymen to 5 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

Adams, Brown, Butler, Clermont, Gallia, Hamilton, Lawrence, Preble*, Scioto, Warren, Warren*

Special Jurisdictional Note :

Warren in the townships of Dixon, Gasper, Isrsel, Somers & Gratis in Prebble County

Details :

In order to utilize a Pre-Apprentice, you must have 1 Registered Apprentice in your employ.

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local 23 Tile Mechanic

Type of Rate: Commercial

Change #:
LCN01-2023ib

Craft:
Bricklayer

Effective Date:
9/1/2023

Effective Date:
9/1/2023

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer Tile Terrazzo Marble Mason Mechanic	\$32.41		\$9.67	\$5.85	\$0.57	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$48.75	\$64.96
Marble Layout Work	\$32.91		\$9.67	\$5.85	\$0.57	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$49.25	\$65.71
Swing Scaffold Worker	\$33.91		\$9.67	\$5.85	\$0.57	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$50.25	\$67.21
Apprentice	BHR	Percent										
5th/6 Months 0-600 hrs	\$22.69	\$70.00	\$9.67	\$5.85	\$0.57	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$39.03	\$50.37
6th/6 months 601-1200 hrs	\$25.93	\$80.00	\$9.67	\$5.85	\$0.57	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$42.27	\$55.23
7th/6 months 1201-1800 hrs.	\$27.55	\$85.00	\$9.67	\$5.85	\$0.57	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$43.89	\$57.66
8th/6 months 1801-2400 hrs.	\$29.17	\$90.00	\$9.67	\$5.85	\$0.57	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$45.51	\$60.09
.	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$

(*)Special Calculation Note :

Classification title contains "Bricklayer" because contract originates within the Bricklayer Local. Note that the classification description is clarified after the local union number at the top of the page.

Ratio :

1 Journeyman to 1 Apprentice 5 Journeymen to 1 Apprentice 10 Journeymen to 2 Apprentices 15 Journeymen to 3 Apprentices 20 Journeymen to 4 Apprentices 25 Journeymen to 5 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

Adams, Brown, Butler, Clermont, Gallia, Hamilton, Lawrence, Preble*, Scioto, Warren

Special Jurisdictional Note :

In Preble County the Townships of Dixon, Israel, Gasper, Lanier, Somers and Gratis.

Details :

****In order to utilize a Pre-Apprentice, you must have 1 Registered Apprentice in your employ.****

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter & Pile Driver SW District HevHwy

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Carpenter

Effective Date:
5/21/2025

Effective Date:
5/21/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Journeyman	\$36.09		\$9.42	\$6.95	\$0.70	\$0.00	\$5.77	\$0.16	\$0.00	\$0.00	\$59.09	\$77.14
Apprentice	BHR	Percent										
1st 6 Months	\$25.26	\$70.00	\$9.42	\$6.95	\$0.70	\$0.00	\$5.77	\$0.16	\$0.00	\$0.00	\$48.26	\$60.89
2nd 6 Months	\$25.26	\$70.00	\$9.42	\$6.95	\$0.70	\$0.00	\$5.77	\$0.16	\$0.00	\$0.00	\$48.26	\$60.89
3rd 6 Months	\$28.87	\$80.00	\$9.42	\$6.95	\$0.70	\$0.00	\$5.77	\$0.16	\$0.00	\$0.00	\$51.87	\$66.31
4th 6 Months	\$28.87	\$80.00	\$9.42	\$6.95	\$0.70	\$0.00	\$5.77	\$0.16	\$0.00	\$0.00	\$51.87	\$66.31
5th 6 Months	\$32.48	\$90.00	\$9.42	\$6.95	\$0.70	\$0.00	\$5.77	\$0.16	\$0.00	\$0.00	\$55.48	\$71.72
6th 6 Months	\$32.48	\$90.00	\$9.42	\$6.95	\$0.70	\$0.00	\$5.77	\$0.16	\$0.00	\$0.00	\$55.48	\$71.72
7th 6 Months	\$34.29	\$95.00	\$9.42	\$6.95	\$0.70	\$0.00	\$5.77	\$0.16	\$0.00	\$0.00	\$57.29	\$74.43
8th 6 Months	\$34.29	\$95.00	\$9.42	\$6.95	\$0.70	\$0.00	\$5.77	\$0.16	\$0.00	\$0.00	\$57.29	\$74.43

(*)Special Calculation Note :

Other is UBC National Fund.

Ratio :

1 Journeymen to 1 Apprentice An employer shall have the right to employ one (1) Apprentice for one (1) Journeyman Carpenter in its employment for the first Apprentice employed, and 1 (1) Apprentice for two (2) Journeyman Carpenter for additional Apprentices employed. Thereafter, every third additional carpenter hired shall be an apprentice, if available, and if practical for the type of work being performed.

Jurisdiction (* denotes special jurisdictional note) :

Brown, Butler, Champaign, Clark, Clermont, Clinton, Darke, Greene, Hamilton, Logan, Miami, Montgomery, Preble, Shelby, Warren

Special Jurisdictional Note :

Details :

Highway Construction, Airport Construction, Heavy Construction but not limited to:(tunnels,subways,drainage projects,flood control,reservoirs). Railroad Construction,Sewer Waterworks & Utility Construction but not limited to: (storm sewers, waterlines, gaslines). Industrial & Building Site, Power Plant, Amusement Park, Athletic Stadium Site, Sewer and Water Plants. When the Contractor furnishes the necessary underwater gear for the Diver, the Diver shall be paid one and one half (1&1/2) times the journeyman rate for the time spent in the water.

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter & Pile Driver SW Zone 2

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Carpenter

Effective Date:
6/11/2025

Effective Date:
6/11/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter	\$33.34		\$9.28	\$6.95	\$0.70	\$0.00	\$3.74	\$0.16	\$0.00	\$0.00	\$54.17	\$70.84
Pile Driver	\$33.34		\$9.28	\$6.95	\$0.70	\$0.00	\$3.74	\$0.16	\$0.00	\$0.00	\$54.17	\$70.84
Apprentice	BHR	Percent										
1st 6 Months	\$23.34	\$70.00	\$9.28	\$2.00	\$0.70	\$0.00	\$3.74	\$0.16	\$0.00	\$0.00	\$39.22	\$50.89
2nd 6 Months	\$23.34	\$70.00	\$9.28	\$2.00	\$0.70	\$0.00	\$3.74	\$0.16	\$0.00	\$0.00	\$39.22	\$50.89
3rd 6 Months	\$26.67	\$80.00	\$9.28	\$5.56	\$0.70	\$0.00	\$3.74	\$0.16	\$0.00	\$0.00	\$46.11	\$59.45
4th 6 Months	\$26.67	\$80.00	\$9.28	\$5.56	\$0.70	\$0.00	\$3.74	\$0.16	\$0.00	\$0.00	\$46.11	\$59.45
5th 6 Months	\$30.01	\$90.00	\$9.28	\$6.26	\$0.70	\$0.00	\$3.74	\$0.16	\$0.00	\$0.00	\$50.15	\$65.15
6th 6 Months	\$30.01	\$90.00	\$9.28	\$6.26	\$0.70	\$0.00	\$3.74	\$0.16	\$0.00	\$0.00	\$50.15	\$65.15
7th 6 Months	\$31.67	\$95.00	\$9.28	\$6.60	\$0.70	\$0.00	\$3.74	\$0.16	\$0.00	\$0.00	\$52.15	\$67.99
8th 6 Months	\$31.67	\$95.00	\$9.28	\$6.60	\$0.70	\$0.00	\$3.74	\$0.16	\$0.00	\$0.00	\$52.15	\$67.99

(*)Special Calculation Note :

Other is for UBC National Fund.

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Brown, Butler, Clermont, Clinton, Hamilton, Warren

Special Jurisdictional Note :

Details :

Carpenter duties shall include but not limited to: Pile driving, milling, fashioning, joining, assembling, erecting, fastening, or dismantling of all material of wood, plastic, metal, fiber, cork, and composition, and all other substitute materials: pile driving, cutting, fitting, and placing of lagging, and the handling, cleaning, erecting, installing, and dismantling of machinery, equipment, and erecting pre-engineered metal buildings. Pile Drivers work but not limited to: unloading, assembling, erection, repairs, operation, signaling, dismantling, and reloading all equipment that is used for pile driving including pile butts. pile butts is defined as sheeting or scrap piling. Underwater work that may be required in connection with the installation of piling. The diver and his tender work as a team and shall arrive at their own financial arrangements with the contractor. Any configuration of wood, steel, concrete, or composite that is jetted, driven, or vibrated onto the ground by conventional pile driving equipment for the purpose of supporting a future load that may be permanent or temporary. Driving bracing, plumbing, cutting off and capping of all piling whether wood, metal, pipe piling or composite. loading, unloading, erecting, framing, dismantling, moving, and handling of pile driving equipment. piling used in the construction and repair of all wharves, docks, piers, trestles, caissons, cofferdams, and the erection of all sea walls and breakwaters. All underwater and marine work on bulkheads, wharves, docks, shipyards, caissons, piers, bridges, pipeline work, viaducts, marine cable and trestles, as well as salvage and reclamation work where divers are employed. Rate shall include carpenters, acoustic, and ceiling installers, drywall installers, pile drivers, and floorlayers.

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Floorlayer SW District G

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Carpenter

Effective Date:
2/19/2025

Effective Date:
2/19/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Floorlayer	\$30.96		\$8.39	\$6.95	\$0.60	\$0.00	\$2.50	\$0.16	\$0.00	\$0.00	\$49.56	\$65.04
Apprentice	BHR	Percent										
1st 6 months	\$21.67	\$70.00	\$8.39	\$2.00	\$0.60	\$0.00	\$2.50	\$0.16	\$0.00	\$0.00	\$35.32	\$46.16
2nd 6 months	\$21.67	\$70.00	\$8.39	\$2.00	\$0.60	\$0.00	\$2.50	\$0.16	\$0.00	\$0.00	\$35.32	\$46.16
3rd 6 months	\$24.77	\$80.00	\$8.39	\$5.56	\$0.60	\$0.00	\$2.50	\$0.16	\$0.00	\$0.00	\$41.98	\$54.36
4th 6 months	\$24.77	\$80.00	\$8.39	\$5.56	\$0.60	\$0.00	\$2.50	\$0.16	\$0.00	\$0.00	\$41.98	\$54.36
5th 6 months	\$27.86	\$90.00	\$8.39	\$6.26	\$0.60	\$0.00	\$2.50	\$0.16	\$0.00	\$0.00	\$45.77	\$59.71
6th 6 months	\$27.86	\$90.00	\$8.39	\$6.26	\$0.60	\$0.00	\$2.50	\$0.16	\$0.00	\$0.00	\$45.77	\$59.71
7th 6 months	\$29.41	\$95.00	\$8.39	\$6.60	\$0.60	\$0.00	\$2.50	\$0.16	\$0.00	\$0.00	\$47.66	\$62.37
8th 6 months	\$29.41	\$95.00	\$8.39	\$6.60	\$0.60	\$0.00	\$2.50	\$0.16	\$0.00	\$0.00	\$47.66	\$62.37

(*)Special Calculation Note :

Other: UBC National Fund and Install

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Brown, Butler, Champaign, Clark, Clermont, Clinton, Darke, Greene, Hamilton, Logan, Miami, Montgomery, Preble, Shelby, Warren

Special Jurisdictional Note :

Details :

Scope of work shall include, but not be limited to: receiving,unloading,handling,distribution and installation of all carpeting materials,carpet padding or matting materials and all resilient materials whether for use on walls, floors,counter, sink,table and all preparation work necessary in connection therewith, including sanding work. the installation of nonstructural under-layment and the work of removing, cleaning waxing of any of the above. Carpeting shall include any floor covering composed of either natural or synthetic fibers that are made in breadths to be sewed, fastened or directly glued to floors or over cushioning sound-proofing materials.Resilient Floors shall consist of and include the laying of all special designs of wood,wood block, wood composition, cork, linoleum, asphalt, mastic, plastic, rubber tile,whether nailed or glued.

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Millwright Local 1090 SW Zone I

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Carpenter

Effective Date:
9/10/2025

Effective Date:
9/10/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Millwright	\$37.37		\$9.18	\$6.95	\$0.72	\$0.00	\$8.34	\$0.19	\$0.00	\$0.00	\$62.75	\$81.43
Apprentice	BHR	Percent										
1st 6 months	\$26.16	\$70.00	\$9.18	\$4.87	\$0.72	\$0.00	\$5.84	\$0.19	\$0.00	\$0.00	\$46.96	\$60.04
2nd 6 months	\$26.16	\$70.00	\$9.18	\$4.87	\$0.72	\$0.00	\$5.84	\$0.19	\$0.00	\$0.00	\$46.96	\$60.04
3rd 6 months	\$29.90	\$80.00	\$9.18	\$5.56	\$0.72	\$0.00	\$6.67	\$0.19	\$0.00	\$0.00	\$52.22	\$67.17
4th 6 months	\$29.90	\$80.00	\$9.18	\$5.56	\$0.72	\$0.00	\$6.67	\$0.19	\$0.00	\$0.00	\$52.22	\$67.17
5th 6 months	\$33.63	\$90.00	\$9.18	\$6.26	\$0.72	\$0.00	\$7.51	\$0.19	\$0.00	\$0.00	\$57.49	\$74.31
6th 6 months	\$33.63	\$90.00	\$9.18	\$6.26	\$0.72	\$0.00	\$7.51	\$0.19	\$0.00	\$0.00	\$57.49	\$74.31
7th 6 months	\$35.50	\$95.00	\$9.18	\$6.60	\$0.72	\$0.00	\$7.92	\$0.19	\$0.00	\$0.00	\$60.11	\$77.86
8th 6 months	\$35.50	\$95.00	\$9.18	\$6.60	\$0.72	\$0.00	\$7.92	\$0.19	\$0.00	\$0.00	\$60.11	\$77.86

(*)Special Calculation Note :

Other (\$0.19) \$0.14 National Fund and National Millwright Fund \$0.05

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Brown, Butler, Clermont, Clinton, Hamilton, Warren

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason Local 132 (Cincinnati)

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Cement Mason

Effective Date:
6/1/2025

Effective Date:
6/1/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	\$33.60		\$8.20	\$6.50	\$0.80	\$0.00	\$0.49	\$0.06	\$0.00	\$0.00	\$49.65	\$66.45
Apprentice	BHR	Percent										
1st Year	\$23.52	\$70.00	\$8.20	\$6.50	\$0.80	\$0.00	\$0.49	\$0.06	\$0.00	\$0.00	\$39.57	\$51.33
2nd Year	\$26.88	\$80.00	\$8.20	\$6.50	\$0.80	\$0.00	\$0.49	\$0.06	\$0.00	\$0.00	\$42.93	\$56.37
3rd Year	\$30.24	\$90.00	\$8.20	\$6.50	\$0.80	\$0.00	\$0.49	\$0.06	\$0.00	\$0.00	\$46.29	\$61.41

(*)Special Calculation Note :

Other: International Training Fund

Ratio :

1 Journeyman to 1 Apprentice 4 Journeymen to 2 Apprentices 7 Journeymen to 3 Apprentices 10 Journeymen to 4 Apprentices

Jurisdiction (* denotes special jurisdictional note) :

Brown, Butler, Clermont, Hamilton, Highland, Warren

Special Jurisdictional Note :

Details :

*Cement Masons working on silo & slip form work shall receive \$.50 per hour over Journeyman scale. *Cement Masons working on swinging scaffolds shall receive \$.50 per hour over Journeyman scale. *Cement Masons working on high lifts from 20' and above shall receive \$.50 per hour over Journeyman scale.

Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason Local 132 Hev Hwy (Cincinnati)

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Cement Mason

Effective Date:
5/1/2025

Effective Date:
5/1/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	\$37.34		\$9.00	\$7.65	\$0.80	\$0.00	\$2.30	\$0.07	\$0.00	\$0.00	\$57.16	\$75.83
Apprentice	BHR	Percent										
1st Year	\$26.14	\$70.00	\$9.00	\$7.65	\$0.80	\$0.00	\$2.30	\$0.07	\$0.00	\$0.00	\$45.96	\$59.03
2nd Year	\$29.87	\$80.00	\$9.00	\$7.65	\$0.80	\$0.00	\$2.30	\$0.07	\$0.00	\$0.00	\$49.69	\$64.63
3rd Year	\$33.61	\$90.00	\$9.00	\$7.65	\$0.80	\$0.00	\$2.30	\$0.07	\$0.00	\$0.00	\$53.43	\$70.23

(*)Special Calculation Note :

Other: International Training Fund

Ratio :

1 Journeyman to 1 Apprentice 2 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

Brown, Butler, Clermont, Hamilton, Highland, Warren

Special Jurisdictional Note :

Details :

Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site, Heavy Construction, Airport Construction Or Railroad Construction Work, Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work, Pollution Control, Sewer Plant, Waste & Water Plant, Water Treatment Facilities Construction.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 High Tension Pipe Type Cable

Type of Rate: Commercial

Change #:
LCN02-2024ib

Craft:
Electrical

Effective Date:
1/6/2025

Effective Date:
1/6/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Lineman	\$52.94		\$7.50	\$1.59	\$0.53	\$0.00	\$12.71	\$0.75	\$0.00	\$0.00	\$76.02	\$102.4
Certified Lineman Welder	\$52.94		\$7.50	\$1.59	\$0.53	\$0.00	\$12.71	\$0.75	\$0.00	\$0.00	\$76.02	\$102.49
Certified Cable Splicer	\$52.94		\$7.50	\$1.59	\$0.53	\$0.00	\$12.71	\$0.75	\$0.00	\$0.00	\$76.02	\$102.49
Operator A	\$47.43		\$7.50	\$1.42	\$0.47	\$0.00	\$11.38	\$0.75	\$0.00	\$0.00	\$68.95	\$92.67
Operator B	\$41.99		\$7.50	\$1.26	\$0.42	\$0.00	\$10.08	\$0.75	\$0.00	\$0.00	\$62.00	\$83.00
Operator C	\$33.74		\$7.50	\$1.01	\$0.34	\$0.00	\$8.10	\$0.75	\$0.00	\$0.00	\$51.44	\$68.31
Groundman 0-12 months Exp	\$26.47		\$7.50	\$0.79	\$0.26	\$0.00	\$6.35	\$0.75	\$0.00	\$0.00	\$42.12	\$55.36
Groundman 0-12 months Exp w/CDL	\$29.12		\$7.50	\$0.87	\$0.29	\$0.00	\$6.99	\$0.75	\$0.00	\$0.00	\$45.52	\$60.08
Groundman 1 yr or more	\$29.12		\$7.50	\$0.87	\$0.29	\$0.00	\$6.99	\$0.75	\$0.00	\$0.00	\$45.52	\$60.08
Groundman 1 yr or more w/CDL	\$34.41		\$7.50	\$1.03	\$0.34	\$0.00	\$8.26	\$0.75	\$0.00	\$0.00	\$52.29	\$69.50
Equipment Mechanic A	\$41.99		\$7.50	\$1.26	\$0.42	\$0.00	\$10.08	\$0.75	\$0.00	\$0.00	\$62.00	\$83.00
Equipment Mechanic B	\$37.86		\$7.50	\$1.14	\$0.38	\$0.00	\$9.09	\$0.75	\$0.00	\$0.00	\$56.72	\$75.65
Equipment Mechanic C	\$33.74		\$7.50	\$1.01	\$0.34	\$0.00	\$8.10	\$0.75	\$0.00	\$0.00	\$51.44	\$68.31
X-Ray Technician	\$52.94		\$7.50	\$1.59	\$0.53	\$0.00	\$12.71	\$0.75	\$0.00	\$0.00	\$76.02	\$102.49
Apprentice	BHR	Percent										
1st 1000 hrs	\$31.76	\$60.00	\$7.50	\$0.95	\$0.32	\$0.00	\$7.62	\$0.75	\$0.00	\$0.00	\$48.90	\$64.79
2nd 1000 hrs	\$34.41	\$65.00	\$7.50	\$1.03	\$0.34	\$0.00	\$8.26	\$0.75	\$0.00	\$0.00	\$52.29	\$69.50
3rd 1000 hrs	\$37.06	\$70.00	\$7.50	\$1.11	\$0.37	\$0.00	\$8.89	\$0.75	\$0.00	\$0.00	\$55.68	\$74.21

4th 1000 hrs	\$39.71	\$75.00	\$7.50	\$1.19	\$0.40	\$0.00	\$9.53	\$0.75	\$0.00	\$0.00	\$59.08	\$78.93
5th 1000 hrs	\$42.35	\$80.00	\$7.50	\$1.27	\$0.42	\$0.00	\$10.16	\$0.75	\$0.00	\$0.00	\$62.45	\$83.63
6th 1000 hrs	\$45.00	\$85.00	\$7.50	\$1.35	\$0.45	\$0.00	\$10.80	\$0.75	\$0.00	\$0.00	\$65.85	\$88.35
7th 1000 hrs	\$47.65	\$90.00	\$7.50	\$1.43	\$0.48	\$0.00	\$11.44	\$0.75	\$0.00	\$0.00	\$69.25	\$93.07

(*)Special Calculation Note :

Other is Health Retirement Account Operator "A" John Henry Rock Drill, D-6 (or equivalent) and above, Trackhoe Digger, (320 Track excavator), Cranes (greater then 25 tons and less than 45 tons). Operator "B" Cranes (greater than 6 tons and up to 25 tons), Backhoes, Road Tractor, Dozer up to D-5, Pressure Digger- wheeled or tracked, all Tension wire Stringing equipment. Operator "C" Trench, Backhoe, Riding type vibratory Compactor, Ground Rod Driver, Boom Truck (6 ton & below), Skid Steer Loaders, Material Handler. *All Operators of cranes 45 ton or larger shall be paid the journeyman rate of pay. \$0.30 is for Health Retirement Account.

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Adams, Ashland, Ashtabula, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Cuyahoga, Darke, Delaware, Fairfield, Fayette, Franklin, Gallia, Geauga, Greene, Guernsey, Hamilton, Harrison, Highland, Hocking, Holmes, Jackson, Jefferson, Knox, Lake, Lawrence, Licking, Logan, Lorain, Madison, Mahoning, Marion, Medina, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Pike, Portage, Preble, Richland, Ross, Scioto, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Vinton, Warren, Washington, Wayne

Special Jurisdictional Note :

Details :

Heli - Arc Welding will be paid \$.30 above Journeyman rate. Additional compensation of 10% over the Journeyman Lineman and Journeyman Technician for performing work on structures outside of buildings such as water towers, smoke stacks, radio and television towers, more than 75' above the ground.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 Outside Cincinnati

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Electrical

Effective Date:
6/4/2025

Effective Date:
6/4/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Lineman	\$46.03		\$7.50	\$1.38	\$0.46	\$0.00	\$9.20	\$0.50	\$0.00	\$0.00	\$65.07	\$88.09
Traffic Signal & Lighting Journeyman	\$44.43		\$7.50	\$1.33	\$0.44	\$0.00	\$8.89	\$0.50	\$0.00	\$0.00	\$63.09	\$85.31
Equipment Operator	\$40.44		\$7.50	\$1.21	\$0.40	\$0.00	\$8.09	\$0.50	\$0.00	\$0.00	\$58.14	\$78.36
Groundman 0-12 months (W/O CDL)	\$24.52		\$7.50	\$0.74	\$0.25	\$0.00	\$4.90	\$0.50	\$0.00	\$0.00	\$38.41	\$50.67
Groundman 0-21 Months (W/CDL)	\$26.78		\$7.50	\$0.80	\$0.27	\$0.00	\$5.36	\$0.50	\$0.00	\$0.00	\$41.21	\$54.60
Groundman 1 Year or More (W/CDL)	\$29.07		\$7.50	\$0.87	\$0.29	\$0.00	\$5.81	\$0.50	\$0.00	\$0.00	\$44.04	\$58.58
Traffic Signal Apprentices	\$		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1st 1,000 hours	\$26.66		\$7.50	\$0.80	\$0.27	\$0.00	\$5.33	\$0.50	\$0.00	\$0.00	\$41.06	\$54.39
2nd 1,000 hours	\$28.88		\$7.50	\$0.87	\$0.29	\$0.00	\$5.78	\$0.50	\$0.00	\$0.00	\$43.82	\$58.26
3rd 1,000 hours	\$31.10		\$7.50	\$0.93	\$0.31	\$0.00	\$6.22	\$0.50	\$0.00	\$0.00	\$46.56	\$62.11
4th 1,000 hours	\$33.32		\$7.50	\$1.00	\$0.33	\$0.00	\$6.66	\$0.50	\$0.00	\$0.00	\$49.31	\$65.97
5th 1,000 hours	\$35.54		\$7.50	\$1.07	\$0.36	\$0.00	\$7.11	\$0.50	\$0.00	\$0.00	\$52.08	\$69.85
6th 1,000 hours	\$39.99		\$7.50	\$1.20	\$0.40	\$0.00	\$8.00	\$0.50	\$0.00	\$0.00	\$57.59	\$77.59
Apprentice	BHR	Percent										
1st 1,000 Hours	\$27.62	\$60.00	\$7.50	\$0.83	\$0.28	\$0.00	\$5.52	\$0.50	\$0.00	\$0.00	\$42.25	\$56.06
2nd 1,000 Hours	\$29.92	\$65.00	\$7.50	\$0.90	\$0.30	\$0.00	\$5.98	\$0.50	\$0.00	\$0.00	\$45.10	\$60.06
3rd 1,000 Hours	\$32.22	\$70.00	\$7.50	\$0.97	\$0.32	\$0.00	\$6.44	\$0.50	\$0.00	\$0.00	\$47.95	\$64.06
4th 1,000 Hours	\$34.52	\$75.00	\$7.50	\$1.04	\$0.35	\$0.00	\$6.90	\$0.50	\$0.00	\$0.00	\$50.81	\$68.07

5th 1,000 Hours	\$36.82	\$80.00	\$7.50	\$1.10	\$0.37	\$0.00	\$7.36	\$0.50	\$0.00	\$0.00	\$53.65	\$72.07
6th 1,000 Hours	\$39.13	\$85.00	\$7.50	\$1.17	\$0.39	\$0.00	\$7.82	\$0.50	\$0.00	\$0.00	\$56.51	\$76.07
7th 1,000 Hours	\$41.43	\$90.00	\$7.50	\$1.24	\$0.41	\$0.00	\$8.28	\$0.50	\$0.00	\$0.00	\$59.36	\$80.07

(*)Special Calculation Note :

Other is Health Reimbursement Account

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Brown, Butler, Clermont, Hamilton, Warren

Special Jurisdictional Note :

Details :

A groundman when directed shall assist a Journeyman in the performance of his/her work on the ground, including the use of hand tools. A Groundman under no circumstances shall climb poles, towers, ladders, or work from an elevated platform or bucket truck. No more than three (3) Groundmen shall work alone. Jobs with more than three Groundmen shall be supervised by a Groundcrew Foreman, Journeyman Lineman, Journeyman Traffic Signal Technician or an Equipment Operator. Scope of Work: installation and maintenance of highway and street lighting, highway and street sign lighting, electronic message boards and traffic control systems, camera systems, traffic signal work, substation and line construction including overhead and underground projects for private and industrial work as in accordance with the IBEW Constitution. This Agreement includes the operation of all tools and equipment necessary for the installation of the above projects.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 Outside Utility Power

Type of Rate: Commercial

Change #:
LCN01-2024ib

Craft:
Electrical

Effective Date:
1/6/2025

Effective Date:
1/6/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrical Lineman	\$50.15		\$7.50	\$1.50	\$0.50	\$0.00	\$12.04	\$0.75	\$0.00	\$0.00	\$72.44	\$97.52
Substation Technician	\$50.15		\$7.50	\$1.50	\$0.50	\$0.00	\$12.04	\$0.75	\$0.00	\$0.00	\$72.44	\$97.52
Cable Splicer	\$52.52		\$7.50	\$1.58	\$0.52	\$0.00	\$12.60	\$0.75	\$0.00	\$0.00	\$75.47	\$101.7
Operator A	\$44.95		\$7.50	\$1.35	\$0.45	\$0.00	\$10.79	\$0.75	\$0.00	\$0.00	\$65.79	\$88.27
Operator B	\$39.73		\$7.50	\$1.19	\$0.40	\$0.00	\$9.53	\$0.75	\$0.00	\$0.00	\$59.10	\$78.97
Operator C	\$31.89		\$7.50	\$0.96	\$0.32	\$0.00	\$7.65	\$0.75	\$0.00	\$0.00	\$49.07	\$65.02
Groundman 0-12 months Exp	\$25.07		\$7.50	\$0.75	\$0.25	\$0.00	\$6.02	\$0.75	\$0.00	\$0.00	\$40.34	\$52.88
Groundman 0-12 months Exp w/CDL	\$27.58		\$7.50	\$0.83	\$0.28	\$0.00	\$6.62	\$0.75	\$0.00	\$0.00	\$43.56	\$57.35
Groundman 1 yr or more	\$27.58		\$7.50	\$0.83	\$0.28	\$0.00	\$6.62	\$0.75	\$0.00	\$0.00	\$43.56	\$57.35
Groundman 1 yr or more w/CDL	\$32.60		\$7.50	\$0.98	\$0.33	\$0.00	\$7.82	\$0.75	\$0.00	\$0.00	\$49.98	\$66.28
Equipment Mechanic A	\$39.73		\$7.50	\$1.19	\$0.40	\$0.00	\$9.54	\$0.75	\$0.00	\$0.00	\$59.11	\$78.98
Equipment Mechanic B	\$35.82		\$7.50	\$1.07	\$0.36	\$0.00	\$8.60	\$0.75	\$0.00	\$0.00	\$54.10	\$72.01
Equipment Mechanic C	\$31.89		\$7.50	\$0.96	\$0.32	\$0.00	\$7.65	\$0.75	\$0.00	\$0.00	\$49.07	\$65.02
Line Truck w/uuger	\$35.16		\$7.50	\$1.05	\$0.35	\$0.00	\$8.44	\$0.75	\$0.00	\$0.00	\$53.25	\$70.83
Apprentice	BHR	Percent										
1st 1000 hrs	\$30.09	\$60.00	\$7.50	\$0.90	\$0.30	\$0.00	\$7.22	\$0.75	\$0.00	\$0.00	\$46.76	\$61.81
2nd 1000 hrs	\$32.60	\$65.00	\$7.50	\$0.98	\$0.33	\$0.00	\$7.82	\$0.75	\$0.00	\$0.00	\$49.98	\$66.28
3rd 1000 hrs	\$35.11	\$70.00	\$7.50	\$1.05	\$0.35	\$0.00	\$8.43	\$0.75	\$0.00	\$0.00	\$53.19	\$70.74

4th 1000 hrs	\$37.61	\$75.00	\$7.50	\$1.13	\$0.38	\$0.00	\$9.03	\$0.75	\$0.00	\$0.00	\$56.40	\$75.21
5th 1000 hrs	\$40.12	\$80.00	\$7.50	\$1.20	\$0.40	\$0.00	\$9.63	\$0.75	\$0.00	\$0.00	\$59.60	\$79.66
6th 1000 hrs	\$42.63	\$85.00	\$7.50	\$1.28	\$0.43	\$0.00	\$10.23	\$0.75	\$0.00	\$0.00	\$62.82	\$84.13
7th 1000 hrs	\$45.14	\$90.00	\$7.50	\$1.35	\$0.45	\$0.00	\$10.83	\$0.75	\$0.00	\$0.00	\$66.02	\$88.58

(*)Special Calculation Note :

Other is Health Reimbursement Account Operator "A" John Henry Rock Drill, D-6 (or equivalent) and above, Trackhoe Digger, (320 Track excavator), Cranes (greater than 25 tons and less than 45 tons). Operator "B" Cranes (greater than 6 tons and up to 25 tons), Backhoes, Road Tractor, Dozer up to D-5, Pressure Digger- wheeled or tracked, all Tension wire Stringing equipment. Operator "C" Trench, Backhoe, Riding type vibratory Compactor, Ground Rod Driver, Boom Truck (6 ton & below), Skid Steer Loaders, Material Handler.

Ratio :

(1) Journeyman Lineman to (1) Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Adams, Ashland, Ashtabula, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Cuyahoga, Darke, Delaware, Fairfield, Fayette, Franklin, Gallia, Geauga, Greene, Guernsey, Hamilton, Harrison, Highland, Hocking, Holmes, Jackson, Jefferson, Knox, Lake, Lawrence, Licking, Logan, Lorain, Madison, Mahoning, Marion, Medina, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Pike, Portage, Preble, Richland, Ross, Scioto, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Vinton, Warren, Washington, Wayne

Special Jurisdictional Note :

Details :

Heli - Arc Welding will be paid \$.30 above Journeyman rate. Additional compensation of 10% over the Journeyman Lineman and Journeyman Technician for performing work on structures outside of buildings such as water towers, smoke stacks, radio and television towers, more than 75' above the ground.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 Underground Residential Distribution

Type of Rate: Commercial

Change #:
LCN02-2024ib

Craft:
Electrical

Effective Date:
1/6/2025

Effective Date:
1/6/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
URD Electrician	\$38.05		\$7.50	\$1.14	\$0.38	\$0.00	\$9.13	\$0.75	\$0.00	\$0.00	\$56.95	\$75.98
Equipment Operator A	\$34.04		\$7.50	\$1.02	\$0.34	\$0.00	\$8.17	\$0.75	\$0.00	\$0.00	\$51.82	\$68.84
Equipment Operator B	\$31.26		\$7.50	\$0.94	\$0.31	\$0.00	\$7.50	\$0.75	\$0.00	\$0.00	\$48.26	\$63.89
Directional Drill Locator	\$34.04		\$7.50	\$1.02	\$0.34	\$0.00	\$8.17	\$0.75	\$0.00	\$0.00	\$51.82	\$68.84
Directional Drill Operator	\$31.26		\$7.50	\$0.94	\$0.31	\$0.00	\$7.50	\$0.75	\$0.00	\$0.00	\$48.26	\$63.89
Groundman 0-12 months Exp	\$24.70		\$7.50	\$0.74	\$0.25	\$0.00	\$5.93	\$0.75	\$0.00	\$0.00	\$39.87	\$52.22
Groundman 0-12 months Exp w/CDL	\$27.24		\$7.50	\$0.82	\$0.27	\$0.00	\$6.54	\$0.75	\$0.00	\$0.00	\$43.12	\$56.74
Groundman 1 yr or more	\$27.24		\$7.50	\$0.82	\$0.27	\$0.00	\$6.54	\$0.75	\$0.00	\$0.00	\$43.12	\$56.74
Groundman 1 yr or more w/CDL	\$32.26		\$7.50	\$0.97	\$0.32	\$0.00	\$7.74	\$0.75	\$0.00	\$0.00	\$49.54	\$65.67
Apprentice	BHR	Percent										
1st 1000 hrs	\$30.44	\$80.00	\$7.50	\$0.91	\$0.30	\$0.00	\$7.31	\$0.75	\$0.00	\$0.00	\$47.21	\$62.43
2nd 1000 hrs	\$32.34	\$85.00	\$7.50	\$0.97	\$0.32	\$0.00	\$7.76	\$0.75	\$0.00	\$0.00	\$49.64	\$65.81
3rd 1000 hrs	\$34.25	\$90.00	\$7.50	\$1.03	\$0.34	\$0.00	\$8.22	\$0.75	\$0.00	\$0.00	\$52.09	\$69.21
4th 1000 hrs	\$36.15	\$95.00	\$7.50	\$1.08	\$0.36	\$0.00	\$8.68	\$0.75	\$0.00	\$0.00	\$54.52	\$72.59

(*)Special Calculation Note :

Other: Health Reimbursement Account

Ratio :

(1) Journeyman Lineman to (1) Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Adams, Ashland, Ashtabula, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Cuyahoga, Darke, Delaware, Fairfield, Fayette, Franklin, Gallia, Geauga, Greene, Guernsey, Hamilton, Harrison, Highland, Hocking, Holmes, Jackson, Jefferson, Knox, Lake, Lawrence, Licking, Logan, Lorain, Madison, Mahoning, Marion, Medina, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Pike, Portage, Preble, Richland, Ross, Scioto, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Vinton, Warren, Washington, Wayne

Special Jurisdictional Note :

Details :

This work applies to projects designated for any outside Underground Residential Distribution construction work for electrical utilities, municipalities and rural electrification projects.

Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 71 Voice Data Video Outside

Type of Rate: Commercial

Change #:
LCN02-2024ib

Craft:
Electrical

Effective Date:
3/6/2024

Effective Date:
3/6/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrical Installer Technician I	\$35.39		\$7.25	\$1.06	\$0.00	\$0.00	\$1.77	\$0.00	\$0.00	\$0.00	\$45.47	\$63.17
Installer Technician II	\$33.37		\$7.25	\$1.00	\$0.00	\$0.00	\$1.67	\$0.00	\$0.00	\$0.00	\$43.29	\$59.98
Installer Repairman	\$33.37		\$7.25	\$1.00	\$0.00	\$0.00	\$1.67	\$0.00	\$0.00	\$0.00	\$43.29	\$59.98
Equipment Operator II	\$24.98		\$7.25	\$0.75	\$0.00	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$34.23	\$46.72
Cable Splicer	\$35.39		\$7.25	\$1.06	\$0.00	\$0.00	\$1.77	\$0.00	\$0.00	\$0.00	\$45.47	\$63.17
Ground Driver W/CDL	\$16.69		\$7.25	\$0.50	\$0.00	\$0.00	\$0.83	\$0.00	\$0.00	\$0.00	\$25.27	\$33.62
Groundman	\$14.57		\$7.25	\$0.44	\$0.00	\$0.00	\$0.73	\$0.00	\$0.00	\$0.00	\$22.99	\$30.28
Apprentice	BHR	Percent										
Trainee F	\$17.70	\$50.01	\$7.25	\$0.53	\$0.00	\$0.89	\$0.00	\$0.00	\$0.00	\$0.00	\$26.37	\$35.22
Trainee E	\$20.53	\$58.00	\$7.25	\$0.62	\$0.00	\$1.03	\$0.00	\$0.00	\$0.00	\$0.00	\$29.43	\$39.69
Trainee D	\$23.36	\$66.00	\$7.25	\$0.70	\$0.00	\$1.17	\$0.00	\$0.00	\$0.00	\$0.00	\$32.48	\$44.16
Trainee C	\$26.19	\$74.00	\$7.25	\$0.79	\$0.00	\$1.31	\$0.00	\$0.00	\$0.00	\$0.00	\$35.54	\$48.63
Trainee B	\$29.02	\$82.00	\$7.25	\$0.87	\$0.00	\$1.45	\$0.00	\$0.00	\$0.00	\$0.00	\$38.59	\$53.10
Trainee A	\$31.85	\$90.00	\$7.25	\$0.96	\$0.00	\$1.59	\$0.00	\$0.00	\$0.00	\$0.00	\$41.65	\$57.58

(*)Special Calculation Note :

Ratio :

1Trainee to 1 Journeyman

Jurisdiction (* denotes special jurisdictional note) :

Adams, Ashland, Ashtabula, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Cuyahoga, Darke, Delaware, Fairfield, Fayette, Franklin, Gallia, Geauga, Greene, Guernsey, Hamilton, Harrison, Highland, Hocking, Holmes, Jackson, Jefferson, Knox, Lake, Lawrence, Licking, Logan, Lorain, Madison, Mahoning, Marion, Medina, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Pike, Portage, Preble, Richland, Ross, Scioto, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Vinton, Warren, Washington, Wayne

Special Jurisdictional Note :

Details :

Cable Splicer: Inspect and test lines or cables, analyze results, and evaluate transmission characteristics. Cover conductors with insulation or seal splices with moisture-proof covering. Install, splice, test, and repair cables using tools or mechanical equipment. This will include the splicing of fiber. Installer Technician I: Must know all aspects of telephone and cable work. This is to include aerial, underground, and manhole work. Must know how to climb and run bucket. Must have all the tools required to perform these tasks. Must be able to be responsible for the safety of the crew at all times. Must also have CDL license and have at least 5 years experience. Installer Repairman: Perform tasks of repairing, installing, and testing phone and CATV services. Installer Technician II: Have at least three years of telephone and CATV experience. Must have the knowledge of underground, aerial, and manhole work. Must be able to climb and operate bucket. Must have CDL. Must have all tools needed to perform these tasks. Equipment Operator II: Able to operate a digger derrick or bucket truck. Have at least 3 years of experience and must have a valid CDL license. Groundman W/CDL: Must have a valid CDL license and be able to perform tasks such as: climbing poles, pulling down guys, making up material, and getting appropriate tools for the job. Must have at least 5 year's experience. Groundman: Perform tasks such as: climbing poles, pulling down guys, making up material, and getting appropriate tools for the job. Experience 0-5 years.

Prevailing Wage Rate Skilled Crafts

Name of Union: Elevator Local 11

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Elevator

Effective Date:
1/29/2025

Effective Date:
1/29/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Elevator Mechanic	\$57.41		\$16.27	\$10.96	\$0.80	\$4.59	\$10.40	\$2.16	\$0.00	\$0.00	\$102.59	\$131.3
Apprentice	BHR	Percent										
Probationary Apprentice	\$28.71	\$50.01	\$0.00	\$0.00	\$0.00	\$1.72	\$0.00	\$0.00	\$0.00	\$0.00	\$30.43	\$44.79
1st year	\$31.58	\$55.00	\$16.27	\$10.96	\$0.80	\$1.89	\$10.40	\$1.32	\$0.00	\$0.00	\$73.22	\$89.00
2nd year	\$37.32	\$65.00	\$16.27	\$10.96	\$0.80	\$2.24	\$10.40	\$1.56	\$0.00	\$0.00	\$79.55	\$98.20
3rd year	\$40.19	\$70.00	\$16.27	\$10.96	\$0.80	\$2.41	\$10.40	\$1.68	\$0.00	\$0.00	\$82.71	\$102.8
4th year	\$45.93	\$80.00	\$16.27	\$10.96	\$0.80	\$2.76	\$10.40	\$1.92	\$0.00	\$0.00	\$89.04	\$112.0
Helper	\$40.19	\$70.00	\$16.27	\$10.96	\$0.80	\$3.22	\$10.40	\$1.68	\$0.00	\$0.00	\$83.52	\$103.6
Assistant Mechanic	\$45.93	\$80.00	\$16.27	\$10.96	\$0.80	\$3.67	\$10.40	\$1.92	\$0.00	\$0.00	\$89.95	\$112.9

(*)Special Calculation Note :

Other: Holiday Pay

Ratio :

1 Journeyman to 1 Apprentice 1 Journeyman to 1 Helper 1 Journeyman to 1 Assistant Mechanic

Jurisdiction (* denotes special jurisdictional note) :

Adams, Brown, Butler, Clermont, Clinton, Darke, Greene, Hamilton, Highland, Miami, Montgomery, Preble, Scioto, Shelby, Warren

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Glazier Local 387

Type of Rate: Commercial

Change #:
LCN01-2024ib

Craft:
Glazier

Effective Date:
11/1/2024

Effective Date:
11/1/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Glazier	\$33.85		\$6.50	\$11.60	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.40	\$69.33
Apprentice	BHR	Percent										
1st Year	\$22.00	\$65.00	\$6.50	\$8.15	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.10	\$48.10
2nd Year	\$25.39	\$75.00	\$6.50	\$9.14	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.48	\$54.17
3rd Year	\$28.77	\$85.00	\$6.50	\$10.12	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.84	\$60.23
4th Year	\$32.16	\$95.00	\$6.50	\$11.11	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.22	\$66.30

(*)Special Calculation Note :

No special calculations for this skilled craft wage rate are required at this time.

Ratio :

Each employer may employ and train Apprentices in the following ratio to journeymen workers employed. 1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Adams, Brown, Butler, Champaign, Clark, Clermont, Clinton, Darke, Fayette*, Greene, Hamilton, Highland, Miami, Montgomery, Preble, Warren

Special Jurisdictional Note :

Fayette County: Eastern portion of route #41 being the dividing line between locals 372 and 387. Local 387 has jurisdiction of projects built on property which borders route #41 East.

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Labor HevHwy 3

Type of Rate: Commercial

Change #:
LCN02-2025ib

Craft:
Laborer

Effective Date:
6/11/2025

Effective Date:
6/11/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	\$37.27		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$53.37	\$72.01
Group 2	\$37.44		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$53.54	\$72.26
Group 3	\$37.77		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$53.87	\$72.76
Group 4	\$38.22		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$54.32	\$73.43
Watch Person	\$32.00		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$48.10	\$64.10
Apprentice	BHR	Percent										
0-1000 hrs	\$29.82	\$80.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$45.92	\$60.82
1001-2000 hrs	\$31.68	\$85.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$47.78	\$63.62
2001-3000 hrs	\$33.54	\$90.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$49.64	\$66.41
3001-4000 hrs	\$35.41	\$95.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$51.51	\$69.21
More than 4000 hrs	\$37.27	\$100.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$53.37	\$72.01

(*)Special Calculation Note :

Watchmen have no Apprentices. Tunnel Laborer rate with air-pressurized add \$1.00 to the above wage rate. Commercial Driver's License – Any Laborer required to utilize a valid Commercial Driver's License (CDL), are in compliance with necessary FMCSA regulations and approved by the Contractor to operate a Commercial Motor Vehicle (CMV), shall be paid one dollar (\$1.00) per hour above the base rate for the entirety of their working shift.

Ratio :

1 Journeymen to 1 Apprentice 3 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :

Adams, Allen, Ashland, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Darke, Defiance, Delaware, Fairfield, Fayette, Franklin, Fulton, Gallia, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Jackson, Jefferson, Knox, Lawrence, Licking, Logan, Madison, Marion, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Paulding, Perry, Pickaway, Pike, Preble, Putnam, Richland, Ross, Scioto, Seneca, Shelby, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne, Williams, Wyandot

Special Jurisdictional Note :

Hod Carriers and Common Laborers - Heavy, Highway, Sewer, Waterworks, Utility, Airport, Railroad, Industrial and Building Site, Sewer Plant, Waste Water Treatment Facilities Construction

Details :

Group 1 Laborer (Construction); Plant Laborer or Yardman, Right-of-way Laborer, Landscape Laborer, Highway Lighting Worker, Signalization Worker, (Swimming) Pool Construction Laborer, Utility Man, *Bridge Man, Handyman, Joint Setter, Flagperson, Carpenter Helper, Waterproofing Laborer, Slurry Seal, Seal Coating, Surface Treatment or Road Mix Laborer, Riprap Laborer & Grouter, Asphalt Laborer, Dump Man (batch trucks), Guardrail & Fence Installer, Mesh Handler & Placer, Concrete Curing Applicator, Scaffold Erector, Sign Installer, Hazardous Waste (level D), Diver Helper, Zone Person and Traffic Control. *Bridge Man will perform work as per the October 31, 1949, memorandum on concrete forms, by and between the United Brotherhood of Carpenters and Joiners of America and the Laborers' International Union of North America, which states in; "the moving, cleaning, oiling and carrying to the next point of erection, and the stripping of forms which are not to be re-used, and forms on all flat arch work shall be done by members of the Laborers' International Union of North America." Group 2 Asphalt Raker, Screwman or Paver, Concrete Puddler, Kettle Man (pipeline), All Machine-Driven Tools (Gas, Electric, Air), Mason Tender, Brick Paver, Mortar Mixer, Skid Steer, Sheeting & Shoring Person, Surface Grinder Person, Screedperson, Water Blast, Hand Held Wand, Power Buggy or Power Wheelbarrow, Paint Striper, Plastic fusing Machine Operator, Rodding Machine Operator, Pug Mill Operator, Operator of All Vacuum Devices Wet or Dry, Handling of all Pumps 4 inches and under (gas, air or electric), Diver, Form Setter, Bottom Person, Welder Helper (pipeline), Concrete Saw Person, Cutting with Burning Torch, Pipe Layer, Hand Spiker (railroad), Underground Person (working in sewer and waterline, cleaning, repairing and reconditioning). Tunnel Laborer (without air), Caisson, Cofferdam (below 25 feet deep), Air Track and Wagon Drill, Sandblaster Nozzle Person, Hazardous Waste (level B), ***Lead Abatement, Hazardous Waste (level C) ***Includes the erecting of structures for the removal, including the encapsulation and containment of Lead abatement process. Group 3 Blast and Powder Person, Muckers will be defined as shovel men working directly with the miners, Wrencher (mechanical joints & utility pipeline), Yarnier, Top Lander, Hazardous Waste (level A), Concrete Specialist, Curb Setter and Cutter, Grade Checker, Concrete Crew in Tunnels. Utility pipeline Tappers, Waterline, Caulker, Signal Person will receive the rate equal to the rate paid the Laborer classification for which the Laborer is signaling. Group 4 Miner, Welder, Guniting Nozzle Person A.) The Watchperson shall be responsible to patrol and maintain a safe traffic zone including but not limited to barrels, cones, signs, arrow boards, message boards etc. The responsibility of a watchperson is to see that the equipment, job and office trailer etc. are secure.

Prevailing Wage Rate Skilled Crafts

Name of Union: Labor Local 534 Building

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Laborer

Effective Date:
6/1/2025

Effective Date:
6/1/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	\$32.99		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$49.09	\$65.59
Laborer Group 2	\$33.09		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$49.19	\$65.74
Laborer Group 3	\$33.19		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$49.29	\$65.89
Laborer Group 4	\$33.32		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$49.42	\$66.08
Laborer Group 5	\$33.57		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$49.67	\$66.46
Laborer Group 6	\$33.34		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$49.44	\$66.11
Laborer Group 7	\$32.54		\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.00	\$0.00	\$48.64	\$64.91
Apprentice	BHR	Percent										
0-1000 hrs	\$26.39	\$80.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$42.49	\$55.69
1001-2000 hrs	\$28.04	\$85.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$44.14	\$58.16
2001-3000 hrs	\$29.69	\$90.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$45.79	\$60.64
3001-4000	\$31.34	\$95.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$47.44	\$63.11
4001+	\$32.99	\$100.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$49.09	\$65.59

(*)Special Calculation Note :

No special calculations for this skilled craft wage rate are required at this time.

Ratio :

1 Journeyman to 1 Apprentice 3 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Butler, Warren

Special Jurisdictional Note :

Details :

Note: Group 1: Building & Common Laborer; All general laborers work including all forms of landscaping, Rough Rider - all pump's 4 inch or smaller, Small Pump Portable Generators-Bobcat to Cleanup, Firewatch and Monitor, (Safety Person) Group 2: Asphalt Raker, Tamper, Smoother, Hand Air Pump, Hand air Tamper, Chisel, Power Tamper, Operator, Switch, Assemblies, Handling & Laying Precast Concrete Floors & Deck Tool Repairman. Group 3: Concrete Specialist; Skid Steers (with attachments to perform Laborer's duties) Jack Hammer * Concrete Busterman, Barco Tamper Man, Power Georgia Buggy Man, Power Sweeper Man, Vibrator, Concrete Saw Man, Rail Spikers, Acetylene Burner, Pipelayers, Bos'n Cradleman, Bottom Man, Chipping Hammer Grade Checker, Radio Operator, Form Cleanout & blowout Man, Red Concrete Coloring Man (Electrical Safety) Group 4: Mason Tender, Mortar Mixers & Scaffold Builders Group 5: Fork Lift for Mason, all work involving Refractory Materials Including Demolition of Refractory Materials. Asbestos Removal and Hazardous Waste Removal (handling, control, removal abatement, encapsulation or disposal of asbestos & hazardous waste), Group 6: Gunnite Man, Sand Blaster, Concrete & Grout Pump & Hose Man, Blast Trac, Miners & Muckers, Free Air, Powderman or Blaster, Mortar or Gypsum Machineman, Welder, Scuba Diver. Group 7: Watchman & Tool Checker/Toolroom Man

Prevailing Wage Rate Skilled Crafts

Name of Union: Operating Engineers - Building Local 18 - Zone III

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Operating Engineer

Effective Date:
5/1/2025

Effective Date:
5/1/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Operator Group A	\$45.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$62.74	\$85.66
Operator Group B	\$45.72		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$62.62	\$85.48
Operator Group C	\$44.68		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.58	\$83.92
Operator Group D	\$43.50		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$60.40	\$82.15
Operator Group E	\$38.04		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$54.94	\$73.96
Master Mechanic	\$46.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Lift Director	\$46.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Cranes & Mobile Concrete Pumps 150'-180'	\$46.34		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.24	\$86.41
Cranes & Mobile Concrete Pumps 180'-249'	\$46.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Cranes & Mobile Concrete Pumps 249' and over	\$47.09		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.99	\$87.54
Apprentice	BHR	Percent										
1st Year	\$22.92	\$50.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$39.82	\$51.28
2nd Year	\$27.50	\$60.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$44.40	\$58.16
3rd Year	\$32.09	\$70.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$48.99	\$65.03
4th Year	\$36.67	\$80.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$53.57	\$71.91
Field Mechanic Trainee	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1st Year	\$27.50	\$60.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$44.40	\$58.16
2nd Year	\$32.09	\$70.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$48.99	\$65.03
3rd Year	\$36.67	\$80.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$53.57	\$71.91
4th Year	\$41.26	\$90.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$58.16	\$78.78

(*)Special Calculation Note :

Other: Education & Safety Misc: National Training

Ratio :

For every (3) Operating Engineer Journeymen employed by the company there may be employed (1) Registered Apprentice or trainee Engineer through the referral when they are available. An apprentice, while employed as part of a crew per Article VIII, paragraph 77, will not be subject to the apprenticeship ratios in this collective bargaining agreement

Jurisdiction (* denotes special jurisdictional note) :

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, Jackson, Jefferson, Knox, Lawrence, Licking, Logan, 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, Wyandot

Special Jurisdictional Note :

Details :

Note: There will be a 10% increase for the apprentices on top of the percentages listed above provided they are operating mobile equipment. Group A- Barrier Moving Machines; Boiler Operators or Compressor Operators, when compressor or boiler is mounted on crane (Piggyback Operation); Boom Trucks (all types); Cableways Cherry Pickers; Combination - Concrete Mixers & Towers; All Concrete Pumps with Booms; Cranes (all types); Compact Cranes, track or rubber over 4,000 pounds capacity; Cranes self-erecting, stationary, track or truck (all configurations); Derricks (all types); Draglines; Dredges (dipper, clam or suction) 3-man crew; Elevating Graders or Euclid Loaders; Floating Equipment; Forklift (rough terrain with winch/hoist); Gradalls; Helicopter Operators, hoisting building materials; Helicopter Winch Operators, Hoisting building materials; Hoes (All types); Hoists (with two or more drums in use); Horizontal Directional Drill; Hydraulic Gantry (lift system); Laser Finishing Machines; Laser Screed and like equipment; Lift Slab or Panel Jack Operators; Locomotives (all types); Maintenance Operator/Technician(Mechanic Operator/Technician and/or Welder); Mixers, paving (multiple drum); Mobile Concrete Pumps, with booms; Panelboards, (all types on site); Pile Drivers; Power Shovels; Prentice Loader; Rail Tamper (with automatic lifting and aligning device); Rotary Drills (all), used on caissons for foundations and sub-structure; Side Booms; Slip Form Pavers; Straddle Carriers (Building Construction on site); Trench Machines (over 24" wide); Tug Boats. Group B - Articulating/end dumps (minus \$4.00/hour from Group B rate); Asphalt Pavers; Bobcat-type and/or skid steer loader with hoe attachment greater than 7000 lbs.; Bulldozers; CMI type Equipment; Concrete Saw, Vermeer-type; Endloaders; Hydro Milling Machine; Kolman-type Loaders (Dirt Loading); Lead Greasemen; Mucking Machines; Pettibone-Rail Equipment; Power Graders; Power Scoops; Power Scrapers; Push Cats; Rotomills (all), grinders and planers of all types. Group C - A-Frames; Air Compressors, Pressurizing Shafts or Tunnels; All Asphalt Rollers; Bobcat-type and/or Skid Steer Loader with or without attachments; Boilers (15 lbs. pressure and over); All Concrete Pumps (without booms with 5 inch system); Fork Lifts (except masonry); Highway Drills - all types (with integral power); Hoists (with one drum); House Elevators (except those automatic call button controlled), Buck Hoists, Transport Platforms, Construction Elevators; Hydro Vac/Excavator (when a second person is needed, the rate of pay will be "Class E"); Man Lifts; Material hoist/elevators; Mud Jacks; Pressure Grouting; Pump Operators (installing or operating Well Points or other types of Dewatering Systems); Pumps (4 inches and over discharge); Railroad Tie (Insert/Remover); Rotovator (Lime-Soil Stabilizer); Submersible Pumps (4" and over discharge); Switch & Tie Tamper (without lifting and aligning device); Trench Machines (24" and under); Utility Operators. Group D - Backfillers and Tampers; Ballast Re-locator; Batch Plant Operators; Bar and Joint Installing Machines; Bull Floats; Burlap and Curing Machines; Clefplanes; Compressors, on building construction; Concrete Mixers, more than one bag capacity; Concrete Mixers, one bag capacity (side loaders); All Concrete Pumps (without boom with 4" or smaller system); Concrete Spreader; Conveyors, used for handling building materials; Crushers; Deckhands; Drum Fireman (in asphalt plants); Farm type tractors pulling attachments; Finishing Machines; Form Trenchers; Generators; Gunite Machines; Hydro-seeders; Pavement Breakers (hydraulic or cable); Post Drivers; Post Hole Diggers; Pressure Pumps (over 1/2" discharge); Road Widening Trenchers; Rollers (except asphalt); Self-propelled sub-graders; Shotcrete Machines; Tire Repairmen; Tractors, pulling sheepsfoot post roller or grader; VAC/ALLS; Vibratory Compactors, with integral power; Welders. Group E - Allen Screed Paver (concrete); Boilers (less than 15 lbs. pressure); Cranes-Compact, track or rubber (under 4,000 pounds capacity); Directional Drill "Locator"; Fueling and greasing +\$3.00; Inboard/outboard Motor Boat Launches; Light Plant Operators; Masonry Fork Lifts; Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalperson, Submersible Pumps (under 4" discharge). Master Mechanics - Master Mechanic Cranes 150' - 180' - Boom & Jib 150 - 180 feet Cranes 180' - 249' - Boom & Jib 180 - 249 feet Cranes 250' and over - Boom & Jib 250 feet or over

Prevailing Wage Rate Skilled Crafts

Name of Union: Operating Engineers - HevHwy Zone II

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Operating Engineer

Effective Date:
5/1/2025

Effective Date:
5/1/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Operator Class A	\$45.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$62.74	\$85.66
Operator Class B	\$45.72		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$62.62	\$85.48
Operator Class C	\$44.68		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.58	\$83.92
Operator Class D	\$43.50		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$60.40	\$82.15
Operator Class E	\$38.04		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$54.94	\$73.96
Master Mechanic	\$46.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Lift Director	\$46.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Crane and Mobile Concrete Pump 150' - 179'	\$46.34		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.24	\$86.41
Crane and Mobile Concrete Pump 180' - 249'	\$46.84		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.74	\$87.16
Crane and Mobile Concrete Pump 250' and Ove	\$47.09		\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.99	\$87.54
Apprentice	BHR	Percent										
1st Year	\$22.92	\$50.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$39.82	\$51.28
2nd Year	\$27.50	\$60.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$44.40	\$58.16
3rd Year	\$32.09	\$70.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$48.99	\$65.03
4th Year	\$36.67	\$80.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$53.57	\$71.91
Field Mech Trainee	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1st year	\$27.50	\$60.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$44.40	\$58.16
2nd year	\$32.09	\$70.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$48.99	\$65.03
3rd year	\$36.67	\$80.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$53.57	\$71.91
4th year	\$41.26	\$90.00	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$58.16	\$78.78

(*)Special Calculation Note :

Other: Education & Safety Fund Misc: National Training

Ratio :

For every (3) Operating Engineer Journeymen employed by the company, there may be employed (1) Registered Apprentice or Trainee Engineer through the referral when they are available. An Apprentice, while employed as part of a crew per Article VIII, paragraph 68 will not be subject to the apprenticeship ratios in this collective bargaining agreement

Jurisdiction (* denotes special jurisdictional note) :

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, Wyandot

Special Jurisdictional Note :

Details :

**Apprentices will receive a 10% increase on top of the percentages listed above provided they are operating mobile equipment. Class A - Air Compressors on Steel Erection; Asphalt Plant Engineers (Cleveland District Only); Barrier Moving Machine; Boiler Operators, Compressor Operators, or Generators, when mounted on a rig; Boom Trucks (all types); Cableways; Cherry Pickers; Combination- Concrete Mixers & Towers; Concrete Plants (over 4 yd capacity); Concrete Pumps; Cranes (all types); Compact Cranes track or rubber over 4,000 pounds capacity; Cranes self-erecting stationary, track or truck; Derricks (all types); Draglines; Dredges dipper, clam or suction; Elevating Graders or Euclid Loaders; Floating Equipment (all types); Gradalls; Helicopter Crew (Operator- hoist or winch); Hoes (all types); Hoisting Engines; Hoisting Engines, on shaft or tunnel work; Hydraulic Gantry (lifting system); Industrial-type Tractors; Jet Engine Dryer (D8 or D9) diesel Tractors; Locomotives (standard gauge); Maintenance Operators/Technicians (class A); Mixers, paving (single or double drum); Mucking Machines; Multiple Scrapers; Piledriving Machines (all types); Power Shovels, Prentice Loader; Quad 9 (double pusher); Rail Tamper (with automatic lifting and aligning device); Refrigerating Machines (freezer operation); Rotary Drills, on caisson work; Rough Terrain Fork Lift with winch/hoist; Side Booms; Slip Form Pavers; Survey Crew Party Chiefs; Tower Derricks; Tree Shredders; Trench Machines (over 24" wide); Truck Mounted Concrete Pumps; Tug Boats; Tunnel Machines and /or Mining Machines; Wheel Excavators. Class B - Asphalt Pavers; Automatic Subgrade Machines, self-propelled (CMI-type); Bobcat-type and /or Skid Steer Loader with hoe attachment greater than 7000 lbs.; Boring Machine Operators (more than 48 inches); Bulldozers; Concrete Saws, Vermeer type; Endloaders; Horizontal Directional Drill (50,000 ft. lbs. thrust and over); Hydro Milling Machine; Kolman-type Loaders (production type-dirt); Lead Greasemen; Lighting and Traffic Signal Installation Equipment includes all groups or classifications; Maintenance Operators/Technicians, Class B; Material Transfer Equipment (shuttle buggy) Asphalt; Pettibone-Rail Equipment; Power Graders; Power Scrapers; Push Cats; Rotomills (all), Grinders and Planners of all types, Groovers (excluding walk-behinds); Trench Machines (24 inch wide and under). Class C - A-Frames; Air Compressors, on tunnel work (low Pressure); Articulating/straight bed end dumps if assigned (minus \$4.00 per hour); Asphalt Plant Engineers (Portage and Summit Counties only); Bobcat-type and/or skid steer loader with or without attachments; Drones; Highway Drills (all types); HydroVac/Excavator (when a second person is needed, the rate of pay will be "Class E"); Locomotives (narrow gauge); Material Hoist/Elevators; Mixers, concrete (more than one bag capacity); Mixers, one bag capacity (side loader); Power Boilers (over 15 lbs. pressure); Pump Operators (installing or operating well Points); Pumps (4 inch and over discharge); Railroad Tie Insertor/Remover; Rollers, Asphalt; Rotovator (lime-soil Stabilizer); Switch & Tie Tampers (without lifting and aligning device); Utilities Operators, (small equipment); Welding Machines and Generators. Class D - Backfillers and Tampers; Ballast Re-locator; Bar and Joint Installing Machines; Batch Plant Operators; Boring Machine Operators (48 inch or less); Bull Floats; Burlap and Curing Machines; Concrete Plants (capacity 4 yds. and under); Concrete Saws (multiple); Conveyors (highway); Crushers; Deckhands; Farm type tractors, with attachments (highway); Finishing Machines; Firemen, Floating Equipment (all types); Fork Lifts (highway), except masonry; Form Trenchers; Hydro Hammers; Hydro Seeders; Pavement Breakers (hydraulic or cable); Plant Mixers; Post Drivers; Post Hole Diggers; Power Brush Burners; Power Form Handling Equipment; Road Widening Trenchers; Rollers (brick, grade, macadam); Self-Propelled Power Spreaders; Self-Propelled Sub-Graders; Steam Firemen; Survey Instrument men; Tractors, pulling sheepsfoot rollers or graders; Vibratory Compactors, with integral power. Class E - Compressors (portable, Sewer, Heavy and Highway); Cranes-Compact, track or rubber under 4,000 pound capacity; Drum Firemen (asphalt plant); Fueling and greasing (Primary Operator with Specialized CDL Endorsement Add \$3.00/hr); Generators; Inboard-Outboard Motor Boat Launches; Masonry Fork Lifts; Oil Heaters (asphalt plant); Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signaller; Survey Rodmen or Chairmen; Tire Repairmen; VAC/ALLS. Master Mechanic - Master Mechanic Cranes and Mobile Concrete Pumps 150' -179' - Boom & Jib 150 - 179 feet Cranes and Mobile Concrete Pumps 180' - 249' - Boom & Jib 180 - 249 feet Cranes and Mobile Concrete Pumps 250' and over - Boom & Jib 250 feet or over

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 123 & 238 Hvy Hwy

Type of Rate: Commercial

Change #:
LCN01-2024ib

Craft:
Painter

Effective Date:
5/1/2024

Effective Date:
5/1/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Bridge Class 1	\$38.68		\$6.50	\$7.20	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.69	\$72.03
Bridge Painter, Rigger, Containment Builder, Spot Blaster Class 2	\$31.68		\$6.50	\$7.20	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.69	\$61.53
Equipment Operator/ Field Mechanic, Grit Reclamation, Paint Mixer, Traffic Control, Boat Person Class 3	\$31.68		\$6.50	\$7.20	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.69	\$61.53
Concrete Sealing, Concrete Blasting/Power Washing, Etc. Class 4	\$31.68		\$6.50	\$7.20	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.69	\$61.53
Quality Control/Quality Assurance, Traffic Safety, Competent Person Class 5	\$31.68		\$6.50	\$7.20	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.69	\$61.53
Apprentice	BHR	Percent										
1st Year	\$25.14	\$65.00	\$2.30	\$6.50	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.25	\$46.82
2nd Year	\$27.08	\$70.00	\$2.30	\$6.50	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.19	\$49.72
3rd Year	\$30.94	\$80.00	\$2.30	\$6.50	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.05	\$55.53
4th Year	\$34.81	\$90.00	\$2.30	\$6.50	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.92	\$61.33

(*)Special Calculation Note :

Apprentices shall be paid proper % of the classification above..

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Brown, Butler, Clermont, Clinton, Hamilton, Warren

Special Jurisdictional Note :**Details :**

Industrial Work paid as commercial work above for each class which includes, Industrial Plants, repair garages, processing plants, storage tanks, warehouses, skeletons structures, bridges unless highest point of clearance is 60 feet or more whether new or old construction offices and office buildings in industrial sites are at industrial rates. Heavy & Highway Bridges-Guard Rails- Light Poles. A hazardous steeplejack rate shall apply on radio towers, stacks, light towers, water towers, steeples, skeleton steel, and exterior industrial conveyors over 25 feet, where such items require steeplejack methods and the rate of pay shall be a \$1.00 per hour above the industrial rate. Steeplejack rate to apply to bridges where highest point of clearance is 60 feet. Class 1 – Abrasive blasting of any kind. Class 2 – Bridge painting, coating application of any kind. All steel surface preparation other than abrasive blasting. All necessary rigging and containment building. All remedial/ spot blasting. Class 3 – Tend to all equipment including but not limited to abrasive blasting, power washing, spray painting, forklifts, hoists, trucks, etc. Load and unload trucks, handle materials, man safety boats, handle traffic control, clean up/ vacuum abrasive blast materials and related tasks. Class 4 – All aspects of concrete coating/ sealing including but not limited to preparation, containment, etc. Class 5 – Verify and record that all work is completed according to job specifications. Assure that all health and safety standards are adhered to. Assure all traffic is safely handled.

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 639 Sign and Display

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Painter

Effective Date:
6/18/2025

Effective Date:
6/18/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Top Mechanic Class A	\$27.53		\$4.50	\$0.00	\$0.00	\$0.00	\$0.00	\$1.45	\$0.00	\$0.00	\$33.48	\$47.25
Top Mechanic Class B	\$27.53		\$4.50	\$0.75	\$0.00	\$0.53	\$0.00	\$1.45	\$0.00	\$0.00	\$34.76	\$48.53
Top Helper Class A	\$22.33		\$4.50	\$0.00	\$0.00	\$0.00	\$0.00	\$1.20	\$0.00	\$0.00	\$28.03	\$39.20
Top Helper Class B	\$22.33		\$4.50	\$0.75	\$0.00	\$0.43	\$0.00	\$1.20	\$0.00	\$0.00	\$29.21	\$40.38
Helper Class A	\$17.19		\$4.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.90	\$0.00	\$0.00	\$22.59	\$31.19
Helper Class B	\$17.19		\$4.50	\$0.75	\$0.00	\$0.30	\$0.00	\$0.90	\$0.00	\$0.00	\$23.64	\$32.24
New Hire (90 Days)	\$15.75		\$4.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.55	\$0.00	\$0.00	\$20.80	\$28.68
Apprentice	BHR	Percent										

(*)Special Calculation Note :

Other: Sick, Personal & Holiday Pay Swing Stage Rate: Employees shall receive a differential of \$1.50 per hour for all hours worked on scaffolds four sections or higher, including any boom lifts and swing stage scaffolds. In addition, the rigging and derigging of hanging/suspended swing stage systems and rappelling/bolson chair work of a single employee will qualify for \$1.50 differential, will be paid to a single lead Top Mechanic or single lead Top Helper on any given swing stage job, even when it includes multiple running rigs on a single jobsite.

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

Adams, Allen, Ashland, Ashtabula, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Cuyahoga, Darke, Defiance, Delaware, Erie, Fairfield, Fayette, Franklin, Fulton, Gallia, Geauga, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Huron, Jackson, Jefferson, Knox, Lake, Lawrence, Licking, Logan, Lorain, Lucas, Madison, Mahoning, Marion, Medina, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Ottawa, Paulding, Perry, Pickaway, Pike, Portage, Preble, Putnam, Richland, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne, Williams, Wood, Wyandot

Special Jurisdictional Note :

Details :

The work performed by employees covered by this rate shall include cleaning and refinishing of architectural metals using chemicals, solvents, coatings and hand-applied lacquer thinner, removing scratches from mirror finished metals, burnishing of bronze, statuary finishes on exterior and interior surfaces during the course of the restoration and maintenance of architectural metals, and other specialty metal finishing work, and the use of all tools required to perform such work, including but not limited to polishes, spray equipment and scaffolding. Class A: Less Than 1 Year of Service Class B: More Than 1 Year of Service Top Mechanic: Top Mechanic shall be responsible for ensuring the highest quality of workmanship by Helpers, and be highly competent and knowledgeable in the following areas: coatings, both solvent and waterborne, spraying ability, stainless steel, aluminum and bronze finishing, scaffolding and swing stage work. The Top Mechanic shall also be responsible for providing necessary training of employees in lower classifications and for directing all employees in his/her crew to perform their responsibilities in a productive and efficient manner. Top Helper: For existing Top Helpers at the time of this Agreement shall, in addition to performing the responsibilities of a Helper, be responsible and accountable for the setup, breakdown, safety and quality of the Company's product. Helper: A Helper shall be responsible for performing tasks in refinishing, compliance with safety procedures, setting up and breaking down job sites, setting up and breaking down scaffolding and swing stages, preparing surfaces for refinishing, including but not limited to masking and stripping, cleaning, oxidizing, polishing and scratch removal on various finishes.

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 639 Zone 2 Sign

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Painter

Effective Date:
5/28/2025

Effective Date:
5/28/2025

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Painter Sign Journeyman Tech/Team Leader Class A	\$26.56	\$3.36	\$0.21	\$0.00	\$0.00	\$0.00	\$0.72	\$0.00	\$0.00	\$30.85	\$44.13
Painter Sign Journeyman Tech/Team Leader Class B	\$26.56	\$3.36	\$0.21	\$0.00	\$0.51	\$0.00	\$0.72	\$0.00	\$0.00	\$31.36	\$44.64
Painter Sign Journeyman Tech/Team Leader Class C	\$26.56	\$3.36	\$0.21	\$0.00	\$1.02	\$0.00	\$0.72	\$0.00	\$0.00	\$31.87	\$45.15
Painter Sign Journeyman Tech/Team Leader Class D	\$26.56	\$3.36	\$0.21	\$0.00	\$1.53	\$0.00	\$0.72	\$0.00	\$0.00	\$32.38	\$45.66
Sign Journeyman Class A	\$26.27	\$3.36	\$0.21	\$0.00	\$0.00	\$0.00	\$0.71	\$0.00	\$0.00	\$30.55	\$43.69
Sign Journeyman Class B	\$26.27	\$3.36	\$0.21	\$0.00	\$0.51	\$0.00	\$0.71	\$0.00	\$0.00	\$31.06	\$44.20
Sign Journeyman Class C	\$26.27	\$3.36	\$0.21	\$0.00	\$1.01	\$0.00	\$0.71	\$0.00	\$0.00	\$31.56	\$44.70
Sign Journeyman Class D	\$26.27	\$3.36	\$0.21	\$0.00	\$1.52	\$0.00	\$0.71	\$0.00	\$0.00	\$32.07	\$45.21
Tech Sign Fabrication/ Erector Class A	\$20.67	\$3.36	\$0.21	\$0.00	\$0.00	\$0.00	\$0.56	\$0.00	\$0.00	\$24.80	\$35.14
Tech Sign Fabrication/ Erector Class B	\$20.67	\$3.36	\$0.21	\$0.00	\$0.40	\$0.00	\$0.56	\$0.00	\$0.00	\$25.20	\$35.54

Tech Sign Fabrication/ Erector Class C	\$20.67		\$3.36	\$0.21	\$0.00	\$0.80	\$0.00	\$0.56	\$0.00	\$0.00	\$25.60	\$35.94
Tech Sign Fabrication/ Erector Class D	\$20.67		\$3.36	\$0.21	\$0.00	\$1.19	\$0.00	\$0.56	\$0.00	\$0.00	\$25.99	\$36.33
Apprentice	BHR	Percent										

(*)Special Calculation Note :

Other is for paid holidays.

Ratio :

Jurisdiction (* denotes special jurisdictional note) :

Adams, Allen, Auglaize, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Darke, Defiance, Delaware, Erie, Fairfield, Fayette, Franklin, Fulton, Greene, Hamilton, Hancock, Hardin, Henry, Highland, Holmes, Huron, Jackson, Knox, Licking, Logan, Lorain, Lucas, Madison, Mahoning, Marion, Mercer, Miami, Montgomery, Morrow, Muskingum, Ottawa, Paulding, Perry, Pickaway, Pike, Preble, Putnam, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Trumbull, Tuscarawas, Union, Van Wert, Warren, Wayne, Williams, Wood, Wyandot

Special Jurisdictional Note :

Details :

Class A: less than 1 year. Class B: 1-3 years. Class C: 3-10 years. Class D: More than 10 years.

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Locals 123 & 238 Commercial & Industrial

Type of Rate: Commercial

Change #:
LCN01-2024ib

Craft:
Painter

Effective Date:
5/1/2024

Effective Date:
5/1/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Brush Roll	\$28.29		\$6.50	\$7.20	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.30	\$56.45
Paper Hanger	\$28.29		\$6.50	\$7.20	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.30	\$56.45
Spray Painter	\$28.79		\$6.50	\$7.20	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.80	\$57.20
Sand Blaster Water Blaster	\$29.04		\$6.50	\$7.20	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.05	\$57.57
Elevated Tanks	\$29.29		\$6.50	\$7.20	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.30	\$57.95
Apprentice	BHR	Percent										
1st Year	\$18.39	\$65.00	\$6.50	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.50	\$36.69
2nd Year	\$19.80	\$70.00	\$6.50	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.91	\$38.81
3rd Year	\$22.63	\$80.00	\$6.50	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.74	\$43.06
4th Year	\$25.46	\$90.00	\$6.50	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.57	\$47.30

(*)Special Calculation Note :

Apprentices shall be paid the proper % of the classification above.

Ratio :

(1) Journeymen to (1) Apprentice per jobsite

Jurisdiction (* denotes special jurisdictional note) :

Brown, Butler, Clermont, Clinton, Hamilton, Warren

Special Jurisdictional Note :

Details :

Industrial Work paid as commercial work above for each class which includes, Industrial Plants, repair garages, processing plants, storage tanks, warehouses, skeletons structures, bridges unless highest point of clearance is 60 feet or more whether new or old construction offices and office buildings in industrial sites are at industrial rates. Heavy & Highway Bridges-Guard Rails- Light Poles. A hazardous steeplejack rate shall apply on radio towers, stacks, light towers, water towers, steeples, skeleton steel, and exterior industrial conveyors over 25 feet, where such items require steeplejack methods and the rate of pay shall be a \$1.00 per hour above the industrial rate. Steeplejack rate to apply to bridges where highest point of clearance is 60 feet.

Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Locals 123 & 238 Drywall

Type of Rate: Commercial

Change #:
LCN01-2024ib

Craft:
Painter

Effective Date:
5/1/2024

Effective Date:
5/1/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Drywall Finisher	\$28.29		\$6.50	\$7.20	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.30	\$56.45
Tapers and Finishers	\$28.29		\$6.50	\$7.20	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.30	\$56.45
r	\$		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Apprentice	BHR	Percent										
1st Year	\$18.39	\$65.00	\$6.50	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.50	\$36.69
2nd Year	\$19.80	\$70.00	\$6.50	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.91	\$38.81
3rd Year	\$22.63	\$80.00	\$6.50	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.74	\$43.06
4th Year	\$25.46	\$90.00	\$6.50	\$2.30	\$0.31	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.57	\$47.30

(*)Special Calculation Note :

Apprentices shall be paid the proper % of the classification above.

Ratio :

1 Journeyman to 1 Apprentice per job

Jurisdiction (* denotes special jurisdictional note) :

Brown, Butler, Clermont, Clinton, Hamilton, Warren

Special Jurisdictional Note :

Details :

Industrial Work paid as commercial work above for each class which includes, Industrial Plants, repair garages, processing plants, storage tanks, warehouses, skeletons structures, bridges unless highest point of clearance is 60 feet or more whether new or old construction offices and office buildings in industrial sites are at industrial rates. Heavy & Highway Bridges-Guard Rails- Light Poles. A hazardous steeplejack rate shall apply on radio towers, stacks, light towers, water towers, steeples, skeleton steel, and exterior industrial conveyors over 25 feet, where such items require steeplejack methods and the rate of pay shall be a \$1.00 per hour above the industrial rate. Steeplejack rate to apply to bridges where highest point of clearance is 60 feet.

Prevailing Wage Rate Skilled Crafts

Name of Union: Plasterer Local 132 (Cincinnati)

Type of Rate: Commercial

Change #:
LCN01-2024ib

Craft:
Plasterer

Effective Date:
7/1/2024

Effective Date:
7/1/2024

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Plasterer	\$30.40		\$6.10	\$8.47	\$0.70	\$0.00	\$1.00	\$0.06	\$0.00	\$0.00	\$46.73	\$61.93
Apprentice	BHR	Percent										
1st 900 hours	\$21.28	\$70.00	\$6.10	\$0.00	\$0.70	\$0.00	\$1.00	\$0.06	\$0.00	\$0.00	\$29.14	\$39.78
2nd 900 hours	\$22.50	\$74.00	\$6.10	\$0.00	\$0.70	\$0.00	\$1.00	\$0.06	\$0.00	\$0.00	\$30.36	\$41.60
3rd 900 hours	\$23.71	\$78.00	\$6.10	\$7.74	\$0.70	\$0.00	\$1.00	\$0.06	\$0.00	\$0.00	\$39.31	\$51.17
4th 900 hours	\$24.93	\$82.00	\$6.10	\$7.74	\$0.70	\$0.00	\$1.00	\$0.06	\$0.00	\$0.00	\$40.53	\$52.99
5th 900 hours	\$26.14	\$86.00	\$6.10	\$7.74	\$0.70	\$0.00	\$1.00	\$0.06	\$0.00	\$0.00	\$41.74	\$54.82
6th 900 hours	\$27.36	\$90.00	\$6.10	\$7.74	\$0.70	\$0.00	\$1.00	\$0.06	\$0.00	\$0.00	\$42.96	\$56.64
7th 900 hours	\$28.58	\$94.00	\$6.10	\$7.74	\$0.70	\$0.00	\$1.00	\$0.06	\$0.00	\$0.00	\$44.18	\$58.46
8th 900 hours	\$29.79	\$98.00	\$6.10	\$7.74	\$0.70	\$0.00	\$1.00	\$0.06	\$0.00	\$0.00	\$45.39	\$60.29

(*)Special Calculation Note :

No special calculations for this skilled craft wage rate are required at this time. *Other is International Training

Ratio :

1 Journeyman to 1 Apprentice 4 Journeyman to 2 Apprentice 7 Journeyman to 3 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Brown, Butler, Clermont, Hamilton, Highland, Warren

Special Jurisdictional Note :

Details :

Apprentice and Shop Hand Pension are \$1.00 less than Journeyman.

Prevailing Wage Rate Skilled Crafts

Name of Union: Plumber Pipefitter Local 392

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Plumber Pipefitter

Effective Date:
6/11/2025

Effective Date:
6/11/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Plumber Pipefitter	\$43.30		\$11.33	\$14.25	\$1.09	\$0.00	\$0.00	\$0.73	\$0.00	\$0.00	\$70.70	\$92.35
Plumber Helper	\$28.15		\$11.23	\$7.50	\$1.09	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.97	\$62.05
Apprentice	BHR	Percent										
1st Year	\$22.52	\$52.00	\$11.13	\$1.25	\$1.09	\$0.00	\$0.00	\$0.73	\$0.00	\$0.00	\$36.72	\$47.97
2nd Year	\$23.82	\$55.00	\$11.13	\$1.25	\$1.09	\$0.00	\$0.00	\$0.73	\$0.00	\$0.00	\$38.02	\$49.92
3rd Year	\$25.11	\$58.00	\$11.13	\$8.00	\$1.09	\$0.00	\$0.00	\$0.73	\$0.00	\$0.00	\$46.06	\$58.62
4th Year	\$26.85	\$62.00	\$11.13	\$8.00	\$1.09	\$0.00	\$0.00	\$0.73	\$0.00	\$0.00	\$47.80	\$61.22
5th Year	\$32.48	\$75.02	\$11.13	\$14.25	\$1.09	\$0.00	\$0.00	\$0.73	\$0.00	\$0.00	\$59.68	\$75.93

(*)Special Calculation Note :

OTHER: SUPPLEMENTAL UNEMPLOYMENT BENEFITS.

Ratio :

1 Journeymen to 1 Apprentice 2 Journeymen to 4 Apprentices 3 Journeymen to 6 Apprentices When more than Sixteen (16) Journeymen are employed additional apprentices may be acquired at a ratio of one (1) apprentice to four (4) journeymen. Helper Ratio: 1 Journeyman to 2 Helpers

Jurisdiction (* denotes special jurisdictional note) :

Brown, Butler, Clermont, Hamilton, Warren

Special Jurisdictional Note :

Details :

Helpers shall be permitted to work on ONLY: Exterior Sewers, Concrete, Vitrified Clay or PVC Pipe and Digging and Backfilling for Piping Work

Prevailing Wage Rate Skilled Crafts

Name of Union: Roofer Local 42

Type of Rate: Commercial

Change #:
OCR01-2025ib

Craft:
Roofer

Effective Date:
1/29/2025

Effective Date:
1/29/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Roofer	\$33.18		\$8.40	\$8.78	\$0.50	\$0.00	\$1.68	\$0.21	\$0.00	\$0.00	\$52.75	\$69.34
Tradesman	\$26.54		\$8.40	\$7.02	\$0.00	\$0.00	\$1.68	\$0.06	\$0.00	\$0.00	\$43.70	\$56.97
Apprentice	BHR	Percent										
1st Period	\$21.57	\$65.00	\$8.40	\$5.71	\$0.00	\$0.00	\$1.68	\$0.00	\$0.00	\$0.00	\$37.36	\$48.14
2nd Period	\$23.23	\$70.00	\$8.40	\$6.15	\$0.00	\$0.00	\$1.68	\$0.00	\$0.00	\$0.00	\$39.46	\$51.07
3rd Period	\$26.54	\$80.00	\$8.40	\$7.02	\$0.00	\$0.00	\$1.68	\$0.00	\$0.00	\$0.00	\$43.64	\$56.92

(*)Special Calculation Note :

Other is for Training Fund

Ratio :

2 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Adams, Brown, Butler, Clermont, Hamilton, Highland, Pike, Warren

Special Jurisdictional Note :

Details :

Any Tradesman Worker completing 2,000 hours in (2) years may move to Journeyman status by utilizing the Training Yard to improve their skills. Tradesman Workers will be tested at these yards to determine their competency for Journeyman status. Tradesman Workers must schedule and successfully complete the industry test battery in order to gain journeyman status.

Prevailing Wage Rate Skilled Crafts

Name of Union: Sheet Metal Local 24 (Dayton)

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Sheet Metal Worker

Effective Date:
6/11/2025

Effective Date:
6/11/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sheet Metal Worker	\$35.62		\$10.14	\$15.60	\$1.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$62.53	\$80.34
Apprentice	BHR	Percent										
1st Year (Probationary Period)	\$21.37	\$60.00	\$9.48	\$5.50	\$1.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.52	\$48.21
2nd Year	\$23.15	\$65.00	\$9.56	\$6.77	\$1.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.65	\$52.23
3rd Year	\$26.72	\$75.02	\$9.73	\$9.28	\$1.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.90	\$60.26
4th Year	\$30.28	\$85.00	\$9.90	\$11.80	\$1.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.15	\$68.29
5th Year	\$32.06	\$90.00	\$9.98	\$13.07	\$1.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.28	\$72.31

(*)Special Calculation Note :

Ratio :

1 Journeyman to 1 Apprentice then, 1 Apprentice for every 2 Journeymen thereafter

Jurisdiction (* denotes special jurisdictional note) :

Allen, Auglaize, Butler, Champaign, Clark, Clinton, Darke, Greene, Hardin, Logan, Mercer, Miami, Montgomery, Preble, Shelby, Van Wert, Warren, Wyandot

Special Jurisdictional Note :

Details :

Prevailing Wage Rate Skilled Crafts

Name of Union: Sprinkler Fitter Local 669

Type of Rate: Commercial

Change #:
LCR01-2025ib

Craft:
Sprinkler Fitter

Effective Date:
8/6/2025

Effective Date:
8/6/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sprinkler Fitter	\$48.28		\$12.40	\$7.40	\$0.54	\$0.00	\$7.74	\$0.00	\$0.00	\$0.00	\$76.36	\$100.5
Apprentice	BHR	Percent										
CLASS 1	\$24.14	\$50.00	\$9.03	\$0.00	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.71	\$45.78
CLASS 2	\$27.04	\$56.00	\$9.03	\$0.00	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.61	\$50.13
CLASS 3	\$29.45	\$61.00	\$12.40	\$7.40	\$0.54	\$0.00	\$1.15	\$0.00	\$0.00	\$0.00	\$50.94	\$65.66
CLASS 4	\$31.38	\$65.00	\$12.40	\$7.40	\$0.54	\$0.00	\$1.15	\$0.00	\$0.00	\$0.00	\$52.87	\$68.56
CLASS 5	\$33.31	\$69.00	\$12.40	\$7.40	\$0.54	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$55.05	\$71.70
CLASS 6	\$36.21	\$75.00	\$12.40	\$7.40	\$0.54	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$57.95	\$76.05
CLASS 7	\$38.14	\$79.00	\$12.40	\$7.40	\$0.54	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$59.88	\$78.95
CLASS 8	\$40.56	\$84.00	\$12.40	\$7.40	\$0.54	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$62.30	\$82.58
CLASS 9	\$42.97	\$89.00	\$12.40	\$7.40	\$0.54	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$64.71	\$86.19
CLASS 10	\$44.90	\$93.00	\$12.40	\$7.40	\$0.54	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$66.64	\$89.09

(*)Special Calculation Note :

Ratio :

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Adams, Allen, Ashland, Ashtabula, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Darke, Defiance, Delaware, Erie, Fairfield, Fayette, Franklin, Fulton, Gallia, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Huron, Jackson, Jefferson, Knox, Lawrence, Licking, Logan, Lucas, Madison, Mahoning, Marion, Medina, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Ottawa, Paulding, Perry, Pickaway, Pike, Portage, Preble, Putnam, Richland, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne, Williams, Wood, Wyandot

Special Jurisdictional Note :

Details :

Sprinkler Fitter work shall consist of the installation, dismantling, maintenance, repairs, adjustments, and corrections of all fire protection and fire control systems including the unloading, handling by hand, power equipment and installation of all piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants and hydrant mains, standpipes and hose connections to sprinkler systems used in connection with sprinkler and alarm systems. Also all tanks and pumps connected thereto, also included shall be CO-2 and Cardox Systems, Dry Chemical Systems, Foam Systems and all other fire protection systems.

Prevailing Wage Rate Skilled Crafts

Name of Union: Truck Driver Locals 20,40,92,100,175,284,348,377,637,697,908,957 - Bldg & HevHwy Class 1

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Truck Driver

Effective Date:
5/28/2025

Effective Date:
5/28/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 1	\$34.26		\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.51	\$70.64
Apprentice	BHR	Percent										
First 6 months	\$27.41	\$80.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.66	\$60.36
7-12 months	\$29.12	\$85.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.37	\$62.93
13-18 months	\$30.83	\$90.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.08	\$65.50
19-24 months	\$32.55	\$95.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.80	\$68.07
25-30 months	\$34.26	\$100.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.51	\$70.64

(*)Special Calculation Note :

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Adams, Allen, Ashland, Ashtabula, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Darke, Defiance, Delaware, Erie, Fairfield, Fayette, Franklin, Fulton, Gallia, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Huron, Jackson, Jefferson, Knox, Lawrence, Licking, Logan, Lorain, Lucas, Madison, Mahoning, Marion, Medina, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Ottawa, Paulding, Perry, Pickaway, Pike, Portage, Preble, Putnam, Richland, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne, Williams, Wood, Wyandot

Special Jurisdictional Note :

Details :

CLASS 1: Drivers on trucks, including but not limited to: 4-wheel service trucks; 4-wheel dump trucks; batch trucks; drivers on tandems; truck sweepers (not to include power sweepers and scrubbers) Drivers on tractor – trailer combinations including but not limited to the following: Semi-tractor trucks; pole trailers; ready-mix trucks; fuel trucks; all trucks five (5) axle and over; drivers on belly dumps; truck mechanics (when needed).

Prevailing Wage Rate Skilled Crafts

Name of Union: Truck Driver Locals 20,40,92,100,175,284,348,377,637,697,908,957 - Bldg & Hwy Class 2

Type of Rate: Commercial

Change #:
LCN01-2025ib

Craft:
Truck Driver

Effective Date:
5/28/2025

Effective Date:
5/28/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 2	\$35.26		\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.51	\$72.14
Apprentice	BHR	Percent										
First 6 months	\$28.21	\$80.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.46	\$61.56
7-12 months	\$29.97	\$85.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.22	\$64.21
13-18 months	\$31.73	\$90.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.98	\$66.85
19-24 months	\$33.50	\$95.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.75	\$69.50
25-30 months	\$35.26	\$100.00	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.51	\$72.14

(*)Special Calculation Note :

Ratio :

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Adams, Allen, Ashland, Ashtabula, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Darke, Defiance, Delaware, Erie, Fairfield, Fayette, Franklin, Fulton, Gallia, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Huron, Jackson, Jefferson, Knox, Lawrence, Licking, Logan, Lorain, Lucas, Madison, Mahoning, Marion, Medina, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Ottawa, Paulding, Perry, Pickaway, Pike, Portage, Preble, Putnam, Richland, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne, Williams, Wood, Wyandot

Special Jurisdictional Note :

Details :

CLASS 2: Drivers on articulated dump trucks; rigid-frame rock trucks; distributor trucks; low boys/drag driver on the construction site only and heavy duty equipment (irrespective of load carried) when used exclusively for transportation on the construction site only.

WARREN COUNTY FLOOD PERMIT



This permit is issued based on documentation that the information provided by the applicant is in compliance with the Special Purpose Resolution #10-1527 of Warren County, Ohio.

SITE INFORMATION:

Owner: _____

Parcel #: _____ Address: _____

Municipality: _____ City/Zip: _____

Description of Development: _____

THE PERMITTEE UNDERSTANDS AND AGREES THAT:

- An as-build Elevation Certificate will be submitted to the Floodplain Administrator after the first floor of a new, substantially improved, or substantially damaged, residential, or non-residential structure is constructed;
- A final Letter of Map Revision will be obtained where a Conditional Letter of Map Revision was required as part of the permit application;
- The permit is issued on the representations made herein and on the application for the permit;
- The permit may be revoked because of any breach of representation;
- Once a permit is revoked, all work shall cease until the permit is reissued or a new permit is issued;
- The permit will not grant any right or privilege to erect any structure or use any premises described for any purposes or in any manner prohibited by the codes or regulations of the community;
- The permittee hereby gives consent to the Floodplain Administrator to enter and inspect activity covered under the provisions of the Floodplain Management Regulations;
- The Flood Permit will be posted in a conspicuous place on the premises in plain view; and
- The permit will expire if no work is commenced within one year of issuance.

PERMIT # _____

Molly M Conley

Molly Conley, Floodplain Administrator

Date