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**CITY OF WESTERVILLE  
PLANNING & DEVELOPMENT DEPARTMENT**

Project Manual for the

**WALNUT RIDGE PARK IMPROVEMENTS**

**Project No. 2024-004**

**Project Type: Request for Bids (RFB)**

Bid Closing Date and Time  
Thursday, February 19, 2026  
3:00 PM

Submit To:

**Electronic Submissions**

<https://westerville.bonfirehub.com/opportunities/220033>

The Q&A period for this opportunity ends: **3:00 PM (local time) on February 12, 2026.**

Point of Contact for Written Questions:

Jeff Kessler  
Project Manager  
Planning & Development Department  
[Bids@westerville.org](mailto:Bids@westerville.org)

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**CITY OF WESTERVILLE  
PLANNING & DEVELOPMENT DEPARTMENT**

**WALNUT RIDGE PARK IMPROVEMENTS  
PROJECT NO. 2024-004**

**ADMINISTRATIVE OFFICIALS**

Monica Dupee	City Manager
Matt Yoder	Director of Finance
Andrew Winkel	Director of Law
Dave Efland	Director of Planning & Development
Grant Crawford	Director of Public Service

**MEMBERS OF COUNCIL**

Megan Czako	Council Chair
Aaron Glasgow	Vice-Chair
David Grimes	Mayor
Kelley Stocker	Vice-Mayor
Daniela Beckett	Member
Jeff Washburn	Member
Kenneth L. Wright	Member

**February 3, 2026**

**CITY OF WESTERVILLE  
DEPARTMENT OF PLANNING & DEVELOPMENT  
64 E. WALNUT STREET  
WESTERVILLE, OHIO 43081**

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# **BIDDING REQUIREMENTS AND FORMS**

**BIDDERS CHECKLIST**

BIDDERS are urged to complete this checklist to confirm that all required documents are included with their BID. Failure to submit the listed documents may result in disqualification of the BID.

Name	Type	# Files	Requirement	Included with BID	Provide Later
<b>Bid Guaranty (Surety Company signature required)</b>	<b>File Type: PDF (.pdf)</b>	<b>1</b>	<b>Required</b>		
<b>Bid Schedule (BIDDER signature required)</b>	<b>File Type: PDF (.pdf)</b>	<b>1</b>	<b>Required</b>		
Experience Record	File Type: PDF (.pdf)	1	Optional (needed within two (2) business days of the closing time)		
Subcontractors Form	File Type: PDF (.pdf)	1	Optional (needed within two (2) business days of the closing time)		
Noncollusion Affidavit	File Type: PDF (.pdf)	1	Optional (needed prior to the issuance of the NOTICE TO PROCEED)		
Personal Property Tax Affidavit	File Type: PDF (.pdf)	1	Optional (needed prior to the issuance of the NOTICE TO PROCEED)		

## **NOTICE TO BIDDERS**

Bids for the construction of the **Walnut Ridge Park Improvements (Project No. 2024-004)**, will be received by the City of Westerville, Ohio until the closing date and time of **3:00 p.m. (local time) on Thursday, February 19, 2026** and will be publicly opened and read immediately thereafter.

The WORK in accordance with the CONTRACT DOCUMENTS, dated February 3, 2026, and any addenda thereto, involves the renovation of the park and includes new asphalt parking lot and trails, concrete walks, stream relocation & wetland development, boardwalks, and landscaping.

ENGINEER'S ESTIMATE for the BASE BID: \$3,237,000.00

Electronic CONTRACT DOCUMENTS are available at no cost via the CITY's Bonfire Procurement Portal at: <https://westerville.bonfirehub.com/opportunities/220033>. Vendors new to the CITY's Bonfire Procurement Portal will need to create a *FREE* Bonfire account.

All bids must be accompanied by a BID GUARANTY. The recommended form of BID GUARANTY is a BID GUARANTY and CONTRACT Bond in the full amount of the bid, including all add alternates, as prescribed by Section 153.571 of the Ohio Revised Code. Other acceptable forms of BID GUARANTY include a bid bond equal to ten percent (10%) of the bid plus all add alternates. Bid security issued in bond form, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

If the BID is accepted, a CONTRACT must be executed and a satisfactory Performance/Payment Bond furnished, conditioned according to law in the amount of one hundred percent (100%) of the CONTRACT price, within ten (10) days after notice of award. Sureties on all bonds must be satisfactory to the CITY.

The PROJECT is subject to Chapter 4115 of the Ohio Revised Code regarding Prevailing Rates of Wages.

No BIDDER may withdraw their BID for a period of 60 days after the actual BID closing date and time. The CITY reserves the right not to award a contract and to reject any or all BIDS and to waive any informalities and irregularities. Subject to the right of the CITY not to award a contract and to reject any or all BIDS, the CITY will award a Contract to the BIDDER submitting the lowest and best BID, taking into consideration accepted alternates.

Point of Contact for Written Questions:

Jeff Kessler  
Project Manager  
Planning & Development Department  
[Bids@westerville.org](mailto:Bids@westerville.org)

Advertise: February 3, 2026

## **INFORMATION TO BIDDERS**

### **PREPARATION AND DELIVERY OF BIDS**

BIDS will be received by the CITY of Westerville, Ohio herein called the OWNER, until the closing date and time of **3:00 p.m. (local time), Thursday, February 19, 2026.**

BIDS must be submitted in **electronic format only** in accordance with the below submission instructions.

### **Submission Instructions for Electronic BIDS**

Electronic BIDS must be uploaded at:

**<https://westerville.bonfirehub.com/opportunities/220033>**

Please review the BIDDERS CHECKLIST and note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

You will not be able to prepare a submission unless you submit 'Yes' for your intent to Bid.

As uploading large documents may take significant time, depending on the size of the file(s) and Internet connection speed, it is recommended that the BIDDER allow sufficient time before closing time to begin the upload process and finalize their submission.

Each item of requested information will only be visible to the OWNER after the closing time.

The BIDDER will receive an email confirmation receipt with a unique confirmation number once they finalize their submission.

Minimum system requirements: Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

### **Need Help with an Electronic Submission?**

The City of Westerville uses a Bonfire portal for accepting BIDS digitally. Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission or contact the CITY's Procurement Manager at [Thomas.Patterson@westerville.org](mailto:Thomas.Patterson@westerville.org) for general questions related to your submission.

### **General Instructions for Electronic BIDS**

All BIDS must be submitted on the BID forms provided and receipt of any addenda should be indicated. All blank spaces shall be filled in, in ink or typed, in figures. The BIDDER shall provide unit prices and/or lump sum prices on the BID SCHEDULE form. Each BIDDER must bid on all items and Alternates

contained in the BID SCHEDULE. BIDDERS may download an electronic copy of the BID SCHEDULE in MS Excel format from the Project Portal. All BIDS not in conformity with this notice may be considered informal and may be rejected. Failure to furnish all information requested on the BID SCHEDULE or other documents requested may result in disqualification of the bid.

It is the sole responsibility of the BIDDER to see that their BID is received by the proper time.

BIDDERS are urged to submit with their BID a completed Experience Record form and completed Subcontractors form.

### **INTERPRETATION OF QUANTITIES**

When Unit Prices are requested on the BID SCHEDULE, the quantities listed are to be considered approximate and are to be used only for the comparison of the BIDS and as a basis for computing amounts of security of penal sums of BONDS to be furnished. The unit prices to be tendered by the BIDDERS are to be tendered expressly for the scheduled quantities and they may be increased or decreased by duly authorized CHANGE ORDER.

Unless otherwise specified in the CONTRACT DOCUMENTS, the Lump Sum Prices and Unit Prices set forth shall include all materials, equipment, labor, delivery, installation, overhead, profit, and any other cost or expense, in connection with or incidental to, the performance of that portion of the WORK to which the prices apply.

Where there is a conflict between the Unit Price and the extension thereof, the Unit Price shall govern and the correct extension of such Unit Price shall be made and such corrected extension shall be used in comparing BIDS.

It is understood that the scheduled quantities of WORK to be done and materials to be furnished may increase, decrease or be deleted entirely after execution of the Agreement.

Payments, except for lump sum BIDS, and except for lump sum items in unit price BIDS, will be made to the CONTRACTOR for the actual quantities only of WORK performed or materials furnished in accordance with the CONTRACT DOCUMENTS.

The successful BIDDER will be further required to furnish the OWNER with a complete breakdown of the labor and material costs associated with unit prices and/or lump sum BID items, to the satisfaction of the ENGINEER, before beginning construction. The unit price and/or lump sum breakdown shall be in sufficient detail to provide a check of claims for partial payment requests.

### **EXAMINATION OF CONTRACT DOCUMENTS AND WORK SITE**

The BIDDER is required to examine carefully the site of the WORK, the BID SCHEDULE, PLANS and SPECIFICATIONS, and to read and acquaint oneself with the Agreement form for the WORK contemplated. The BIDDER, in submitting a BID, warrants that the BIDDER has investigated and is acquainted with the conditions to be encountered for performing the WORK including the character, quality, and quantities of WORK to be performed and materials to be furnished, and the requirements

of the CONTRACT DOCUMENTS hereinafter defined. It is mutually agreed that submission of a BID shall be considered satisfied as to all the conditions which will affect the WORK.

### **CONSTRUCTION AND MATERIAL SPECIFICATIONS**

The City of Westerville requirements, as adopted by Ordinance 2023-05, the 2018 edition of the City of Columbus Construction and Materials Specifications (COLS) and the 2023 edition of the State of Ohio Department of Transportation Construction and Material Specifications (ODOT), where referenced, including all supplements, shall govern all materials and workmanship involved in the improvements shown on this plan. Notwithstanding the foregoing, the General Provisions, Section 100 of these COLS specifications, are not applicable to this PROJECT except where specifically referenced.

### **INTERPRETATION**

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve the CONTRACTOR from fulfilling any of the conditions of the CONTRACT.

If any person contemplating submitting a BID for the proposed PROJECT is in doubt as to the true meaning of any part of the CONTRACT DOCUMENTS, they may submit a written request for an interpretation thereof to either the Point of Contact identified in the CONTRACT DOCUMENTS or the Project Portal.

The Q&A period for this opportunity ends **3:00 p.m. (local time) on Thursday, February 12, 2026.**

The person submitting the request will be responsible for its prompt delivery. Any interpretation of the CONTRACT DOCUMENTS will be made only by ADDENDUM duly issued, a minimum of 72 hours prior to the BID closing date and time. The CITY will endeavor to have a copy of such ADDENDUM delivered to each person receiving a set of CONTRACT DOCUMENTS; however, it is ultimately the BIDDER's responsibility to check the CITY's Bonfire Procurement Portal (<https://westerville.bonfirehub.com/opportunities/220033>) for verification of any issued addenda. The awarding authority will not be responsible for any other explanations or interpretations of the CONTRACT DOCUMENTS.

### **DUTY TO NOTIFY THE CITY OF ERRORS**

BIDDERS shall promptly notify the CITY of errors and omissions in the CONTRACT DOCUMENTS which the BIDDER discovers in the exercise of ordinary and reasonable care. The BIDDER's notification shall be made by submitting a written request for interpretation in accordance with the above paragraph. The BIDDER's duty to disclose errors and omissions is not only a bidding requirement but is also a legal requirement that cannot be ignored.

Failure to provide the required notification prior to the BID closing date and time shall constitute a waiver by the CONTRACTOR and shall not obligate the CITY for any costs based upon any apparent

or patent ambiguity arising from insufficient data or obvious errors in the CONTRACT DOCUMENTS. Knowingly withholding information regarding an error or omission in the CONTRACT DOCUMENTS, or intentionally misrepresenting an item of WORK for financial or competitive gain, may result in civil or criminal penalties.

#### **REJECTION OF UNBALANCED BID**

The BIDDER is required to BID each item as indicated in THE CONTRACT DOCUMENTS. The CITY reserves the right to reject any materially unbalanced BID. A “materially unbalanced bid” is a BID that contains lump sum or unit prices that do not reflect reasonable labor, equipment, and material costs plus a reasonable proportionate share of overhead and other indirect costs and anticipated profit, and the CITY determines that the Bid may not be in the best interest of its citizens.

#### **BID GUARANTY**

All bids must be accompanied by a BID GUARANTY. The recommended form of BID GUARANTY is a BID GUARANTY and CONTRACT Bond in the full amount of the bid, including all add alternates, as prescribed by Section 153.571 of the Ohio Revised Code. Other acceptable forms of BID GUARANTY include a bid bond equal to ten percent (10%) of the bid plus all add alternates. Bid security issued in bond form, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

#### **WITHDRAWAL OF BIDS PRIOR TO CLOSING DATE AND TIME**

Any BID may be withdrawn prior to the above scheduled closing date and time for the submission of BIDS or authorized postponement hereof. Any BID received after the time and date specified shall not be considered.

#### **WITHDRAWAL OF BIDS AFTER CLOSING DATE AND TIME**

If for any reason, other than as authorized by the Ohio Revised Code, the BIDDER fails to enter into a CONTRACT, and the CITY awards the CONTRACT to the next lowest BIDDER, the BIDDER and the surety on the BIDDER's bond are liable to the CITY for the difference between the bid and that of the next lowest bidder, or for a penal sum not to exceed ten percent (10%) of the amount of the bond, whichever is less. If the CITY does not award the CONTRACT to the next lowest BIDDER but resubmits the PROJECT for bidding, the BIDDER failing to enter into the CONTRACT and the surety on the BIDDER's bond, except as provided in the Ohio Revised Code, are liable to the CITY for a penal sum not to exceed ten percent (10%) of the amount of 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.

**PUBLIC OPENING OF BIDS**

BIDS will be publicly opened and read immediately after the deadline for the submission of BIDS. BIDDERS, their authorized agents, other interested parties, and the general public are invited to be present. The public opening of bids will be held at the City's Walnut Street administrative offices, located at 64 E. Walnut Street, Westerville, Ohio 43081. The public opening will also be shared online via Google Meet. Instructions for joining the Google Meet session will be posted to the City's website in advance of the public opening.

**CONSIDERATION OF BIDS AND AWARD OF CONTRACT**

The OWNER shall make such investigations as the OWNER deems necessary to determine the lowest and best BIDDER to perform the WORK. The BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. In determining the award, consideration, among other items, will be given to (a) whether BIDDER maintains a permanent place of business, (b) suitability of the BIDDER'S plant and equipment for the WORK, including the amount of subcontracted WORK, (c) BIDDER'S financial status and organization, (d) BIDDER'S record of experience and performance in constructing improvements of this type and (e) lowest BID. The OWNER, in its discretion, may consider and give such weight to these criteria as it deems appropriate. 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 Agreement and to complete the WORK contemplated therein.

As part of the OWNER'S investigation, the OWNER requires that the BIDDER submit a completed Experience Record form and Subcontractors form. BIDDERS are urged to include a completed Experience Record form and Subcontractors form with their BID. If not included with the BID, a completed Experience Record form and Subcontractors form shall be submitted to the CITY within two (2) business days of the BID Closing Date and Time.

As part of the OWNER's investigation, the OWNER may require that the BIDDER submit a complete breakdown of the labor and material costs associated with unit prices and/or lump sum BID items.

If alternative bid items are listed in the BID SCHEDULE, the OWNER shall determine the Alternate Items so selected by the OWNER in determining the lowest and best BID. The OWNER reserves the right not to award a contract and to reject any and all BIDS.

In the event that only one (1) lowest and best BID is received, the OWNER reserves the right to establish a fair and reasonable price with the lowest and best BIDDER.

In the event that two (2) or more identical low BIDS are received from potential BIDDERS, the OWNER reserves the right to award the CONTRACT in any manner deemed in the best interest of its citizens or the OWNER may request the submission of a Best and Final Offer from the identical BIDDERS to determine the lowest and best BIDDER.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. The OWNER may hold the BIDS for 60 days after the actual BID Closing Date and Time, and may award the CONTRACT at any time during that period. Should there be reasons why the CONTRACT cannot be awarded within

the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

### **CANCELLATION OF AWARD**

The CITY may cancel a CONTRACT award at any time before all parties sign the CONTRACT without liability to the CITY.

### **RETURN OF BID GUARANTY**

The CITY will retain all bid securities until the CONTRACT has been executed by all parties and the NOTICE TO PROCEED has been issued.

### **CONTRACT PERFORMANCE BOND AND PAYMENT BOND**

A Performance Bond and Payment Bond, each meeting the requirements of Sections 153.54, 153.57, and 153.571 of the Ohio Revised Code, with a Surety qualified to do business in the State of Ohio will be required for the faithful performance of the WORK.

### **EXECUTION OF CONTRACT**

The BIDDER to whom the CONTRACT shall be awarded will be required to execute 2 copies of the CONTRACT on the form included in the CONTRACT DOCUMENTS and to furnish insurance certificates and Workers Compensation certificates as required.

The successful BIDDER will be required to execute and submit the following completed forms, as included in the CONTRACT DOCUMENTS, prior to the issuance of the NOTICE TO PROCEED: Noncollusion Affidavit and Personal Property Tax Affidavit. BIDDERS are urged to include these documents in their BID.

The NOTICE TO PROCEED shall be issued within 60 days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER and CONTRACTOR. If the NOTICE TO PROCEED has not been issued within a 60-day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement, by duly executed WRITTEN NOTICE without further liability on the part of either party.

### **FAILURE TO EXECUTE CONTRACT**

In case of the BIDDER's refusal or failure to execute the Contract within ten (10) days after its receipt of formal notice of award, BIDDER may be considered to have abandoned all rights and interests in the award, and the BIDDERS's BID GUARANTY may be declared forfeited to the OWNER. The award

may then be made to the next lowest and best BIDDER or the work re-advertised for BIDS as the OWNER may elect.

### **RESPONSIBILITY TO GENERAL PUBLIC**

To the extent authorized by law, CONTRACTOR shall indemnify and hold harmless the CITY, its officers, elected officials, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the CONTRACTOR's performance, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

CONTRACTOR agrees that in the hiring of employees for the performance of work under this CONTRACT or any subcontract, no CONTRACTOR, subcontractor, or any person acting on their behalf shall, by reason of race, color, religion, sex, national origin, age, familial status, military status, disability, pregnancy, sexual orientation, gender identity, or gender expression, or any prohibition provided by federal or state law, 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, nor shall the CONTRACTOR, subcontractor, or any person acting on their behalf, in any manner, discriminate against or intimidate any employee hired for the performance of work under the CITY's CONTRACT on account of race, color, religion, sex, national origin, age, familial status, military status, disability, pregnancy, sexual orientation, gender identity, or gender expression, or any prohibition provided by federal or state law.

### **INSURANCE**

The CONTRACTOR and the CONTRACTOR'S subcontractors shall secure and maintain Liability and Property Damage Insurance (1) in an amount not less than One Million Dollars (\$1,000,000) for bodily injuries, including wrongful death, to any one person, subject to the same limit for each person, in an amount not less than Two Million Dollars (\$2,000,000) for bodily injury damages for any one accident; and (2) in an amount not less than One Million Dollars (\$1,000,000) for property damages on account of one accident and in an amount not less than Two Million Dollars (\$2,000,000) for damages for all accidents. Greater amounts shall apply, where required by law. If the CONTRACTOR and the CONTRACTOR'S subcontractors maintain higher limits than the minimums shown above, the CITY shall be entitled to coverage for the higher limits.

The Insurance policies secured in compliance with the above requirements shall be with acceptable insurance companies authorized to do business in the State of Ohio and shall bear endorsements extending automatic coverage on all operations of the CONTRACTOR incidental to the performance of the WORK to be done under this CONTRACT, whether such operations are listed in the insurance contracts or not, and whether the WORK is being done at the site of the project or not. The OWNER shall be named as an additional insured. The CONTRACTOR will be required to submit a Certificate of Insurance and a current Worker's Compensation Certificate to the OWNER prior to the execution of the Agreement.

### **COMPLIANCE WITH APPLICABLE LAWS**

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the CONTRACT throughout.

In performing the WORK, CONTRACTOR shall comply with all applicable laws, rules, regulations, codes and ordinances, including but not limited to the U.S. Department of Labor “Safety and Health Regulations for Construction” identified as Chapter XVII of Title 29, Code of Federal Regulations (CFR) Part 1926 (formerly Part 1518) and subsequent amendments.

The CONTRACTOR agrees that it is currently in compliance and will continue to adhere to the requirements of the Ohio Ethics Law as provided in Section 102.03 and 102.04 of the Ohio Revised Code.

### **DUTY TO NOTIFY THE CITY OF CYBERSECURITY INCIDENTS**

CONTRACTOR shall promptly notify the City of any actual or suspected cybersecurity incident, data breach, security incident, or unauthorized access, use, or disclosure involving any data or information provided by the CITY or generated in connection with the performance of this CONTRACT. Such notice shall be provided as soon as practicable and in no event later than three (3) calendar days after discovery of the breach or incident. CONTRACTOR shall cooperate fully with the CITY in investigating and mitigating the effects of any such breach or incident and shall bear all costs associated with the incident, including any notifications, remediation, and compliance required under applicable law.

### **SALES AND INCOME TAXES**

Materials to be incorporated in the WORK may be purchased by the CONTRACTOR free of Ohio State sales tax.

The successful BIDDER will be required to withhold all CITY income taxes due or payable under the provisions of the Income Tax Ordinance, for wages, salaries, and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such CITY income taxes due under said chapter for services performed under this CONTRACT.

### **WORK SCHEDULES**

All work schedules must be presented to the ENGINEER’S office a minimum of one week prior to the pre-construction meeting. Any deviations from the work schedule submitted to the ENGINEER’S office must be acceptable to the ENGINEER.

### **PUBLIC RECORDS**

In entering into a contract with the CITY of Westerville, Ohio (or responding to a CITY solicitation), all BIDDERS are hereby notified that all BIDs, proposals, quotations, RFI responses, agreements, invoices,

correspondence and any other documents submitted to the CITY become public property and are subject to public disclosure in accordance with Ohio Public Records Law. All public records will be made available upon request, at the earliest time permitted by law.

**PREVAILING WAGES**

Attention is called to the prevailing rate of wages to be paid labor on public improvements as ascertained by the Department of Industrial Relations, State of Ohio.

### **PREVAILING WAGE RATES**

The CONTRACTOR, all SUBCONTRACTORS and all applicable Suppliers shall comply with the requirements of the Ohio Revised Code Chapter 4115 and the Ohio Administrative Rules and regulations 4101:9-4 and shall pay each laborer, worker and mechanic employed by the CONTRACTOR not less than the prevailing rate of wages as determined by the Ohio Department of Commerce.

The CONTRACTOR shall coordinate, compile and submit to the OWNER all documentation as and when required to comply with the requirements of the Ohio revised Code Chapter 4115 and the Ohio Administrative Rules and regulations 4101:9-4 for the CONTRACTOR and all SUBCONTRACTORS.

If a CONTRACTOR or SUBCONTRACTOR sublets the CONTRACT, it shall notify the OWNER at the time the CONTRACT is sublet. The CONTRACTOR or SUBCONTRACTOR shall require the contracting party to pay not less than the prevailing rate of wages and to comply with the requirements of the Ohio Revised Code Chapter 4115 and the Ohio Administrative Rules and Regulations 4101:9-4. Such contracting party shall not further sublet the CONTRACT without requiring its SUBCONTRACTORS to meet the same requirements.

The OWNER shall notify only the CONTRACTOR under a CONTRACT with the OWNER for a public improvement of any changes in the Prevailing Wage Rates. The CONTRACTOR shall then notify all SUBCONTRACTORS of changes in the Prevailing Wage Rates within seven business days of receipt from the OWNER.

The CONTRACTOR, all SUBCONTRACTORS and all applicable suppliers shall provide the OWNER with its address, phone number, fax number, contact person, and e-mail address prior to the commencement of WORK on the project.

Failure to comply with these requirements may delay progress payments to the CONTRACTOR. Final payment to the CONTRACTOR will be held until full compliance with the Ohio Revised Code Chapter 4115 and the Ohio Administrative Rules and Regulations 4101:9-4 has been met.

**Please reference the project listing on the City's Bonfire portal for the prevailing wage rates. These rates are provided in PDF format.**

### **EXPERIENCE RECORD**

As part of the OWNER'S investigation to determine the lowest and best BID, the BIDDER is required to provide detailed information on the forms herein, or on a sheet attached to this page, evidence of the BIDDER'S responsibility, experience, skill, and financial standing to complete this CONTRACT in the time allotted. The OWNER may make other such investigations to determine the ability of the BIDDER to perform the WORK. BIDDERS are urged to include a completed Experience Record form with their BID. If not included with the BID, a completed Experience Record form shall be submitted to the CITY within two (2) business days of the BID Closing Date and Time.

1. List similar projects (a minimum of 3) completed in the last 5 years including the following:

<b>Name of Project #1:</b>	
Project Location:	
Project Description:	
Original Completion Date:	
Final Completion Date:	
Original Contract Amount:	
Final Contract Amount:	
Project Owner:	
Owner's Contact Name:	
Owner's Contact Phone:	
Owner's Email Address:	

<b>Name of Project #2:</b>	
Project Location:	
Project Description:	
Original Completion Date:	
Final Completion Date:	
Original Contract Amount:	
Final Contract Amount:	
Project Owner:	
Owner's Contact Name:	
Owner's Contact Phone:	
Owner's Email Address:	

<b>Name of Project #3:</b>	
Project Location:	
Project Description:	
Original Completion Date:	
Final Completion Date:	
Original Contract Amount:	
Final Contract Amount:	
Project Owner:	
Owner's Contact Name:	
Owner's Contact Phone:	
Owner's Email Address:	

**EXPERIENCE RECORD CONTINUED**

2. List all current and uncompleted private and public work including the following information:

<b>Name of Project:</b>	
Project Location:	
Project Description:	
Original Completion Date:	
Proposed Completion Date:	
Original Contract Amount:	
Estimated Final Contract Amount:	
Project Owner:	
Owner's Contact Name:	
Owner's Contact Phone:	
Owner's Email Address:	

<b>Name of Project:</b>	
Project Location:	
Project Description:	
Original Completion Date:	
Proposed Completion Date:	
Original Contract Amount:	
Estimated Final Contract Amount:	
Project Owner:	
Owner's Contact Name:	
Owner's Contact Phone:	
Owner's Email Address:	

<b>Name of Project:</b>	
Project Location:	
Project Description:	
Original Completion Date:	
Proposed Completion Date:	
Original Contract Amount:	
Estimated Final Contract Amount:	
Project Owner:	
Owner's Contact Name:	
Owner's Contact Phone:	
Owner's Email Address:	

### SUBCONTRACTORS

As part of the OWNER'S investigation to determine the lowest and best BID, the BIDDER is required to state the proposed SUBCONTRACTORS to be utilized in the WORK. BIDDERS are urged to include a completed Subcontractors form with their BID. If not included with the BID, a completed Subcontractors form shall be submitted to the CITY within two (2) business days of the BID Closing Date and Time.

Any changes from the listed SUBCONTRACTORS should be communicated to the OWNER in writing. The OWNER reserves the right, in its sole discretion, to reject a proposed SUBCONTRACTOR. The following information shall be provided:

<b>Name of Firm:</b>	
Proposed Subcontracted Work:	
Subcontractor Owner's Name:	
Subcontractor Address:	
Subcontractor Telephone:	
Subcontracted Dollar Amount:	
Subcontracted Percentage:	

<b>Name of Firm:</b>	
Proposed Subcontracted Work:	
Subcontractor Owner's Name:	
Subcontractor Address:	
Subcontractor Telephone:	
Subcontracted Dollar Amount:	
Subcontracted Percentage:	

<b>Name of Firm:</b>	
Proposed Subcontracted Work:	
Subcontractor Owner's Name:	
Subcontractor Address:	
Subcontractor Telephone:	
Subcontracted Dollar Amount:	
Subcontracted Percentage:	

**BID GUARANTY**

All bids must be accompanied by a BID GUARANTY. The recommended form of BID GUARANTY is a BID GUARANTY and CONTRACT Bond in the full amount of the bid, including all add alternates, as prescribed by Section 153.571 of the Ohio Revised Code. Other acceptable forms of BID GUARANTY include a bid bond equal to ten percent (10%) of the bid plus all add alternates. Bid security issued in bond form, shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

**RECOMMENDED BID GUARANTY FORM**

(Form of combined Bid Guaranty and Bond prescribed by Ohio Revised Code Section 153.571)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_, as Principal, at \_\_\_\_\_ (Address) and \_\_\_\_\_ (licensed to do business and execute bonds in the State of Ohio) as Surety, are hereby held and firmly bound unto the City of Westerville, Ohio, as Obligee in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on \_\_\_\_\_, 20\_\_\_\_, to undertake the project known as **Walnut Ridge Park Improvements (Project No. 2024-004)**. The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate bids made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_). (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referenced project;

NOW, THEREFORE, if the Obligee accepts the Bid of the Principal, and the Principal fails to enter into a proper CONTRACT in accordance with the Bid, Plans, Specifications, details, and bills of material; and in the event the Principal pays to the Obligee the difference, not to exceed ten percent of the penal sum hereof between the amount specified in the Bid and such larger amount for which the Obligee may in good faith CONTRACT with the Bidder determined by the Obligee to be the next lowest responsive and responsible to perform the Work covered by the Bid; or in the event the Obligee does not award the CONTRACT to such next lowest responsive and responsible Bidder and resubmits the Project for bidding, the Principal pays to the Obligee the difference not to exceed ten percent of the penal sum 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 10 days after the awarding of the CONTRACT, enters into a proper CONTRACT and executes the Agreement Form in accordance with the CONTRACT DOCUMENTS, including without limitation the Bid, Plans, Specifications, details, and bills of material, which said CONTRACT is made a part of this Bond the same as though set forth herein; and

NOW ALSO, 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 CONTRACT DOCUMENTS, including without limitation Plans, Specifications, details, and bills of material therefore; and shall pay all lawful claims of Subcontractors, Material Suppliers and laborers for labor performed and materials furnished in the carrying forward, performing or completing of said CONTRACT; we, agreeing and assenting that this undertaking shall be for the benefit of any Subcontractor, Material Suppliers or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that

the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions or additions, in or to the terms of said CONTRACT, the Work thereunder or the CONTRACT DOCUMENTS, including without limitation the Plans and Specifications, therefore, shall in any way affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions in or to the terms of the CONTRACT, the Work, or the CONTRACT DOCUMENTS, including without limitation the Plans and Specifications.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Principal:

Surety:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

By:

\_\_\_\_\_

Title:

\_\_\_\_\_

Title:

\_\_\_\_\_

Surety Company Address:

\_\_\_\_\_

Surety Agent 's Address:

\_\_\_\_\_

**WALNUT RIDGE PARK IMPROVEMENTS (Project No. 2024-004)**

**BID SCHEDULE**

<u>ITEM</u>	<u>SPEC</u>	<u>CMS</u>	<u>DESCRIPTION</u>	(A)	<u>UNIT</u>	(B)	(C)
				<u>QUANTITY</u>		<u>UNIT PRICE</u>	<u>Unit Item TOTAL IN FIGURES (A x B)</u>
<b>DEMOLITION</b>							
1	COLS	201	Clearing and Grubbing	1.00	LS	\$	\$
2	COLS	201	Tree Removed, 18-inch size	19.00	EA	\$	\$
3	COLS	201	Tree Removed, 30-inch size	2.00	EA	\$	\$
4	COLS	201	Tree Removed, 48-inch size	2.00	EA	\$	\$
5	COLS	201	Stump Removed, 18-inch size	19.00	EA	\$	\$
6	COLS	201	Stump Removed, 30-inch size	2.00	EA	\$	\$
7	COLS	201	Stump Removed, 48-inch size	2.00	EA	\$	\$
8	COLS	202	Asphalt Pavement Removed	6,059.00	SY	\$	\$
9	COLS	202	Concrete Pavement Removed	8,098.00	SF	\$	\$
10	COLS	202	Concrete Barrier Curb Removed	10.00	FT	\$	\$
11	COLS	202	Concrete Curb & Gutter Removed	13.00	FT	\$	\$
12	COLS	202	Concrete Flush Curb Removed	2.00	FT	\$	\$
13	COLS	202	Wooden Bridge and Foundations Removed	1,531.00	SF	\$	\$
14	COLS	202	Parking Block Removed	7.00	EA	\$	\$
15	COLS	202	Chain Link Fence Removed	910.00	FT	\$	\$
16	COLS	202	Backstop Removed	3.00	EA	\$	\$
17	COLS	202	Basketball Pole / Hoop Removed	3.00	EA	\$	\$
18	COLS	202	Bench Removed	8.00	EA	\$	\$
19	COLS	202	Sign and Post Removed	2.00	EA	\$	\$
20	COLS	202	Bike Rack Removed	3.00	EA	\$	\$
21	COLS	202	Bollard and Foundation Removed	5.00	EA	\$	\$
22	COLS	202	Grill and Foundation Removed	1.00	EA	\$	\$
23	COLS	202	Catch Basin Removed	5.00	EA	\$	\$
24	COLS	202	Utility Pipe Removed	188.00	FT	\$	\$
25	COLS	202	Bench Salvaged for Relocation	2.00	EA	\$	\$
26	COLS	202	Boulder Salvaged for Relocation	9.00	EA	\$	\$

**WALNUT RIDGE PARK IMPROVEMENTS (Project No. 2024-004)**

**BID SCHEDULE**

<u>ITEM</u>	<u>SPEC</u>	<u>CMS</u>	<u>DESCRIPTION</u>	<u>(A)</u> <u>QUANTITY</u>	<u>UNIT</u>	<u>(B)</u> <u>UNIT PRICE</u>	<u>(C)</u> <u>Unit Item TOTAL IN</u> <u>FIGURES (A x B)</u>
27	COLS	202	Limestone Block Salvaged for Relocation	15.00	EA	\$	\$
28	COLS	202	Storage Box Salvaged	3.00	EA	\$	\$
29	COLS	630	Sign Salvaged for Relocation	5.00	EA	\$	\$
30	COLS	655	Tree Protection Fence	1.00	LS	\$	\$
<b>EARTHWORK AND GRADING</b>							
31	COLS	203	Excavation	12,090.00	CY	\$	\$
32	COLS	203	Embankment	21,400.00	CY	\$	\$
33	COLS	203	Borrow	9,310.00	CY	\$	\$
34	SPEC	SPEC	Assorted River Stone (2" - 8" size), As Per Plan	90.00	CY	\$	\$
<b>PAVEMENT</b>							
35	COLS	204	Excavation of Subgrade, As Directed (Contingency)	20.00	CY	\$	\$
36	COLS	204	Subgrade Compaction	3,820.00	SY	\$	\$
37	COLS	204	Geotextile Fabric	634.00	SY	\$	\$
38	COLS	206	Cement Stabilized Subgrade, 12" Deep	2,584.00	SY	\$	\$
39	COLS	206	Cement	67.00	TON	\$	\$
40	COLS	206	Curing Coat	2,584.00	SY	\$	\$
41	COLS	253	Pavement Repair	3.00	SY	\$	\$
42	COLS	301	Asphalt Concrete Base	97.00	CY	\$	\$
43	COLS	304	Aggregate Base	568.00	CY	\$	\$
44	COLS	304	Aggregate Base, As Directed (Contingency)	20.00	CY	\$	\$
45	COLS	407	Non-tracking Tack Coat (0.10 Gal./SY)	409.00	GAL	\$	\$
46	COLS	608	4" Concrete Walk (Westerville Std Dwg RD-05)	16,271.00	SF	\$	\$
47	COLS	609	Combination Curb & Gutter, Type Standard (Westerville Std Dwg RD-02)	13.00	LF	\$	\$
48	COLS	609	Flush 6" Concrete Curb, As Per Plan	124.00	LF	\$	\$
49	COLS	630	Sign Support Assembly, Pole Mounted, As Per Plan	5.00	EA	\$	\$

## WALNUT RIDGE PARK IMPROVEMENTS (Project No. 2024-004)

## BID SCHEDULE

ITEM	SPEC	CMS	DESCRIPTION	(A)	UNIT	(B)	(C)
				QUANTITY		UNIT PRICE	Unit Item TOTAL IN FIGURES (A x B)
50	COLS	630	Ground Mounted Support, No. 3 Post, As Per Plan	33.00	FT	\$	\$
51	COLS	630	Sign, Flat Sheet, Type G, As Per Plan	8.00	SF	\$	\$
52	COLS	642	Parking Lot Stall Marking, 4" White, Type 1	1,228.00	FT	\$	\$
53	COLS	642	Handicap Symbol Marking, Type 1	3.00	EA	\$	\$
54	COLS	642	Crosswalk Line, 24", Type 1	106.00	FT	\$	\$
55	COLS	1530	Asphalt Concrete, Intermediate Course, Type 1 (448) PG64-22	108.00	CY	\$	\$
56	COLS	1530	Asphalt Concrete, Surface Course, Type 1 (448) PG64-22	156.00	CY	\$	\$
57	SPEC	SPEC	Specialty Asphalt Pavement, Intermediate Course, Type 2 (448) PG64-22	36.00	CY	\$	\$
58	SPEC	SPEC	Specialty Asphalt Pavement, Surface Course, Type 1 (448) PG64-22	27.00	CY	\$	\$
59	SPEC	SPEC	Pervious Concrete Pavement	1,977.00	SF	\$	\$
60	SPEC	SPEC	Concrete Parking Block	59.00	EA	\$	\$
<b>DRAINAGE</b>							
61	WEST	12832	Temporary Sediment & Erosion Controls	1.00	LS	\$	\$
62	WEST	12832	Storm Water Pollution Prevention Plan	1.00	LS	\$	\$
63	COLS	601	Rock Channel Protection, Type C w/Filter	11.00	CY	\$	\$
64	COLS	601	Rock Channel Protection, Type A w/Filter	45.00	CY	\$	\$
65	COLS	601	Grouted Riprap Type A	1.00	SY	\$	\$
66	COLS	603	6" Conduit, Type A	50.00	FT	\$	\$
67	COLS	603	6" Conduit, Type E	50.00	FT	\$	\$
68	COLS	603	6" Conduit, Type F	50.00	FT	\$	\$
69	COLS	604	Catch Basin (AA-S133A)	8.00	EA	\$	\$
70	COLS	604	Endwall (AA-S169)	5.00	EA	\$	\$
71	COLS	604	Precast Reinforced Outlet (DM-1.1)	4.00	EA	\$	\$
72	COLS	605	4" Underdrain, 720.12 Type SP	264.00	FT	\$	\$
73	COLS	605	4" Underdrain, As Per Plan	3,794.00	FT	\$	\$
74	COLS	605	6" Underdrain, 720.12 Type SP	174.00	FT	\$	\$

**WALNUT RIDGE PARK IMPROVEMENTS (Project No. 2024-004)**

**BID SCHEDULE**

ITEM	SPEC	CMS	DESCRIPTION	(A)	UNIT	(B)	(C)
				QUANTITY		UNIT PRICE	Unit Item TOTAL IN FIGURES (A x B)
75	COLS	605	6" Underdrain, As Per Plan	1,324.00	FT	\$	\$
76	COLS	901	12" Storm Pipe (706.02) with Type 1 Bedding	73.00	FT	\$	\$
77	COLS	901	12" Storm Pipe (720.13) with Type 1 Bedding	259.00	FT	\$	\$
78	COLS	901	15" Storm Pipe (720.13) with Type 1 Bedding	566.00	FT	\$	\$
79	COLS	1604	Bioretention Soil	104.00	CY	\$	\$
80	SPEC	SPEC	Bioretention Filter Layer	21.00	CY	\$	\$
81	SPEC	SPEC	Bioretention Drainage Layer	42.00	CY	\$	\$
82	SPEC	SPEC	Pipe Cleanout	160.00	FT	\$	\$
83	SPEC	SPEC	Connect to Existing Storm System	5.00	EA	\$	\$
<b>MISCELLANEOUS</b>							
84	COLS	509	Concrete Abutment, As Per Plan	41.00	CY	\$	\$
85	COLS	623	Construction Staking	1.00	LS	\$	\$
86	COLS	624	Mobilization	1.00	LS	\$	\$
87	SPEC	SPEC	Boardwalk Deck, As Per Plan	7,638.00	SF	\$	\$
88	SPEC	SPEC	Boardwalk Kick Rail, As Per Plan	1,654.00	FT	\$	\$
89	SPEC	SPEC	Boardwalk Guard Rail, As Per Plan	102.00	FT	\$	\$
90	SPEC	SPEC	Helical Pier, As Per Plan	138.00	EA	\$	\$
91	SPEC	SPEC	"No Smoking" Sign, As Per Plan	1.00	EA	\$	\$
92	SPEC	SPEC	Relocated Donor Sign, As Per Plan	3.00	EA	\$	\$
93	SPEC	SPEC	Relocated Bleacher, As Per Plan	2.00	EA	\$	\$
94	SPEC	SPEC	Relocated Boulder, As Per Plan	9.00	EA	\$	\$
95	SPEC	SPEC	Relocated Limestone Block, As Per Plan	13.00	EA	\$	\$
96	SPEC	SPEC	Stepping Stones, As Per Plan	11.00	EA	\$	\$
97	SPEC	SPEC	Boulder, As Per Plan	25.00	EA	\$	\$

## WALNUT RIDGE PARK IMPROVEMENTS (Project No. 2024-004)

## BID SCHEDULE

ITEM	SPEC	CMS	DESCRIPTION	(A)	UNIT	(B)	(C)
				QUANTITY		UNIT PRICE	Unit Item TOTAL IN FIGURES (A x B)
<b>ATHLETICS</b>							
98	WEST	12119	Sport Court Acrylic Surface Treatment	634.00	SY	\$	\$
99	SPEC	SPEC	Skinned Infield	20,532.00	SF	\$	\$
100	SPEC	SPEC	Baseball Backstop	2.00	EA	\$	\$
101	SPEC	SPEC	4' High Chain-link Fence	706.00	FT	\$	\$
102	SPEC	SPEC	6' High Chain-link Fence	414.00	FT	\$	\$
103	SPEC	SPEC	8' High Chain-link Fence	317.00	FT	\$	\$
104	SPEC	SPEC	Baseball Foul Pole (20' w/o wing)	4.00	EA	\$	\$
105	SPEC	SPEC	Dugout System (10'x32')	4.00	EA	\$	\$
106	SPEC	SPEC	Team Bench (21' Long)	4.00	EA	\$	\$
107	SPEC	SPEC	Baseball Bases, Home Plate & Pitching Rubber	2.00	LS	\$	\$
108	SPEC	SPEC	Basketball System	2.00	EA	\$	\$
<b>SITE FURNISHINGS</b>							
109	SPEC	SPEC	Grill, As Per Plan	1.00	EA	\$	\$
110	SPEC	SPEC	Bench, As Per Plan	4.00	EA	\$	\$
111	SPEC	SPEC	Table, As Per Plan	5.00	EA	\$	\$
112	SPEC	SPEC	Bike Rack, As Per Plan	3.00	EA	\$	\$
<b>LANDSCAPE</b>							
113	COLS	659	Seeding and Mulching, As Per Plan (Turfgrass Seeding)	13,448.00	SY	\$	\$
114	COLS	659	Seeding and Mulching, As Per Plan (Meadow Mix 1)	15,898.00	SY	\$	\$
115	COLS	659	Seeding and Mulching, As Per Plan (Meadow Mix 2)	3,864.00	SY	\$	\$
116	COLS	661	Acer rubrum 'Brandywine'; Brandywine maple; 2" Cal.; B&B, As Per Plan	5.00	EA	\$	\$
117	COLS	661	Acer rubrum 'Red Sunset'; Red Sunset Maple; 2" Cal.; B&B, As Per Plan	2.00	EA	\$	\$
118	COLS	661	Acer saccharum 'Fall Fiesta'; Fall Fiesta Sugar Maple; 2" Cal.; B&B, As Per Plan	4.00	EA	\$	\$
119	COLS	661	Acer saccharum 'Green Mountain'; Green Mountain Sugar Maple; 2" Cal.; B&B, As Per Plan	2.00	EA	\$	\$

**WALNUT RIDGE PARK IMPROVEMENTS (Project No. 2024-004)**

**BID SCHEDULE**

ITEM	SPEC	CMS	DESCRIPTION	(A)	UNIT	(B)	(C)
				QUANTITY		UNIT PRICE	Unit Item TOTAL IN FIGURES (A x B)
120	COLS	661	Amelanchier x grandiflora 'Autumn Brilliance'; Autumn Brilliance Serviceberry; 7' Ht.; B&B, As Per Plan	2.00	EA	\$	\$
121	COLS	661	Betula nigra 'Heritage'; Heritage River Birch; 12' Ht.; B&B, As Per Plan	7.00	EA	\$	\$
122	COLS	661	Catalpa speciosa; Heartland Catalpa; 2" Cal.; B&B, As Per Plan	3.00	EA	\$	\$
123	COLS	661	Celtis occidentalis; American hackberry; 2" Cal.; B&B, As Per Plan	2.00	EA	\$	\$
124	COLS	661	Cercis canadensis; Redbud; 2" Cal.; B&B, As Per Plan	3.00	EA	\$	\$
125	COLS	661	Cladrastis kentukea; American Yellowwood; 2" Cal.; B&B, As Per Plan	2.00	EA	\$	\$
126	COLS	661	Crataegus viridis 'Winter King'; Winter King Hawthorn; 2" Cal.; B&B, As Per Plan	2.00	EA	\$	\$
127	COLS	661	Liriodendron tulipifera; Tulip Tree; 2" Cal.; B&B, As Per Plan	2.00	EA	\$	\$
128	COLS	661	Nyssa sylvatica; Black Tupelo; 2" Cal.; B&B, As Per Plan	5.00	EA	\$	\$
129	COLS	661	Platanus x acerifolia; London Planetree; 2" Cal.; B&B, As Per Plan	7.00	EA	\$	\$
130	COLS	661	Prunus x yedoensis; Yoshino Cherry; 2" Cal.; B&B, As Per Plan	4.00	EA	\$	\$
131	COLS	661	Quercus alba; White Oak; 2" Cal.; B&B, As Per Plan	2.00	EA	\$	\$
132	COLS	661	Quercus bicolor; Swamp White Oak; 2" Cal.; B&B, As Per Plan	3.00	EA	\$	\$
133	COLS	661	Quercus ellipsoidalis; Northern Pin Oak; 2" Cal.; B&B, As Per Plan	2.00	EA	\$	\$
134	COLS	661	Taxodium distichum; Bald Cypress; 2" Cal.; B&B, As Per Plan	8.00	EA	\$	\$
135	COLS	661	Ulmus frontier; Frontier Elm; 2" Cal.; B&B, As Per Plan	10.00	EA	\$	\$
136	COLS	661	Cladrastis kentukea; American Yellowwood; 4" Cal.; B&B, As Per Plan	3.00	EA	\$	\$
137	COLS	661	Juniperus virginiana 'Burkii'; Burk Juniper; 6' Ht.; B&B, As Per Plan	6.00	EA	\$	\$
138	COLS	661	Ilex verticillata 'Red Sprite'; Red Sprite Winterberry; 18" Ht.; Cont., As Per Plan	19.00	EA	\$	\$
139	COLS	661	Viburnum dentatum 'Synnestvedt'; Chicago Lustre Arrowwood Viburnum; 24" Ht.; B&B, As Per Plan	3.00	EA	\$	\$
140	COLS	661	Panicum Virgatum; Switchgrass; 18" Ht., Cont., As Per Plan	27.00	EA	\$	\$
141	COLS	661	Echinacea Purpurea 'Magnus'; Magnus' Purple Coneflower; 24" Ht., Cont., As Per Plan	17.00	EA	\$	\$
142	COLS	661	Reinstalled Deciduous Tree, As Per Plan	11.00	EA	\$	\$
143	SPEC	SPEC	Slow-Release Tree Watering Bag, As Per Plan	90.00	EA	\$	\$
<b>INFORMAL TOTAL BASE BID, ITEMS 1 through 143</b>							<b>\$</b>

**WALNUT RIDGE PARK IMPROVEMENTS (Project No. 2024-004)**

**BID SCHEDULE**

<u>ITEM</u>	<u>SPEC</u>	<u>CMS</u>	<u>DESCRIPTION</u>	<u>(A)</u> <u>QUANTITY</u>	<u>UNIT</u>	<u>(B)</u> <u>UNIT PRICE</u>	<u>(C)</u> <u>Unit Item TOTAL IN</u> <u>FIGURES (A x B)</u>
<b>PLANTING SOIL BID ALTERNATES - Only one (1) of the two Alternates below will be awarded (A1 or A2)</b>							

**BID ALTERNATE A1**

REQUIRES PLANTING SOIL WORK IN ACCORDANCE WITH THE NOTES ON THE PLANS

A1-1	COLS	653	Planting Soil, As Per Plan	3,700.00	CY	\$ _____	\$ _____
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**BID ALTERNATE A2**

REQUIRES PLANTING SOIL WORK IN ACCORDANCE WITH THE NOTES ON THE PLANS BUT NO COMPOST ADDITIVE

A2-1	COLS	653	Planting Soil, As Per Plan <b>MODIFIED (No Compost Additive)</b>	3,700.00	CY	\$ _____	\$ _____
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**FLUSH CURB BID ALTERNATE**

**BID ALTERNATE B**

REQUIRES INSTALLATION OF CURBING

B-1	SPEC	SPEC	12" Wide Flush Concrete Curb, As Per Plan	1,275.00	FT	\$ _____	\$ _____
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Bidders are required to BID the Base BID and all ALTERNATES. Unit Prices set forth shall include all materials, equipment, labor, delivery, installation, overhead, profit, and any other cost or expense, in connection with or incidental to, the performance of that portion of the WORK to which the prices apply. The City of Westerville reserves the right to award the CONTRACT to the lowest and best BIDDER for the Base Bid only or for the Base Bid plus any combination of the alternates.

To the City of Westerville, Ohio, hereinafter called OWNER. In compliance with your Advertisement for BIDS, BIDDER hereby proposes to perform all WORK in strict accordance with the CONTRACT DOCUMENTS and to the complete satisfaction of the City, within the time and at the prices stated herein. By submission of this BID, each BIDDER certifies, and in case of a joint BID, each party thereto certifies as to their own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this CONTRACT on or after a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT on or before **October 23, 2026**. BIDDER further agrees to pay liquidated damages as provided in Section 108.07 of the General Provisions and Section SP 9 of the Special Provisions.

BIDDER acknowledges the receipt of the following ADDENDUM(s): \_\_\_\_\_

CONTRACTOR: _____	DOING BUSINESS AS: _____
ADDRESS: _____	Insert "a corporation", "a partnership", or "an individual" as applicable
CITY/STATE: _____	PHONE NUMBER: _____
DATE: _____	FAX NUMBER: _____
TITLE: _____	EMAIL ADDRESS: _____
SIGNATURE: _____	WEBSITE: _____

**\*\*THE BID MUST BE SIGNED\*\***

# **CONTRACT FORMS**

**NONCOLLUSION AFFIDAVIT**

State of: \_\_\_\_\_

County of: \_\_\_\_\_

BID Identification: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

Being first duly sworn, deposes as says that he/she is:

\_\_\_\_\_ of \_\_\_\_\_  
(sole owner, a partnership, president etc.) (name of company)

the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID, and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham BID, or that anyone shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the Contract or anyone interested in the proposed Contract; that all statements contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in its general business.

Signed: \_\_\_\_\_

Subscribed and sworn to before me this

\_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_

Seal of Notary

\_\_\_\_\_

**PERSONAL PROPERTY TAX AFFIDAVIT**

FOR  
THE CITY OF WESTERVILLE, OHIO  
(SECTION 5719.042 ORC)

Re: **Walnut Ridge Park Improvements, Project No. 2024-004**

To: Director of Finance, City of Westerville, Ohio

State of: \_\_\_\_\_

County of: \_\_\_\_\_

By (Bidder): \_\_\_\_\_

Address: \_\_\_\_\_

Affiant: \_\_\_\_\_

Title: \_\_\_\_\_

being first duly sworn, says that on \_\_\_\_\_, it (check at left of paragraph 1 or 2; if 2, fill in the appropriate data):

\_\_\_\_\_1. Was not charged with any delinquent personal property taxes on the general tax list of personal property of Franklin and Delaware Counties

\_\_\_\_\_2. Was charged with delinquent personal property taxes on the general tax list of personal property of Franklin and/or Delaware Counties and the amount due and unpaid delinquent taxes, penalties, and interest are:

	<u>Tax</u>	<u>Penalties</u>	<u>Interest</u>
FRANKLIN COUNTY	\$ _____	\$ _____	\$ _____
DELAWARE COUNTY	\$ _____	\$ _____	\$ _____

That this Affidavit shall be incorporated into the Contract between the undersigned and the City of Westerville.

Signed: \_\_\_\_\_

Subscribed and sworn to before me this

\_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_

Seal of Notary

\_\_\_\_\_

### AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_ 2026, by and between the City of Westerville, hereinafter called "CITY" or OWNER" and \_\_\_\_\_ doing business as (individual, partnership, or corporation) hereinafter called "CONTRACTOR." WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the **Walnut Ridge Park Improvements, Project No. 2024-004.**
2. The CONTRACTOR will furnish all of the material supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the WORK required by the CONTRACT DOCUMENTS on or after the date specified in the NOTICE TO PROCEED and will fully complete the PROJECT on or before **October 23, 2026** unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ \_\_\_\_\_ subject to additions and deductions by CHANGE ORDERS.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
  - (A) Bidding Requirements and Forms including Bidders Checklist, Notice to Bidders, Information to Bidders, Prevailing Wage Rates & Affidavit, Experience Record, Subcontractors, Bid Guaranty, Recommended Bid Guaranty Form, Bid Schedule;
  - (B) Contract Forms including Noncollusion Affidavit, Personal Property Tax Affidavit, Agreement Fiscal Officer's Statement, Performance Bond and Payment Bond, Notice of Award, Notice to Proceed, Change Order, General Provisions, Special Provisions, Specifications, Supplemental Specifications, and Appendix;
  - (C) PLANS prepared by the City and numbered \_\_\_\_\_ dated \_\_\_\_\_ and revised \_\_\_\_\_.
  - (D) SPECIFICATIONS and SUPPLEMENTAL SPECIFICATIONS prepared or issued by the City, dated February 3, 2026 and revised \_\_\_\_\_ 2026.
  - (E) ADDENDA:
    - No. \_\_\_\_\_, dated \_\_\_\_\_, 2026
    - No. \_\_\_\_\_, dated \_\_\_\_\_, 2026
    - No. \_\_\_\_\_, dated \_\_\_\_\_, 2026
6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the GENERAL PROVISIONS such amounts as required by the CONTRACT DOCUMENTS.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement. This Agreement may be executed in any number of counterparts all of which shall constitute one and the same instrument, and either party hereto may execute this Agreement by signing one or more counterparts. Manual or electronic signatures, transmitted in original or facsimile (which includes photocopies, faxes, PDF, and scanned documents sent by any method) shall be valid for purposes of this Agreement.

CITY OF WESTERVILLE, OHIO

By \_\_\_\_\_  
Monica Dupee  
City Manager

(SEAL)

ATTEST:

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CONTRACTOR

By \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

(SEAL)

ATTEST:

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FISCAL OFFICER'S STATEMENT**

I, Matt Yoder, Director of Finance, hereby certify that I am the qualified and acting fiscal officer of the City of Westerville, Ohio, and that the amount of money to wit \$\_\_\_\_\_ required to meet the cost of the attached agreement between the City of Westerville (OWNER) and \_\_\_\_\_ (CONTRACTOR) for the Walnut Ridge Park Improvements (Project No. 2024-004) has been lawfully appropriated for the purpose of said Agreement and the money so appropriated is on deposit (in process of collection) to the credit of the appropriate fund free from any previous encumbrances.

PO# \_\_\_\_\_

\_\_\_\_\_ 2026

\_\_\_\_\_  
Matt Yoder  
Director of Finance

(SEAL)

**PERFORMANCE BOND AND PAYMENT BOND**

A Performance Bond and Payment Bond meeting the requirements of Sections 153.54, 153.57, and 153.571 of the Ohio Revised Code, with a Surety qualified to do business in the State of Ohio will be required for the faithful performance of the WORK.

# **GENERAL PROVISIONS**

## 101 - DEFINITIONS AND TERMS

- 101.01 General
- 101.02 Abbreviations
- 101.03 Definitions
- 101.04 Interpretations

**101.01 General.** These Construction and Material Specifications are written to the Bidder before award of the Contract and to the Contractor after award of the Contract. The sentences that direct the Contractor to perform Work are written as commands. For example, a requirement to provide cold-weather protection would be expressed as, “Provide cold-weather protection for concrete,” rather than “The Contractor shall provide cold-weather protection for concrete.” In the imperative mood, the subject “the Bidder” or “the Contractor” is understood.

All requirements to be performed by others have been written in the active voice. Sentences written in the active voice identify the party responsible for performing the action. For example, “The Engineer will determine the density of the compacted material.” Certain requirements of the Contractor may also be written in the active voice, rather than the active voice and imperative mood, if the sentence includes requirements for others in addition to the Contractor. For example, “If the Contractor, at any time, fails to comply with the provisions of 105.14, the Engineer will immediately notify the Contractor of such non-compliance.”

Sentences that define terms, describe a product or desired result, or describe a condition that may exist are written in indicative mood. These types of sentences use verbs requiring no action. For example, “The characteristics of the soils actually encountered in the subgrade may affect the quality of the cement and depth of treatment necessary.”

**101.02 Abbreviations.** The following abbreviations, when used in the Contract Documents, represent the full text shown below.

<b>AAN</b>	<b>American Association of Nurserymen</b>
<b>AASHTO</b>	<b>American Association of State Highway and Transportation Officials</b>
<b>ACI</b>	<b>American Concrete Institute</b>
<b>AIA</b>	<b>American Institute of Architects</b>
<b>AISC</b>	<b>American Institute of Steel Construction</b>
<b>AISI</b>	<b>American Iron and Steel Institute</b>
<b>ANSI</b>	<b>American National Standards Institute</b>
<b>AREA</b>	<b>American Railway Engineering Association</b>
<b>ASA</b>	<b>American Standards Association</b>
<b>ASCE</b>	<b>American Society of Civil Engineers</b>
<b>ASME</b>	<b>American Society of Mechanical Engineers</b>
<b>ASTM</b>	<b>American Society for Testing and Materials</b>
<b>AWG</b>	<b>American Wire Gage</b>
<b>AWPA</b>	<b>American Wood Preservers’ Association</b>
<b>AWS</b>	<b>American Welding Society</b>
<b>AWWA</b>	<b>American Water Works Association</b>

<b>BMP</b>	<b>Best Management Practice (erosion)</b>
<b>BUSTR</b>	<b>Bureau of Underground Storage Tank Regulations (Division of Fire)</b>
<b>CCC</b>	<b>Columbus City Codes, 1959</b>
<b>CCRL</b>	<b>Cement and Concrete Reference Laboratory</b>
<b>CFR</b>	<b>Code of Federal Regulations</b>
<b>CMS</b>	<b>Construction and Material Specifications- as referenced in Bid Schedule</b>
<b>COLS</b>	<b>Columbus Construction and Material Specifications</b>
<b>CPESC</b>	<b>Certified Professional in Erosion and Sediment Control</b>
<b>CRSI</b>	<b>Concrete Reinforcing Steel Institute</b>
<b>EEI</b>	<b>Edison Electric Institute</b>
<b>EIA</b>	<b>Electronic Industries Alliance</b>
<b>EPA</b>	<b>Environmental Protection Agency</b>
<b>FEMA</b>	<b>Federal Emergency Management Agency</b>
<b>FHWA</b>	<b>Federal Highway Administration, Department of Transportation</b>
<b>FSS</b>	<b>Federal Specifications and Standards, General Services Administration</b>
<b>GFRP</b>	<b>GLASS-FIBER-REINFORCED POLYMER</b>
<b>ICEA</b>	<b>Insulated Cable Engineers Association</b>
<b>IEEE</b>	<b>Institute of Electrical and Electronic Engineers</b>
<b>IES</b>	<b>Illuminating Engineering Society</b>
<b>IME</b>	<b>Institute of Makers of Explosives</b>
<b>IMSA</b>	<b>International Municipal Signal Association</b>
<b>IPCEA</b>	<b>Insulated Power Cable Engineering Association</b>
<b>IPS</b>	<b>International Pipe Standard</b>
<b>ISSA</b>	<b>International Slurry Seal Association</b>
<b>ITE</b>	<b>Institute of Transportation Engineers</b>
<b>JMF</b>	<b>Job Mix Formula</b>
<b>MSDS</b>	<b>Material Safety Data Sheets</b>
<b>NACE</b>	<b>National Association of Corrosion Engineers</b>
<b>NCHRP</b>	<b>National Cooperative Highway Research Program</b>
<b>NEMA</b>	<b>National Electrical Manufacturers Association</b>
<b>NHI</b>	<b>National Highway Institute</b>
<b>NIST</b>	<b>National Institute of Standards and Technology</b>
<b>NOI</b>	<b>Notice of Intent</b>
<b>NPDES</b>	<b>National Pollutant Discharge Elimination System</b>
<b>OAC</b>	<b>Ohio Administrative Code</b>
<b>ODNR</b>	<b>Ohio Department of Natural Resources</b>
<b>ODOT</b>	<b>Ohio Department of Transportation Construction and Material Specifications</b>
<b>OEPA</b>	<b>Ohio Environmental Protection Agency</b>
<b>OMUTCD</b>	<b>Ohio Manual of Uniform Traffic Control Devices</b>
<b>ORC</b>	<b>Ohio Revised Code</b>
<b>ORDC</b>	<b>Ohio Rail Development Commission</b>
<b>OSHA</b>	<b>Occupation Safety &amp; Health Act</b>
<b>OWPCA</b>	<b>Ohio Water Pollution Control Act</b>
<b>PCC</b>	<b>Portland Cement Concrete</b>
<b>PCI</b>	<b>Precast/Prestressed Concrete Institute</b>
<b>QA</b>	<b>Quality Assurance</b>
<b>QC</b>	<b>Quality Control</b>

<b>QPL</b>	<b>Qualified Products List or Approved Producers and Products List</b>
<b>RAP</b>	<b>Recycled Asphalt Pavement</b>
<b>RH</b>	<b>Relative Humidity</b>
<b>RPCC</b>	<b>Recycled Portland Cement Concrete</b>
<b>SAE</b>	<b>Society of Automotive Engineers</b>
<b>SSPC</b>	<b>Society for Protective Coatings</b>
<b>SWPPP</b>	<b>Storm Water Pollution Prevention Plan</b>
<b>UL</b>	<b>Underwriters' Laboratories, Inc.</b>
<b>USACE</b>	<b>United States Army Corps of Engineers</b>

**101.03 Definitions.** The following terms or pronouns, when used in the Contract Documents, are defined as follows:

**Addendum or Addenda.** Written or graphic instructions issued by the City prior to the closing date and time for Bids, as identified in the Contract Documents, for the purpose of varying, modifying, interpreting, clarifying, rescinding or adding to portions of the Contract Documents.

**Advertisement.** The public announcement, as required by law, inviting Proposals for Work to be performed or materials and equipment to be furnished. Such Advertisement will indicate with reasonable accuracy the type, quantity and location of the Work to be done or the character and quality of the materials to be furnished and the time and place of the opening of Proposals. The Advertisement may have a heading of "Notice to Bidders."

**Agreement.** See Contract.

**Allowance.** A non-biddable amount of money established by the City and included in the contract, which is set aside for a specific purpose, when the exact quantity of work for that specific purpose is not known at the time of bid.

**Award.** The written acceptance by the City of a bid, in accordance with Section 132.06 of the Codified Ordinances of Westerville, Ohio.

**Bid.** Same as Proposal

**Bid Schedule.** See Proposal Form.

**Bid Guaranty.** See Proposal Guaranty.

**Bidder.** An individual, firm, partnership, or corporation submitting a Proposal for the advertised work, acting directly or through its duly authorized representative.

**Borrow Area.** The locations outside the right-of-way from which natural materials are removed for use in the work.

**Bridge.** A structure, including supports, erected over a depression or an obstruction, such as water, highway, or railway, and having a track or passageway for carrying traffic or other moving loads and having a length measured along the center of roadway of more than 10 feet between the center line of bearing of abutments or extreme limits of openings for multiple boxes.

- A. The length of a bridge structure is the over-all length measured between centerline of abutments.
- B. The roadway width of a bridge structure is the clear width measured at right angles to the longitudinal centerline of the bridge between the bottom of curbs or guardrails or, in the case of multiple height of curbs, between the bottoms of the lower risers. For curb widths of one foot or less, the roadway width shall be measured between parapets or railings.

**Business Day.** Wherever indicated inside these specifications, business days are defined as: Monday, Tuesday, Wednesday, Thursday, and Friday, excluding National Holidays and, if applicable, the day that a National Holiday is observed.

**Calendar Day or Day.** Every day shown on the calendar.

**Certified Arborist.** A professional who has passed the Certified Arborist exam administered by the International Society of Arboriculture (ISA).

**Certified Test Data.** A test report from a manufacturer's laboratory or independent laboratory listing actual test data for the specified City requirements for the samples tested and a statement by a person having legal authority to act for the supplier and/or manufacturer of the material that the test report furnished represents the material delivered to the City of Westerville project. The certification shall include the Laboratory Report No. and the name of the project to which the material is delivered. Laboratory reports signed by a Registered Professional Engineer and those signed by other personnel and notarized will be accepted for this purpose.

**Change Order.** A written order issued by the Owner to the Contractor covering changes to the terms and conditions, plans and/or quantities, within or beyond the scope of the Contract and establishing the basis of payment from existing funding and any time adjustments for the Work affected by the changes.

**City.** The City of Westerville, acting through its City Manager or properly authorized agents thereof; such agents acting severally within the scope of the particular duties entrusted to them.

**Claim(s).** A request, by the Contractor, for adjustment in Contract Sum or Time, or both, when resolution is not reached using other provisions of the Contract.

**Clean Hard Fill.** Construction and demolition debris which consists only of reinforced or nonreinforced concrete, asphalt concrete, brick, block, tile, and/or stone which can be reutilized as construction material. Brick in clean hard fill includes, but is not limited to, refractory brick and mortar. Clean hard fill does not include materials contaminated with hazardous wastes, solid wastes, or infectious wastes. (OAC 3745-400-01(E))

**Clean Soil.** Clean soil consists of soil, rock, sand, and other unaltered nontoxic geological materials that are not contaminated with petroleum, PCB's, hazardous wastes (as defined in ORC 3734.01(J)), raw sewage, trash or other solid wastes (as defined in ORC 3734.01(E)), or mixed with vegetative debris, asphalt, concrete, scrap metal, bricks, pavement, or other man-made materials constituting construction and demolition debris.

**Completion Date (Interim or Final).** The date, as shown in the Contract Documents, by which the Work shall be completed (Final) or the date by which a portion of the Work defined by the Contract shall be completed (Interim).

**Conduit.** Any pipe or similar passageway for electricity, gas, water or other utility.

**Construction Limits.** These limits encompass all Work which includes removals, room for construction equipment to complete work, site access, etc.

**Construction and Demolition Debris.** Materials resulting from the alteration, construction, destruction, rehabilitation, or repair of any physical structure that is built by humans, including, without limitation, houses, buildings, industrial or commercial facilities, or roadways. Construction and Demolition Debris includes particles and dust created during demolition activities. “Materials resulting from the alteration, construction, destruction, rehabilitation, or repair of any man-made physical structure,” are those structural and functional materials comprising the structure and surrounding site improvements, such as brick, concrete and other masonry materials, stone, glass, wall coverings, plaster, drywall, framing and finishing lumber, roofing materials, plumbing fixtures, heating equipment, electrical wiring and components containing no hazardous fluids or refrigerants, insulation, wall-to-wall carpeting, asphaltic substances, metals incidental to any of the above, and weathered railroad ties and utility poles. “Materials resulting from the alteration, construction, destruction, rehabilitation, or repair” do not include materials whose removal has been required prior to demolition, and materials which are otherwise contained within or exist outside the structure such as solid wastes, yard wastes, furniture, and appliances. Also excluded in all cases are liquids including containerized or bulk liquids, fuel tanks, drums and other closed or filled containers, tires, and batteries. (ORC 3714.01(C))

**Contract Documents.** The Contract Documents include the General Provisions, Advertisement, Invitation for Bid, Notice to Bidders, Proposal Form (Bid Schedule), Addenda, Bidders Checklist, Affidavits (e.g. Prevailing Wage Rate, Non-Collusion, and Personal Property Tax), Experience Record, Subcontractor’s Form, Contract, Contract forms and required Bid Guaranty (as specified in the Bidding Requirements and Forms), Notice of Award, Agreement, Specifications, Supplemental Specifications, Supplements, Technical Specifications, Special Provisions, Plans, Plan Notes, Standard Drawings, “Accepted” and “Accepted as Noted” Working Drawings, Principal Work Locations, Contract Performance and Payment Bond(s), Request for Information and the City’s response thereto, Notice to Proceed, Notice of Commencement, Fiscal Officer’s Statement, Change Orders, Contract Modifications, Appendix, and any other document included by reference by the City as a Contract Document, all of which constitute one instrument.

**Contract Item (Pay Item).** A specifically described unit of Work for which a price is provided in the Contract.

**Contract Modification.** A change to the terms and conditions of the executed Contract Documents beyond that approved by the City at the time of Contract award. A Contract Modification must be authorized by the City.

**Contract Performance and Payment Bond(s).** The approved form of security, executed by the Contractor and its surety or sureties, guaranteeing complete execution of the Work as required by the Contract Documents and the payment of all legal debts pertaining to the construction of the Project.

**Contract Price.** The amount of compensation bid by the Contractor for a Contract Item in the Proposal or the amount of compensation established for a Contract Item added or modified pursuant to the Contract Documents.

**Contract Sum.** The Contract Sum is stated in the Contract and, including authorized adjustments thereto, is the maximum amount payable by the City to the Contractor for the performance of the Work under the Contract Documents. The Contract Sum may include a contingency amount; however, the contingency amount is not due to the Contractor unless approved by Change Order.

**Contract Time.** The number of workdays or calendar days, including authorized adjustments, allowed for completion of the Project. When a specified Completion Date is shown in the Contract Documents instead of the number of workdays or calendar days, completion of the Project shall occur on or before that date. Specified Completion Date and Calendar Day Contracts shall be completed on or before the day indicated even when that date is a Saturday, Sunday, or Holiday.

**Contract.** The written agreement between the City and the Contractor setting forth the obligations of the parties, including, but not limited to, legal terms and conditions, the performance of the Work, the furnishing of labor and materials, and the basis of payment.

**Contractor.** The individual, firm, partnership, corporation, or other entity contracting with the City for performance of prescribed Work, acting directly or through a duly authorized representative and qualified under the requirements of the Contract Documents.

**Critical Root Zone (CRZ).** The area of soil extending from the tree trunk in which roots required for tree health and survival are located. This area is defined as a circle with a minimum radius of 1.5 feet for every 1 inch in trunk diameter at 4.5' above grade, known as Diameter of Standard Height (DSH).

**Culvert.** Any structure not classified as a Bridge that provides an opening under the roadway and/or recreational pathway.

**Department.** The Department of the City of Westerville under which the Project is being performed.

**Diameter of Standard Height (DSH).** The trunk diameter of a tree measured at 4.5' above grade.

**Director.** See Engineer

**Engineer.** The City Engineer of the City of Westerville, working under the supervision of the Director of the Planning and Development Department under which the Project is being performed. The Engineer, or the Engineer's authorized representative, is the duly authorized agent of the City acting within the scope of its authority for purposes of engineering and administration of the Contract.

**Engineered Drawings.** A type of Working Drawing that requires the practice of engineering as defined in ORC 4733.01 (E). Examples of Engineered Drawings include: Excavation Bracing Plans, Demolition Plans, Erection Plans, Falsework Plans, Cofferdam Plans, Causeway Plans, Jacking and Temporary Support Plans, Plans for Heavy Equipment on Structures, Plans for structures for Maintaining Traffic, and Corrective Work Plans.

**Equipment.** All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the Work.

**Extra Work.** An item of Work not provided for in the Contract as awarded but found necessary to the satisfactory completion of the Contract within its intended scope.

**Fabricator.** The individual, firm, or corporation that fabricates structural metals or prestressed concrete members as an agent of the Contractor.

**Field Order.** A written order to the Contractor directing a minor change in the Work but that does not involve an adjustment in the Contract Sum or an extension of the Contract Time and is not inconsistent with the intent of the Contract Documents.

**Inspector.** The Engineer's authorized representative assigned to make detailed inspections of Contract performance.

**Invitation for Bid.** A written invitation to contractors or equipment suppliers to submit a Proposal on a specific project to be realized or a product or service to be furnished. The Invitation for Bid may have a heading of "Notice to Bidders."

**Laboratory.** The testing laboratories of the City or a reputable testing laboratory that is designated by or acceptable to the Engineer for rendering testing and inspection services.

**Materials.** Any materials or products specified for use in the construction of the Project and its appurtenances.

**National Holidays.** New Year's Day, January 1; Martin Luther King's Birthday - the Third Monday in January; Presidents' Day, the Third Monday in February; Memorial Day, the last Monday in May; Juneteenth, June 19; Independence Day, July 4; Labor Day, the First Monday in September; Indigenous People's Day/Columbus Day, the Second Monday in October; Veterans Day, November 11; Thanksgiving Day, the fourth Thursday in November; Christmas Day, December 25.

**Notice of Award.** Written notice by the City to the apparent successful bidder stating that upon compliance with the conditions enumerated therein, the City intends to enter into a Contract, in accordance with Chapter 132 of the Codified Ordinances of Westerville, Ohio.

**Notice of Commencement.** Legal notice by the City indicating the beginning of construction on a public improvement.

**Notice to Bidders.** A document that is prepared under a title of Notice to Bidders, but is published as the Advertisement and/or used as the Invitation for Bid.

**Notice to Proceed.** Written notice to the Contractor, by the Owner, authorizing the beginning of Work and setting forth the Completion Date.

**Owner.** See "City".

**Plans.** The drawings, standard drawings, and supplemental drawings, as provided by the City, that show the location, character, dimensions and details of the Work. Plans do not include any electronic data provided as information to the Bidder and expressly identified as “for informational purposes only”.

**Prebid Question.** A written inquiry submitted by a prospective Bidder.

**Profile Grade.** The trace of a vertical plane intersecting the top surface of the proposed wearing surface, usually along the longitudinal centerline of the roadway, or as indicated in the plans. Profile grade means either elevation or gradient of such trace according to the context.

**Project.** The Work together with all appurtenances and construction to be performed under the Contract.

**Project Limits.** Project limits are points on the mainline centerline of construction where the proposed improvement, as described in the project description on the Title Sheet (excluding incidental construction), begins and ends.

**Proposal (or Bid).** The offer of a Bidder, on the prescribed forms properly signed and guaranteed, to perform the Work and to furnish the labor and materials at the prices quoted. Throughout the Contract, the terms Proposal and Bid are used interchangeably

**Proposal Form (Bid Schedule).** The approved form on which the City requires Proposals to be prepared and submitted for the Work.

**Proposal Guaranty (Bid Guaranty).** The approved form of security furnished with a Proposal to guarantee that the Bidder will enter into the Contract if its Proposal is accepted. **Reasonably Close Conformity.** Compliance with reasonable and customary manufacturing and construction tolerances where working tolerances are not specified. Where working tolerances are specified, reasonably close conformity means compliance with such working tolerances and the completed Work or portion of Work functions or performs as intended. Without detracting from the complete and absolute discretion of the Engineer to insist upon such tolerances as establishing reasonably close conformity, the Engineer may accept variations beyond such tolerances as reasonably close conformity where they will not materially affect the value or utility of the Work and the interests of the City.

**Public Tree.** Any tree growing on city-owned property, including right-of-way, parks, and other public places owned by the City.

**Reasonably Close Conformity.** Compliance with reasonable and customary manufacturing and construction tolerances where working tolerances are not specified. Where working tolerances are specified, reasonably close conformity means compliance with such working tolerances and the completed Work or portion of Work functions or performs as intended. Without detracting from the complete and absolute discretion of the Engineer to insist upon such tolerances as establishing reasonably close conformity, the Engineer may accept variations beyond such tolerances as reasonably close conformity where they will not materially affect the value or utility of the Work and the interests of the City.

**Registered Architect.** An Architect registered with the Ohio Architects Board to practice architecture in the State of Ohio.

**Registered Professional Engineer.** An engineer registered with the Ohio State Board of Registration for Professional Engineers and Surveyors to practice professional engineering in the State of Ohio.

**Registered Surveyor.** A surveyor registered with the Ohio State Board of Registration for Professional Engineers and Surveyors to practice professional surveying in the State of Ohio.

**Resident Project Representative.** See Inspector.

**Request for Information (RFI).** Request from Contractor seeking interpretation or clarification of the Contract Documents.

**Right-of-Way.** A general term denoting land, property, or interest therein, acquired for or devoted to Project purposes and extending to the limits under the control of the state or local authority.

**Road.** A general term denoting a public way for purposes of vehicular travel, including the entire area within the Right-of-Way.

**Roadbed.** The graded portion of a highway within top and side slopes, prepared as a foundation for the pavement structure and shoulder.

**Roadside.** The areas between the outside edges of the shoulders and the Right-of-Way boundaries. Unpaved median areas between inside shoulders of divided highways and infield areas of interchanges are included.

**Roadway.** The portion of a highway or street within limits of construction.

**Sewer.** Pipe or conduit intended for carrying storm or sanitary flow.

**Shoulder.** The portion of the roadway contiguous to the traveled way for accommodation of stopped vehicles, for emergency use, and for lateral support of base and surface courses.

**Shop Drawings.** The drawings provided by the Contractor or Supplier that describe any portion of the Work that will remain in place permanently.

**Sidewalk.** The facility within the public Right-of-Way primarily constructed for the use of pedestrians.

**Special Provisions.** Additions and revisions to the standard and Supplemental Specifications covering conditions applicable to an individual Project.

**Specialty Items.** Work specified by the Contract Documents that requires specialized knowledge and/or equipment and materials to perform.

**Specifications.** A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards, and workmanship.

**State.** The State of Ohio acting through its authorized representative.

**Street.** A general term denoting a public way for purpose of vehicular, bicycle and pedestrian travel, including the entire area within the Right-of-Way.

**Structures.** Bridges, culverts, catch basins, curb inlets, drop inlets, retaining walls, cribbing, manholes, endwalls, buildings, curbs, pavements, sewers, water mains, service pipes, underdrains, foundation drains, and other features that may be encountered in the Work and not otherwise classified herein.

**Subcontractor.** An individual, firm, partnership or corporation to whom the Contractor sublets part of the Contract to be performed on the job site.

**Subgrade.** The surface upon which a structure or work and appurtenances are to be constructed.

**Substantial Completion.** The date at which the Project is complete and ready for beneficial use, as determined by the Engineer, such that it can be safely and effectively used by the public without further delays, disruption, or impediments.

**Substructure.** All of that part of the structure below the bearings of simple and continuous spans, skewbacks of arches, and tops of footings of rigid frames, together with backwalls and wings.

**Superintendent.** The Contractor's authorized representative in responsible charge of the Work.

**Superstructure.** The entire structure except the Substructure.

**Supplement.** A list of requirements for fabrication plants, methods of test, or other miscellaneous requirements that are maintained on file with either the City, the City of Columbus or the Ohio Department of Transportation.

**Supplemental Specifications.** Detailed specifications supplemental to or superseding the Specifications.

**Surety.** The corporation, partnership, or individual, other than the Contractor, executing a bond (or bonds) furnished by the Contractor.

**Technical Specification.** Written depiction of design drawings and a detailed and exact statement of particulars, especially a statement prescribing materials, dimensions, and workmanship for something to be built or installed.

**Titles (or Headings).** The titles or headings of the sections and subsections herein are intended for convenience of reference and shall not be considered as having any bearing on their interpretation.

**Tree Protection Zone (TPZ).** The area defined based on the Critical Root Zone where construction activities are prohibited or restricted to prevent injury to preserved trees. The TPZ can be the limits of a single tree's Critical Root Zone (CRZ), or a combined set of CRZ areas, or in the case of street trees, the limits of a tree well or planter strip in a paved area.

**Waste Area.** Locations outside the right-of-way upon which materials from the Work are to be deposited as waste.

**Water Line.** Conduit for carrying public water supply.

**Work.** The furnishing of all labor, services, materials, equipment, and other incidentals necessary or convenient to the successful completion of the Project and the carrying out of all duties and obligations imposed by the Contract Documents.

**Work Days.** Wherever indicated inside the specifications, workdays are defined as: Monday, Tuesday, Wednesday, Thursday, Friday, and Saturday, excluding National Holidays and, if applicable, the day that a National Holiday is observed.

**Work Limits.** The farthest limits of the Contractor's responsibility on a project, including all temporary and incidental construction, with the exception of work zone traffic control devices required for maintenance of traffic. The Contractor is restricted from working beyond the limits shown in the Contract Documents without approval by the City.

**Working Drawings.** Stress sheets, shop drawings, submittals, Engineered Drawings, erection plans, falsework plans, installation plans, certified drawings, frame work plans, cofferdam plans, bending diagrams for reinforcing steel, or any other supplementary plans or similar data that the Contractor is required to submit in order to describe any portion of the Work.

**101.04 Interpretations.** In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be, done, if, as, or, when, or where "contemplated, required, determined, directed, specified, authorized, ordered, given, designated, indicated, considered necessary, deemed necessary, permitted, reserved, suspended, established, approval, approved, disapproved, acceptable, unacceptable, suitable, accepted, satisfactory, unsatisfactory, sufficient, insufficient, rejected, or condemned," unless expressly otherwise provided, it shall be understood as if the expression were followed by the words "by the Engineer" or "to the Engineer".

**ITEM 102 BIDDING REQUIREMENTS AND CONDITIONS**

See “Bidding Requirements and Forms” attached hereto and incorporated herein by reference.

**ITEM 103 AWARD AND EXECUTION OF CONTRACT**

See “Bidding Requirements and Forms” attached hereto and incorporated herein by reference.

## 104 - SCOPE OF WORK/CHANGES

- 104.01 Intent of the Contract**
- 104.02 Modifications of the Contract Documents**
- 104.03 Contractor Notification, Continuation of Work, and Claims**
- 104.04 Maintenance of Traffic and Accessibility to Utilities**
- 104.05 Rights In and Use of Materials Found on the Work Site**
- 104.06 Right of Property in Materials**
- 104.07 Final Cleaning Up**
- 104.08 Recordkeeping/Audit**

**104.01 Intent of the Contract.** The intent of the Contract is to provide for the construction, execution and completion in every detail and element of the work in accordance with the Contract Documents. The Contractor shall perform all items of work covered and stipulated in the Proposal and perform altered and extra work, and furnish all labor, materials, equipment, tools, transportation and supplies required to complete the Work in accordance with the Contract Documents. Should any dispute or misunderstanding arise as to the intent or meaning of any of the Contract Documents, or any discrepancy therein, the decision of the City shall be final and conclusive as to the requirements for performance of the Work; provided, however, if the Contractor disagrees with such decision, it may dispute the decision in accordance with 104.03.

The price for items of work or materials shown or provided for in the Contract Documents for which no separate line item unit price is given shall be distributed among the various Bid items. Submission of a Proposal shall be considered evidence and acknowledgement that the Bidder is satisfied with the Contract Documents and the conditions as shown therein. No additional compensation shall be paid or time given to the Contractor for compliance with the Contract Documents, except as and to the extent expressly provided in the Contract Documents.

### **104.02 Modifications of the Contract Documents.**

**A. General.** The City may at any time, without invalidating the Contract and without notice to or release of the sureties, by written Change Order or Contract Modification, as applicable, make any change or modification in the Work or add to the Work within the general scope of the Contract, including, but not limited to, changes in the Contract Documents; in the sequence of the Work; or in the City-furnished facilities, equipment, materials, services, or site. The Contractor shall ensure that the amount of the surety bonds is modified as necessary from time to time to be consistent with any changed Contract scope, Sum or Time in accordance with any Change Order(s) or Contract Modification(s).

The Contractor shall have no right to compensation above the Contract Sum until the extra work is included in a written Contract Modification approved by the City.

**B. Differing Site Conditions.** If subsurface or latent physical conditions are encountered at the Project site that (i) differ materially from those indicated in the Contract Documents or (ii) if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work provided for in the Contract Documents are encountered at the Project site, the Contractor shall notify the Engineer in accordance with the process and timeline set forth in 104.03, before the conditions are disturbed or the affected Work is performed.

Upon notification, the Engineer will investigate the conditions to determine whether (1) the conditions meet the requirements of a differing site condition as defined herein, and (2) cause an increase or decrease in the cost and/or time required for the performance of any Work under the Contract.

The Engineer will notify the Contractor in writing whether the condition is determined to be a differing site condition as defined herein. If the Engineer determines that there is a differing site condition, the City will adjust the Contract as specified in 108.06 and 109.05.

If the Contractor disagrees with the Engineer's determination, the Contractor must provide notice and bring a Claim in accordance with the process and timeline set forth in 104.03.

**C. Written Delay or Suspension of Work.** The Engineer may direct the Contractor, in writing, to delay its start of operations or to suspend its operation for the length of time that the Engineer deems necessary.

If the performance of all or any portion of the Work is delayed or suspended by the Engineer, in writing, for an unreasonable period of time (i.e. a period of time not originally anticipated, customary, or inherent to the construction industry or the Work involved) and the Contractor believes that additional compensation or time is due as a result of such delay or suspension, the Contractor must provide notice and bring a Claim in accordance with the process and timeline set forth in 104.03.

The Engineer will evaluate the Contractor's request in accordance with 104.03. If the Engineer agrees that the cost and/or time required for the performance of the Work has increased as a result of an unreasonable delay or suspension and such delay or suspension was caused by conditions beyond the control of and not the fault of the Contractor, its subcontractors at any tier, or its suppliers, the Engineer will notify the Contractor in writing and the City will adjust the Contract as specified in 108.06 and 109.05; provided, however, the City will not make an adjustment under this Section in the event that the Contractor's performance is delayed or suspended by any other cause or for which a Contract adjustment is provided or excluded under any other term or condition of the Contract.

If the Contractor disagrees with the Engineer's determination, the Contractor must provide notice and bring a Claim in accordance with the process and timeline set forth in 104.03.

**D. Significant Changes in Character of the Work.** The City may increase or decrease quantities and alter the Work as necessary or desirable to complete the Project.

The Engineer will make appropriate adjustments to the Contract in accordance with 108.06, 109.04, and 109.05, if such alterations constitute a significant change in the character of the Work. A "significant change" as used in this Section is defined as:

1. When the character of the Work as altered differs materially in kind or nature from that involved or included in the original Contract, or
2. Where the quantity of a Unit Price pay item in the Contract is an estimated quantity and when the actual quantity of such pay item varies more than twenty-five percent above or below the

estimated quantity stated in the Contract. An adjustment in the Contract Price for such a pay item may be made in accordance with 109.04 upon demand from either party.

If a quantity variation in excess of 125% of the estimated quantity also causes an increase in the Contract Time(s), the Contractor shall demonstrate the time impact, if any, by an analysis in accordance with 108.03 and in accordance with the requirements of 108.06. If the Engineer concludes that the Contract Time(s) should be adjusted as a result of such quantity overrun, the City will issue a Change Order to adjust the Contract Time(s) as the Engineer determines.

The Contractor shall give the Engineer prompt written notice when it is aware, or has reason to believe, that quantities will overrun or underrun by 25% or more of the estimated quantity so that the City will have the opportunity to mitigate the effect, if any, on the scope, cost or time of the Project. This notice obligation shall be in addition to any notice of claim for additional compensation or time pursuant to 104.03.

If the Contractor believes that an alteration constitutes a significant change as defined by this Section, the Contractor must provide notice and bring a claim in accordance with the process and timeline set forth in 104.03. If the City believes that there has been a significant change as defined by the Section, the City shall provide written notice to the Contractor that it is seeking an adjustment of the Contract Sum or Time, which shall be determined in accordance with 109.04.

The unit prices for the following items are not subject to adjustment under 104.02.D:

1. Contingency
2. Allowances
3. Erosion Control Items under Item 207; and
4. Any other item not bid by the Contractor

**E. Eliminated Items.** Should any items contained in the Contract be found unnecessary for the proper completion of the Work, the Engineer may, upon written deductive Change Order to the Contractor, eliminate such items from the Contract, and such action shall in no way invalidate the Contract. The pricing adjustment for any eliminated items of Work shall be determined according to 109.04. If the Contractor disagrees with the Engineer's determination, the Contractor must provide notice and bring a Claim in accordance with the process and timeline set forth in 104.03.

**F. Extra Work.** The Engineer may direct the Contractor to perform Extra Work. If the Extra Work will result in an increase in the Contract Sum or Time, the City shall have the right to require the performance thereof on a lump sum basis. If the City elects to have the Extra Work performed on a lump sum basis, the Contractor shall submit to the Engineer a proposal for such change within ten days of the Contractor's receipt of a Request for Proposal (RFP). The Contractor's response to the City's RFP shall be itemized and segregated by labor, materials, equipment, subcontractors, supplies and appurtenances for various components of the change in the Work and shall be accompanied by signed proposals of any subcontractors that will perform any portion of the change in the Work and of any suppliers that will furnish materials or equipment for incorporation therein. Pricing of the Extra Work shall be done in accordance with 109.05. The proposal shall also include the Contractor's estimate of any impact to the Project's critical path as shown on the last accepted progress schedule at the time of the proposal or any non-critical path changes to the accepted progress schedule that may be required to perform the proposed change.

The Contractor, subcontractors and suppliers shall assure that the costs, pricing and schedule data submitted for evaluation with the Contractor's proposal are based on current, accurate and complete data supported by their books and records. If the City later determines that any cost or time negotiated in connection with the Extra Work decreased by any material amount because the data provided was incomplete, inaccurate or not current at the time of submission, then such price or time shall be reduced accordingly and the Engineer shall issue a written Change Order to reflect such action. Failure to agree on a reduction shall be subject to the Unilateral Change Order provisions of this Contract.

In the event that the Contractor fails to submit its proposal in response to the City's RFP within the designated ten day period, or in the event that the parties are unable to agree as to the reasonable cost and time to perform the change, the Engineer shall either direct the Contractor to perform the Extra Work on a Force Account Basis in accordance with 109.05.C, or shall make a determination of the reasonable cost and time to perform the Extra Work, based upon its own estimate, the Contractor's submission (if any), or a combination thereof.

Failure of the parties to reach agreement regarding the cost and time of performing the Change Order or any pending Claim shall not relieve the Contractor from performing the Extra Work promptly and expeditiously as directed by the Engineer.

The City will determine whether a time extension related to Extra Work is warranted in accordance with 108.06.

If the Contractor believes that any Work it is performing is Extra Work as defined by the Contract, the Contractor must provide notice and bring a Claim in accordance with the process and timeline set forth in 104.03.

**G. Unilateral Change Orders.** In the event that the City and Contractor are unable to agree as to the reasonable cost and time to perform Extra Work, the City has the authority to direct the Contractor to perform the Extra Work. The City will issue a Unilateral Change Order to the Contractor for any cost or time it determines to be due to the Contractor in connection with the Extra Work performed on the Project.

The issuing of a Unilateral Change Order by the City will not preclude or limit the rights of City and Contractor to negotiate and agree to the amounts to be paid or time extension given to the Contractor.

If the Engineer issues a Unilateral Change Order directing a change for the amounts of cost and/or time determined by the Engineer, it shall become binding upon the Contractor unless the Contractor submits a Claim in accordance with the process and timeline set forth in 104.03. If the Contractor does not submit a timely Notice of Claim, the Contractor shall be deemed to be in agreement with the Unilateral Change Order as issued and the Contractor expressly waives its right to contest such Change Order, including the amount of cost and/or time provided therein.

**H. Minor Changes/Clarifications to the Work.** The Engineer shall have authority to issue Field Orders for minor changes or clarifications to the Work. The Contractor shall carry out such Field Orders promptly and as directed by the Engineer. Such Field Orders shall be considered incidental to the Work.

### 104.03 Contractor Notification, Continuation of Work, and Claims.

**A. General.** The Contractor shall provide timely notice and complete the Claim resolution process as provided in this Section as a condition precedent to filing an action in the Franklin County Court of Common Pleas seeking additional compensation or time. The Contractor's failure to provide timely notice or meet any of the timeframes set forth below, or to request and receive written agreement from the City for an extension of such timeframes, shall terminate further review of the Claim and shall be deemed to be a waiver and release of the Contractor's right to pursue the Claim. Without limiting the generality of the foregoing, the City will not make the adjustments allowed by 104.02.B through 104.02.F if the Contractor did not give notice as specified in this Section; provided, further, no Claim may be made after the City makes final payment under this Contract.

In addition to any specific notice requirements set forth elsewhere in the Contract, if the Contractor believes that any event or circumstance or action or inaction of the City gives the Contractor the right to additional compensation or time, it shall provide timely notice and complete the Claim resolution process as provided in this Section.

#### B. Notice

**1. Initial Oral Notification.** The Contractor shall provide immediate oral notification to the Engineer upon discovering an event or circumstance that may require a modification to the Contract Documents or may result in a claim for additional compensation and/or time. Upon such notification, the Engineer will attempt to resolve the identified issue as quickly as possible. The Contractor is advised that oral notice must be followed up by a written notice as provided in 104.03.B.2 in order for the Contractor to preserve its right to make and pursue a Claim; if the Contractor fails to do so, it shall be a waiver and release of the Claim.

**2. Written Notice.** If the issue has not been resolved, the Contractor must submit Written Notice no later than five working days after the Initial Oral Notification stating that the event or circumstances may require a modification to the Contract Documents or may result in a Claim for additional compensation and/or time.

The written notice shall contain:

- a. A description of the circumstance giving rise to the Claim or the potential Claim, including the time, date and location the event or circumstance was first identified.
- b. An explanation why the event or circumstance represents a change to the Contract, with reference to the pertinent sections or parts of the Contract Documents.
- c. An estimate of the revisions considered necessary to the Contract Sum or Time.
- d. An estimate of the time within which the City needs to respond to the notice in order to minimize or mitigate additional cost or delay to the Project.
- e. As to any Claim on which the Contractor has provided written notice, it shall from the date of the written notice keep books and records of labor, equipment and materials detailing any costs or delays associated with such claim or the circumstances giving rise to the claim or potential claim. The keeping of such books and records shall be done in accordance with 109.05.C.8 and the Contractor acknowledges and agrees that the City's participation in this recordkeeping process and acceptance of those records is solely for recording costs incurred and not an acknowledgment of the merit, if any, of a Claim for additional compensation or time, which shall be determined in accordance with the process set forth in this Section.

Because of its preliminary nature, the City will require only the Contractor's best estimate based on available information at the time of first written notice; provided, however, the Contractor shall keep the Engineer regularly informed in writing of any on-going cost or time issues and shall, within thirty days after the end of the Claim event or circumstances, supplement its prior submissions identified as its final cost and time information, as applicable.

**C. Continuation of Work.** The Contractor shall continue with all Work, including the Work that is the subject of a Claim or potential Claim, unless specifically directed otherwise by the Engineer. The City shall continue to pay the Contractor for all non-disputed work performed during the pendency of any Claim.

**D. Claims.** Claims by subcontractors and suppliers may be pursued by the Contractor on behalf of subcontractors or suppliers if and to the extent the Contractor is entitled to relief under the Contract. Any Claims brought by the Contractor, on behalf of itself or any subcontractor or supplier, shall be subject to all requirements of this Section. The Contractor shall provide with each Claim a Certification of Claim that:

1. The Claim is made in good faith and is fully documented and supported in accordance with the terms of the Contract.
2. The supporting data is accurate and complete to the best of the Contractor's knowledge and belief after appropriate inquiry and review.
3. The Claim amount or time requested accurately reflects the Contractor's actual incurred costs or additional time, or its best estimate of costs or additional time to be incurred if it is not known at the time the Claim is made. (In the event an estimate is provided initially, the Contractor will be required to re-certify, as provided herein, the accuracy of the Claim when the final costs and time are presented to the City.)
4. Acknowledgement by the signatory that the Certification is signed under penalty of law for perjury or falsification with specific reference to Chapter 521, Offenses Against Justice and Public Administration, Sub Section 521.02(a)(3) of the Westerville Codified Ordinances.

#### **E. Dispute Resolution Process**

1. **Step 1 (On-Site Determination).** Within five calendar days of receipt of the Contractor's Written Notice as required under 104.03.B.2, the Engineer will meet with the Contractor's representative(s) to review all pertinent information and contract provisions and negotiate in an effort to reach a resolution in accordance with the Contract Documents. Within fourteen calendar days of the Step 1 meeting, the Engineer will issue a written Step 1 decision describing the decision and reasoning for it. If the dispute is not resolved at Step 1, the Contractor must either abandon the Claim or continue pursuing the Claim by proceeding to Step 2 within the required timeframe.

These time-frames may be extended by the Engineer, in writing, as needed for the Contractor to provide merit, cost and time information regarding the dispute, as requested by the Engineer.

2. **Step 2 (Claim Resolution Committee).** Within seven calendar days of receipt of the Step 1 decision, the Contractor must submit a written request for a Step 2 meeting to the City. The City will promptly establish within the applicable City Department, and Division if applicable, a Claim Resolution Committee (CRC). Within fourteen calendar days after the City's receipt of

the Contractor's request for a Step 2 meeting, the Contractor shall submit (or supplement) documentation that describes the Claim, the monetary amount or time extension sought, the basis for Contractor's Claim under the Contract Documents, and copies of any applicable parts of the Contract Documents and project records, all in accordance with 104.03.B.2.

Within fourteen calendar days after receipt of the Contractor's documentation, the Engineer will send to the Contractor and the CRC his/her written response. Within fourteen calendar days after receipt of all documentation, the CRC will meet with the Contractor and the Engineer (or designee) to discuss the Claim.

If the Claim is not resolved at the meeting, within fourteen calendar days after the meeting, the City will issue to the Contractor a written decision.

The time periods under this Section may be revised by written approval of the City.

3. **Alternative Dispute Resolution (ADR).** If the Contractor does not accept the City's Step 2 decision, within fourteen calendar days of its receipt of the Step 2 decision, the Contractor may submit to the City a written Notice of Intent to Pursue a Claim.

The Contractor's Notice of Intent to Pursue a Claim shall advise the City whether the Contractor wishes to resolve the Claim using either mediation or arbitration.

If the Contractor proposes mediation, within thirty calendar days after receipt of the Contractor's Notice of Intent to Pursue a Claim, the City shall advise the Contractor in writing whether the City accepts the Contractor's proposal.

If the Contractor proposes arbitration, it shall be subject to approval of the City Council or such other conditions that are necessary to comply with City Code. Within thirty calendar days after either the City Council acts on the matter or the Contractor advises the City that it will accept any conditions that are necessary to comply with City Code, the City shall advise the Contractor in writing whether the City accepts the Contractor's proposal to arbitrate.

If the City accepts using mediation or arbitration, the parties will use the then applicable International Institute for Conflict Prevention and Resolution Mediation Procedure or the International Institute for Conflict Prevention and Resolution Rules for Expedited Arbitration of Construction Disputes, as applicable. The parties will enter into such further agreement as is necessary to implement the ADR process selected and may make modifications to such processes as they mutually agree.

4. **Filing of Lawsuit in Franklin County Court of Common Pleas.** If the Claim is not resolved at Step 2 and the Contractor does not elect to request ADR pursuant to 104.03.E.3 or the City declines the Contractor's request for an ADR process pursuant to 104.03.E.3, the Contractor must either abandon the Claim or file a lawsuit in the Franklin County Court of Common Pleas within one hundred twenty calendar days after receipt of the City's Step 2 decision. The Contractor's failure to file a lawsuit within that time period shall be deemed a waiver and release of the Claim against the City. The time period to file a lawsuit may be extended by mutual written agreement of the City and the Contractor.

**104.04 Maintenance of Traffic and Accessibility to Utilities.** The Contractor shall at all times provide and maintain access to fire hydrants, water valves, water service boxes, gas valves, gas service boxes, manholes and other similar appurtenances.

When so stated in the Contract Documents, maintain public traffic during construction, including cross traffic at intersections. Maintenance of traffic may be required only at certain stages of construction or at all times, if so noted.

At locations on the Project where only sewer or water line construction is called for and a part of the existing pavement will remain in place, maintain traffic and provide ingress and egress to all public and private entrances.

In the event of the complete closure of any street, alley or private drive, the Contractor shall give written notification to the occupants of all premises affected by such closure as per CMS 614.

If the Contractor, for any reason within its control, ceases operations on the Contract for a period of fourteen or more calendar days, the Contractor, if so directed by the Engineer, shall construct a temporary roadway to provide access to any premises affected by Project operations. The temporary roadway shall be constructed of acceptable materials and of suitable width and thickness to carry anticipated vehicles, as directed by the Engineer. The Contractor shall maintain the temporary road in serviceable condition until such time that the Work is resumed. The Contractor shall bear the cost of constructing, maintaining and removing any temporary roadway.

Failure of the Contractor to perform the operations stated in this Section when directed by the Engineer, within the timeframe provided by the Engineer, will give the City authority to perform the work and back charge such cost to the Contractor.

The Contractor shall furnish, erect, maintain and remove all traffic control devices in accordance with the OMUTCD. All traffic control devices shall be paid for in accordance with the provisions of CMS Section 614 - Maintaining Traffic. When the Contract Documents do not include CMS Section 614, the cost of this work shall be included in the price bid for various items in the Proposal. The provision of these items and this Section shall not in any way relieve the Contractor of any of its legal responsibilities or liabilities for the safety of the public. The attention of the Contractor is also directed to the provisions of 107.02 and 107.07.

**104.05 Rights In and Use of Materials Found on the Work Site.** If the Contractor proposes that existing raw or recycled Materials Found on the Work Site are compliant with the specifications for the Work, the Contractor may submit an add/deduct cost proposal to the Engineer for consideration. The Contractor shall also indicate if there are add/deduct time adjustments to the contract completion time associated with the use of these materials. All portions of suitable or unsuitable excavation material removed, which was needed for use in the embankments, backfills, approaches, or otherwise, shall be replaced with other acceptable material, at the expense of the Contractor. Excavate or remove material only from within the grading limits, as indicated by the slope and grade lines.

**104.06 Right of Property in Materials.** All materials attached, fixed or incorporated into the Work or the soil shall thereupon become property of the City and the Contractor shall have no property rights thereto.

**104.07 Final Cleaning Up.** Before Final Acceptance, remove all rubbish, layout stakes, monitoring wells, settlement instrumentation devices, sediment control devices as directed by the Engineer, excess material, temporary structures, and equipment, including stream channels and banks within the Right-of-Way at drainage structures, and all borrow and waste areas, storage sites, temporary plant sites, haul roads, and other property occupied by the Contractor in connection with the Work. Establish suitable vegetative cover in these areas by seeding and mulching or sodding according to the Contract Documents, except for cultivated fields. Leave the Project site in an acceptable condition as determined by the Engineer. Unless a separate bid item is provided in the Proposal, the cost of cleanup is incidental to all Contract Items.

**104.08 Recordkeeping/Audit.** The Contractor, subcontractor(s) and supplier(s) shall cooperate with the City and shall produce, compile, maintain and keep all cost, time and schedule records sufficient to substantiate all requests for payment, Claims for additional compensation, and requests for time extensions. The Contractor shall keep the following records, including, but not limited to, daily time sheets and foreperson's daily reports, union agreements if any, payroll register, earnings records, payroll tax returns, material invoices, purchase orders, cancelled checks, equipment records, vendor rental agreements, subcontractor payment certificates, job cost report, general ledgers and subsidiary ledgers, cash disbursement journals, complete bid estimate and worksheets, financial statements, worksheets used to prepare the Claim and establish cost components for Claim items, and schedule information and updates.

Upon reasonable written notice to the Contractor, the City or its designated agents shall be provided access to, and the right to inspect and audit, all of the Contractor's and its subcontractors' and suppliers' records pertaining to the Project without cost to the City. If and to the extent that the Contractor fails to maintain and keep proper Project records, fails to provide the City or its designated agents access to such Project records, or fails to provide the documentation required by Item 108 or 109, the City may deny any requests for payment, additional compensation, and/or requests for time extensions if and to the extent they have not been or cannot be substantiated by the Contractor or by inspection/audit of the City.

## 105 - CONTROL OF WORK

- 105.01 Authorities and Duties
- 105.02 Plans and Working Drawings
- 105.03 Conformity with Contract Documents
- 105.04 Coordination of the Contract Documents
- 105.05 Cooperation by Contractor
- 105.06 Superintendent
- 105.07 Cooperation with Utilities
- 105.08 Cooperation Between Contractors
- 105.09 Construction Stakes, Lines and Grades
- 105.10 Photographs and Videos
- 105.11 Inspection of Work
- 105.12 Removal of Unacceptable and Unauthorized Work
- 105.13 Load Restrictions
- 105.14 Maintenance During Construction
- 105.15 Failure to Maintain Roadway or Structures, Traffic Control Facilities and Other Appurtenances
- 105.16 Borrow and Waste Areas
- 105.17 Use of Fire Hydrants
- 105.18 Moving of Equipment
- 105.19 Construction and Demolition Debris, Vegetative Debris, and Clean Soil

### 105.01 Authorities and Duties.

**A. Authority of the City.** The City has the authority to enter into a Contract or execute a Contract Modification subject to the applicable provisions of the Codified Ordinances of Westerville, Ohio and City Charter. The City has the authority to delay or terminate the Contract, and to suspend Work wholly or in part. The City has the ultimate decision making authority over all items included under the authority and duties of the Engineer.

Any action or inaction of the City does not constitute a waiver of the City's right to pursue any and all remedies under the Contract or otherwise, including, but not limited to, defective work or Work performed by the Contractor in an unworkmanlike manner.

**B. Authority and Duties of the Engineer.** The Engineer has immediate charge of the engineering details of the Project and is responsible to ensure that the Contractor satisfactorily administers and completes the Work. The Engineer will decide all questions that may arise as to:

1. The quantity, quality and acceptability of materials furnished;
2. The quantity of work performed and the Contractor's rate of progress;
3. Conformity with Plans, Specifications and other Contract Documents;
4. Acceptable fulfillment of the Contract on the part of the Contractor;
5. Interpretation of the Plans, Specifications and other Contract Documents; and
6. Contractor's compensation and/or time extensions.

The Engineer may suspend all or part of the Work pursuant to 104.02.C. In addition, the Engineer may also suspend all or part of the Work when the Contractor fails to correct conditions that are unsafe for the workers or the general public, fails to comply with the Contract Documents, or fails to comply with the Engineer's orders. The Engineer may suspend the Work due to adverse weather conditions,

conditions considered adverse to the prosecution of the Work, or other conditions or reasons in the public interest. The suspension of the Work for the reasons specified in this paragraph shall not relieve the Contractor of the responsibility to take appropriate actions to protect the Project site, adjacent property owners, and general public. In the event the Engineer orders the Work suspended for conditions under this paragraph, the expense and time, whether direct or indirect, for such suspension, shall be borne solely by the Contractor and shall not be considered a suspension of work under 104.02.C.

Any action or inaction of the Engineer shall not constitute a waiver of the City's right to pursue any and all legal remedies under the Contract or otherwise, including, but not limited to, defective or non-conforming work or work performed by the Contractor in an unworkmanlike manner.

**C. Authority and Duties of the Inspector.** Inspectors employed by the City are authorized to judge the acceptability of the Work. Such activities may extend to all or any part of the Work and to the preparation, fabrication or manufacture of the materials to be used. The Inspector is not authorized to alter or waive the provisions of the Contract, but shall have the authority to notify the Contractor of Work that does not conform to the Contract or reject materials that do not conform to the Specification requirements. The Inspector is not authorized to issue instructions contrary to the Plans and Specifications, or to act for the Contractor. The presence of or actions or inactions by the Inspector shall not relieve the Contractor of the responsibility to complete the Work under the terms and conditions of the Contract Documents.

Any action or inaction of the Inspector does not constitute a waiver of the City's right to pursue any and all legal remedies under the Contract or otherwise, including, but not limited to, defective or non-conforming work or work performed by the Contractor in an unworkmanlike manner.

**105.02 Plans and Working Drawings.** The Contractor shall be responsible for the furnishing of copies of Plans, Specifications, Supplemental Specifications, and Special Provisions, or the necessary portions thereof, to subcontractors and parties furnishing labor, materials and equipment for the Project.

The Contractor shall prepare Working Drawings and submittals when required by the Contract Documents and after verifying applicable field and plan elevations, dimensions, geometries, and conditions. Working Drawings shall be detailed as required to adequately control and complete the Work. When specified, Working Drawings must be stamped by a Registered Professional Engineer in the State of Ohio. Where Work consists of repairs, extension, or alteration of existing structures, the Contractor shall take measurements of existing structures to accurately join old and new Work. Any measurements that may appear upon the Plans to indicate the extent and nature of such repair or extension shall not relieve the Contractor of this responsibility.

Unless otherwise indicated, the Engineer will review submittals for the limited purpose of checking conformance with the Contract Documents and to provide the Contractor a written response to document the results of its review.

The Engineer's disposition shall not relieve the Contractor of responsibility to complete the Work according to the Contract Documents, including but not limited to, the accuracy and reliability of Working Drawings furnished by the Contractor. The Contractor shall include the cost of furnishing Working Drawings in the cost of the Work they cover.

**105.03 Conformity with Contract Documents.** All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on the Plans or indicated in the Specifications.

Unless otherwise stated in Special Provisions or in a Plan note, the latest revision of any applicable Federal, State, City, or industry code, regulation, or standard at the time of bid opening shall apply. Codes and regulations shall take precedence over industry standards.

Without detracting from the complete and absolute discretion of the Engineer to insist upon such tolerances as establishing reasonably close conformity, the Engineer may accept variations beyond such tolerances as reasonably close conformity where they will not materially affect the value or utility of the Work and the interests of the City. In the event the Engineer finds the materials or the finished product in which the materials are used not within reasonably close conformity with the Plans and Specifications but that reasonably acceptable work has been produced, the Engineer shall then make a determination if the Work shall be accepted and remain in place. In this event, the Engineer will document the basis of acceptance by deductive Change Order which will provide for an appropriate adjustment in the Contract Sum for such work or materials as is deemed necessary to conform to the determination based on the Engineer's judgment.

In the event the Engineer finds the materials of the finished product in which the materials are used or the Work performed are not in reasonably close conformity with the Plans and Specifications and has resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor. Failure of the Contractor to follow such order of the Engineer shall give the City the unqualified right to remove and replace the unsatisfactory Work, supply the materials for the finished Work, and perform the Work or cause it to be performed, and any and all expense chargeable thereto, directly or indirectly, shall be deducted or billed to the Contractor at the option of the Engineer pursuant to 109.14.

**105.04 Coordination of the Contract Documents.** The Contract, Specifications, Supplemental Specifications, Plans, Special Provisions, Proposal, Standard Drawings and all supplementary documents are essential parts of the Contract Documents, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Work.

In case of discrepancy, the Engineer will resolve any discrepancies using the following descending order of precedence:

- A. Contract Form
- B. Addenda
- C. Proposal Form and Special Provisions
- D. Plans (calculated dimensions on the Plans govern over scaled dimensions)
- E. Technical Specifications
- F. Supplemental Specifications and Supplements
- G. Standard Drawings
- H. City of Westerville General Provisions
- I. Specifications (CMS)

The Contractor shall take no advantage of any apparent error or omission in the Contract Documents. In the event the Contractor discovers such an error or omission, it shall immediately be

made known to the Engineer in writing. The Engineer will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Contract Documents.

**105.05 Cooperation by Contractor.** The Contractor shall give the Work the constant attention necessary to facilitate the progress thereof, and shall cooperate in every possible way with the Engineer, Inspectors, all other Contractors on or adjacent to the Project, and all utility companies and railroads. The Contractor shall attend progress meetings when requested by the Engineer. The Contractor shall keep at least one set of Contract Documents at the Project at all times.

Where the Work extends across private property, the Contractor shall conduct operations in strict conformity with the terms and conditions of the easements and agreements obtained from the owners of the property. The City will not provide any points of access to any of these easements other than at points shown or described in the easement or agreement with the property owner. Arrangements for the use of any additional points of access shall be made with the property owners by the Contractor at no additional cost or obligation to the City.

The Contractor agrees to confine the work under the Contract to the strict dimensions of Construction Limits. Any failure of the Contractor, or the Contractor's agents, employees and subcontractors to restrict the Work within the Construction Limits shall be the sole liability and responsibility of the Contractor, and the Contractor shall defend, indemnify and hold harmless the City as provided in 107.24 relating to any activity of the Contractor's agents, employees and subcontractors where such activity concerning Work under this Contract extends beyond the Construction Limits. The Contractor also agrees that where its operations extend outside the Construction Limits, the Engineer has the absolute right to suspend the Work unless the Contractor provides written evidence that indicates permission from the property owner.

In the event the Engineer orders the Work suspended for conditions under this Section, the expense and time, whether direct or indirect, for such suspension shall be borne solely by the Contractor and shall not be considered a suspension of work under 104.02.C.

If the Contractor disperses any or all of its equipment to an area outside the Construction Limits of the Project, the re-mobilization of the equipment back to the work area shall be at the Contractor's expense.

**105.06 Superintendent.** Provide a competent Superintendent for the Project that is available and responsive at all times and is responsible for all aspects of the Work. The Superintendent must be capable of reading and understanding the Contract Documents and experienced in the type of Work being performed. The Superintendent shall receive instructions from the Engineer or the Engineer's authorized representatives. The Superintendent shall have the full authority to execute the Engineer's orders or directions without delay and to promptly supply the required materials, equipment, tools, labor and incidentals. Such superintendence shall be furnished irrespective of the amount of Work sublet.

**105.07 Cooperation with Utilities.**

**A. General.** During the course of design, the City shall notify all utility companies, all pipeline owners or other parties affected and endeavor to have all necessary adjustments of the public or private utility fixtures, pipe lines and other appurtenances within or adjacent to the Construction

Limits made as soon as possible so as not to interfere with the progress of the Work or in accordance with the time provisions set forth in the Contract Documents.

The Contractor shall comply with all laws, regulations and codes concerning the identification and locations of all underground utilities. During the course of the Work, the Contractor shall be solely responsible to notify any utility or other service when such utility or service is encountered.

Water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cable-ways, signals, and all other utility appurtenances within the limits of the proposed Construction Limits which are to be relocated or adjusted are to be moved by the utility owners at their expense, except as otherwise provided for in the Special Provisions or as noted on the Plans.

If the Contractor is directed by a utility company to perform any work not specifically contained in the Plans, the City will not compensate the Contractor for this work unless, before work begins, the Contractor provides notice in accordance with 104.03.B. If the City approves this Work, payment shall be made in accordance with 109.05. If the work is not preapproved by the City, the Contractor will be responsible for obtaining reimbursement for its work from the utility company which directed the Contractor to perform the work.

In the event that the Contractor requests that additional work, not specifically contained in the Plans, be performed by a utility company, the Contractor will be responsible for reimbursing the utility company for the additional work unless the City has agreed in writing to pay for the additional work before the work begins.

**B. Protection and/or Replacement of Utilities.** The Contractor shall protect all utilities encountered while performing the Work, whether indicated on the Plans or not. The Contractor shall exercise due care when excavating around utilities and shall restore any damaged utilities to the same condition or better as existed prior to starting the Work, at no cost to the City.

**C. Surface or Overhead Utilities.** Existing surface or overhead structures or utility lines are not necessarily shown on the Plans and those shown are only approximately correct. The Contractor shall make such investigations as are necessary to determine the extent to which existing surface or overhead structures may interfere with the prosecution of the Work contemplated under the Contract Documents.

**D. Subsurface Utilities.** The information and data shown or indicated in the Contract Documents with respect to existing subsurface utilities at or contiguous to the Construction Limits is based on information and data furnished to the City by the owners of such subsurface utilities, including the City, or by others.

The City shall not be responsible for the accuracy or completeness of any such information or data provided by others.

The cost of all of the following shall be included in the Contract Sum, and the Contractor shall have full responsibility for:

1. Reviewing and checking all such information and data;

2. Determining the exact location of all subsurface structures and utilities (including sewer service connections) shown or indicated in the Contract Documents;
3. Coordination of the Work with the owners of such subsurface utilities, including the City, during construction; and
4. The safety and protection of all such subsurface utilities and repairing any damage thereto resulting from the Work.

In accordance with Section 153.64 of the Ohio Revised Code, at least two Working Days, excluding Saturdays, Sundays, and legal Holidays, but no more than ten working days, prior to commencing construction operations in the construction area which may involve underground utility facilities, the Contractor or its subcontractor(s) shall notify the registered utility protection service and the owners of each underground and overhead utility facility not members of the registered utility protection service.

If a subsurface utility is uncovered or revealed which was not shown or indicated, or not shown or indicated with reasonable accuracy, in the Contract Documents, the Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith, identify the owner of such subsurface utility and give written notice to that owner and to the City. The Engineer will promptly review the subsurface utility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the subsurface utility. During such time, the Contractor shall be responsible for the safety and protection of such subsurface utility.

**E. Delay.** In the event that the Contractor has used reasonable efforts to coordinate with a utility company to relocate or adjust its lines and, through no fault of the Contractor, the progress of the Work is delayed for an unreasonable length of time from that shown in the accepted progress schedule due to the failure of a utility company to relocate or adjust its lines, the Contractor shall immediately file with the City a detailed statement describing the nature of the delay and its effect upon progress of the Work and shall be entitled to request a Contract adjustment in accordance with 104.03 and 108.06.

**F. Utility Shut-off.** In the event that the Work requires a shut-off of any public or private utilities, the Contractor shall notify the affected subscribers of the time of such shut-off and the probable time that service will be restored. The Contractor shall make such notification at least forty eight hours prior to such shut-off unless otherwise directed by the Engineer. If a shut-off is cancelled or postponed, the Contractor shall notify the affected subscribers of the new time of shut-off and the probable time that service will be restored.

All shut-offs and turn-ons shall be made under the direction and supervision of personnel of any affected utilities and the Contractor shall furnish all assistance required including tools and equipment. The time and place of such shut-offs shall be designated by the Engineer.

**G. Basis of Payment.** It is understood and agreed that the Contractor has considered in the Proposal all permanent and temporary utility appurtenances in their present or relocated positions and included the cost thereof in the price bid for the various items in the Contract. No additional compensation shall be allowed for any delays, inconvenience, or damage sustained by the Contractor

due to any interference from such utility appurtenances or the operation of moving them, except as provided for in 104.02.B, if applicable.

**H. Indemnification.** The Contractor shall defend, indemnify and hold harmless the City as provided in 107.24 relating to any damage caused by the Contractor or its agents, assigns or employees, or by the Contractors' subcontractor(s), done directly or indirectly to the above mentioned items, whether such damage results from negligence or otherwise and whether the damage is to private or public property or real or personal property. The Contractor hereby agrees that it bears the sole responsibility to pay the entire cost thereof.

Failure of the Contractor to pay the entire cost as stated above within thirty days shall give the City the unqualified right to deduct and withhold the entire amount of damages from the cost of this Contract.

The Contractor further covenants not to sue the City, either in law or equity, where such deduction and withholding is made by the City.

The City shall return, within a reasonable time thereafter not to exceed thirty days, any excess amount over the amount of damages paid by the City or judgments and costs of litigation the City is required to pay.

The Contractor further waives any and all rights, title or interest in any and all amounts so liquidated and any and all amounts of judgments and costs of litigation found against the City.

**105.08 Cooperation between Contractors.** The City reserves the right at any time to contract for and perform other work on or near the Work covered by the Contract.

When separate contracts are awarded within the work limits of any one project, each Contractor shall conduct its work so as not to interfere with or hinder the progress or completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed by the Engineer.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with its Contract and shall defend, indemnify and hold harmless the City as provided in 107.24 relating to any inconvenience, delay, or loss relating to the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange its work and shall place and dispose of the materials being used so as not to interfere with the operations of the other Contractors within the limits of the same project. Each Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

**105.09 Construction Stakes, Lines and Grades.** the Contractor shall execute all Work in conformity to the lines and grade furnished by the City and shall preserve all points of reference until authorized to remove them. The Contractor shall notify the City at least two working days prior to the time that stakes or other points for line and grade will be needed. There shall be no compensation to the Contractor for the cost occasioned by delay in establishing lines, grades and elevations or making other necessary measurements or by inspection; but such costs shall be considered as having been included in the Contract Price.

Perform all construction staking, including privately funded projects, under the supervision of a Registered Professional Engineer or Land Surveyor. Submit all field notes, cut sheets, etc., to the City upon request.

**105.10 Photographs and Videos.** The Engineer, Inspectors or other duly authorized City personnel or agents, during the progress of the Work, may take photographs or videos of the Work. The Contractor shall furnish access to the Work at all times for this purpose and shall furnish such assistance as may be required. The photographs or videos thus taken shall be the property of the City. Nothing herein contained shall be construed as prohibiting the taking of photographs or videos by the Contractor or its agents, provided, however, that it is done at no cost or expense to the City.

**105.11 Inspection of Work.** All materials and each part or detail of the Work shall be subject to inspection by the Engineer, Inspector or duly authorized City representative. Inspection by the Engineer, Inspector, or other duly authorized City representative does not relieve the Contractor of performance in accordance with the Contract Documents. The Engineer, Inspector or duly authorized City representative shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection. Notify the Engineer at least twenty four hours prior to all required special inspections and testing as specified in the Contract Documents or as required by the Engineer.

If the Engineer requests it, the Contractor, at any time before acceptance of the Work or any portion thereof, shall remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore said portions of the Work to the standard required by the Contract Documents. Should the Work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as Extra Work; but should the Work so exposed or examined prove unacceptable, the uncovering or removing and the replacing of the covering or making good of the parts removed, shall be at the Contractor's expense.

The Contractor shall notify the Engineer at least forty-eight hours in advance of any changes in the work schedule. This notification is required to accommodate construction inspection scheduling. The notification shall include the beginning date and time of the work, and the duration of the work. The notification shall be submitted to the Engineer in writing. In the absence of such notification, and if the work is performed without inspection, the Engineer may require the work to be removed and redone.

If the City assigns an inspector(s) to the project and the Contractor does not notify the City of its intent not to work, charges incurred by the City for inspection services will be deducted from monies owed to the Contractor/Developer, unless such charges are waived by the City.

Any Work done or materials used without supervision or inspection by an authorized City representative may be ordered removed and replaced at the Contractor's expense. Failure to reject any defective Work or materials shall not in any way prevent later rejection when such defects are discovered, or obligate the City to final acceptance of the Work.

When any unit of government or political subdivision or railroad or any corporation is to pay a portion of the cost of the Work covered by this Contract, its respective representatives shall have the right to inspect the Work. Such inspection shall not make any unit of government or political

subdivision or railroad or any corporation a party to this Contract, and shall in no way interfere with the rights of the Contractor or City hereunder.

**105.12 Removal of Unacceptable and Unauthorized Work.** All Work that does not conform to the requirements of the Contract Documents may be considered unacceptable Work.

Unacceptable Work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause, found to exist prior to the expiration of the guaranty period, shall be removed immediately and replaced in a manner acceptable to the Engineer at no expense to the City.

Work done contrary to the instructions of the Engineer, Work done beyond what is shown in the Contract Documents, or any Extra Work done without authority, will be considered as unauthorized and shall not be paid for under the provisions of the Contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure of the Contractor to comply with any order of the Engineer under the provisions of this Section, the Engineer shall have authority to cause unacceptable Work to be remedied or removed and replaced and unauthorized Work to be removed, and to deduct the costs from any monies due or to become due to the Contractor pursuant to 109.14.

**105.13 Load Restrictions.** The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads. A special permit shall not relieve the Contractor from its sole liability for damage that may result from the moving of equipment or materials, whether caused by the Contractor's or its subcontractors' equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures, utilities, or the roadway or to any other type of construction shall not be permitted. Hauling of materials over the base course or surface course of a roadway under construction shall be limited as directed by the Engineer. No loads will be permitted on a concrete pavement, base or structure before the expiration of the curing period. In no case shall legal load limits be exceeded unless permitted in writing by the Engineer. The Contractor shall be responsible for all damage done by its equipment or its subcontractors' equipment and the Contractor shall defend, indemnify and hold harmless the City as provided in 107.24 relating to any damage done by its equipment or its subcontractors' equipment.

**105.14 Maintenance during Construction.** The Contractor shall maintain the Work in a presentable and safe condition during construction and until the Project is accepted. Maintenance of the Work shall include continuous and effective work prosecuted day by day, with adequate equipment and forces so that the roadway, conduits or structures are kept in satisfactory condition at all times. The Contractor shall be responsible for damage done by its equipment or its subcontractors' or suppliers' equipment and the Contractor shall defend, indemnify, and hold harmless the City as provided in 107.24 relating to damage caused by the Contractor's or its subcontractors' or suppliers' equipment.

The Contractor shall maintain the previous courses or subgrade during all construction operations, when placing a course upon other courses of embankment, base, subgrade, concrete or asphalt pavement, or other similar items previously constructed. This maintenance includes, but is not limited to, draining, re-compacting, re-grading, or if destroyed, the removal of Work previously accepted by the City.

Maintain Stormwater Best Management Practice (BMP) features. Prevent sediment laden surface water from coming in contact with BMP features during construction.

Temporary restoration of street surfaces shall be made on installation of underground lines and structures, surplus excavation shall be removed, and the street graded and put in a safe and passable condition. Settlements occurring in or adjacent to trenches shall be immediately refilled to the proper grade. Failure on the part of the Contractor to restore the street surface to the satisfaction of the Engineer may be considered a cause sufficient for suspending the applicable work until such restoration. In the event the Engineer orders the Work suspended for conditions under this Section, the expense and time, whether direct or indirect, for such suspension shall be borne solely by the Contractor and shall not be considered a suspension of work under 104.02.C.

The Contractor shall repair, restore and clean streets and other public facilities outside the Construction Limits that are affected by its operations, including hauling and delivery of materials.

If the Contract does not contain an Item 616 - Dust Control, all costs of maintenance work and dust control during construction and before the Project is accepted shall be included in the Contract Sum.

All costs of maintenance work during construction and before the Project is accepted shall be included in the Contract Sum and the Contractor shall not be paid an additional amount for such work.

**105.15 Failure to Maintain Roadway or Structures, Traffic Control Facilities and Other Appurtenances.** If the Contractor, at any time, fails to comply with the provisions of 105.14, the Engineer will immediately notify the Contractor of such non-compliance. If the Contractor fails to remedy unsatisfactory maintenance within twenty four hours after receipt of such notice, the Engineer may immediately proceed to maintain the Project site and the entire cost of this maintenance will be deducted from monies due or to become due the Contractor on the Contract pursuant to 109.14.

**105.16 Borrow and Waste Areas.** Before any borrow or waste disposal operations are to begin, the Contractor shall submit its plan for operation, control of drainage water, cleanup, shaping, and restoration of the disturbed areas and obtain the Engineer's written approval. The plan of operations shall include the following:

- A. Control of drainage water.
- B. Cleanup, shaping, and restoration of disturbed areas.
- C. Disposal of regulated materials.
- D. Avoidance of regulated areas.
- E. Excavation and filling of waste and borrow areas.
- F. Saving of topsoil.
- G. Temporary Sediment and Erosion Control BMPs required for compliance under the Clean Water Act, Ohio Water Pollution Control Act, (OWPCA) (ORC Chapter 6111), any applicable individual and/or general National Pollutant Discharge Elimination System (NPDES) permit, any applicable provisions of the City of Westerville Stormwater Drainage Manual, and the provisions of any applicable Stormwater Pollution Prevention Plan.

When it becomes necessary to locate such areas in or near streams, special precautions shall be taken.

The stability of borrow and waste areas and any damage to surrounding property resulting from movement of the area shall be the sole responsibility of the Contractor. Perform all engineering necessary to ensure long term stability of all side slopes and foundations of all borrow and waste areas. If requested by the Engineer, furnish a certification by a Registered Engineer attesting to the stability of all borrow and waste areas. The Contractor shall defend, indemnify and hold harmless the City as provided in 107.24 for all damage resulting from the instability of borrow and waste areas, the removal of borrow materials, the placement of waste materials, or the hauling of material to and from these areas. Repairs to approved haul roads shall be made in accordance with 105.13.

Restoration of all borrow or waste areas shall include cleanup, shaping, replacement of topsoil and establishment of vegetation cover by seeding and mulching in accordance with the Contract Documents at no additional cost to the City. The restored area shall be well drained unless approval is given by the Engineer to convert a pit area into a pond or lake, in which case restoration measures shall be confined to the disturbed areas above the anticipated normal water level.

If burning is permitted under the OAC-3745-19 and ORC 1503.18, submit a copy of the Ohio EPA permit and the Ohio DNR permit to the Engineer and copies of all information used to obtain the permit.

Prior to the disposal of waste materials, submit to the City an executed copy of the contract or permission statement from the property owner. The contract or permission statement must indicate that the waste materials are not the property of the City. Further, it must expressly state that the City is not a party to the contract or permission statement and that the Contractor and property owner will defend, indemnify and hold harmless the City as provided in 107.24 relating to their contract or permission statement. The disposal of waste materials shall be in compliance with the hazardous and solid waste laws and regulations of the state of Ohio, Franklin County, Ohio, Delaware County, Ohio and the City of Westerville.

The cost of work described herein necessary to secure these results shall be included in the Contract Price bid for these items to which they apply. The Cost of the work described herein is incidental to the Contract, unless included under another item of work.

**105.17 Use of Fire Hydrants.** In accordance with City Code, including but not limited to Section 931.04(f) of the Codified Ordinances of Westerville, Ohio, and the City rules and regulations, the Contractor shall obtain the proper hydrant permits(s), and pay any applicable fees, for the use of hydrants(s) deemed necessary for work performed under this Contract. Permit(s) must be obtained from the jurisdiction owning and maintaining the hydrant (for areas outside Westerville corporation limit) and from the City of Westerville Water Department (for areas inside Westerville corporation limits). The Contractor shall adhere to all rules and regulations governing said permit and must have the original permit on site anytime in which the hydrant is in use.

Cost of the permit and application fees shall be included in the Contract Sum.

**105.18 Moving of Equipment.** Non-rubber tired vehicles or equipment shall not be moved on City streets.

**105.19 Construction and Demolition Debris, Vegetative Debris, and Clean Soil.**

**A. Construction and Demolition Debris.** The Contractor shall manage Construction and Demolition Debris generated in carrying out the Work in compliance with the requirements of ORC Chapter 3714, OAC Chapter 3745-400, and the regulations of the Franklin County Board of Health. The Contractor shall dispose of Construction and Demolition Debris at a licensed Construction and Demolition Debris facility or as otherwise authorized in OAC 3745- 400-04.

The Contractor shall maintain records establishing compliance with ORC Chapter 3714, OAC Chapter 3745-400 and the regulations of the Franklin County Board of Health, in the management and disposal of Construction and Demolition Debris generated in carrying out the Work.

**B. Clean Hard Fill.** The Contractor shall manage and/or dispose of Clean Hard Fill generated in carrying out the Work in compliance with the requirements of OAC 3745- 400-05 and as follows:

1. Recycle the Clean Hard Fill into a usable construction material if allowed by the Contract Documents;
2. Dispose of the Clean Hard Fill in licensed construction and demolition debris or other waste facilities;
3. Use the Clean Hard Fill in legitimate fill operations for construction purposes or to bring the site up to a consistent grade, on the site of generation if allowed by the Contract Documents; or
4. Use the Clean Hard Fill in legitimate fill operations for construction purposes or to bring the site up to a consistent grade, on a site other than the site of generation, if allowed by the Contract Documents provided that:
  - a. The Contractor shall provide a written “Notice of Intent to Fill” to each licensing authority where the clean hard fill is to be placed. The notification shall be received by each local licensing authority with sites to be filled, at least seven days prior to filling as required by division (F) of Section 3714.13 of the Revised Code. The Contractor shall provide a new Notice of Intent to Fill if there are any changes in the information required for notification under OAC 3745-400-05.

The Notice of Intent to Fill shall state:

- i. The nature of the fill material, the site(s) to be filled;
- ii. When filling will begin and end; and
- iii. The telephone number of the Contractor.

Clean Hard Fill generated in the City and that is hauled off the site at which the fill was generated must be hauled by a waste hauler registered with the Franklin County Board of Health in a vehicle permitted by the Franklin County Board of Health.

The Contractor shall maintain records establishing compliance with OAC 3745-400-05 and the regulations of the Franklin County Board of Health in the management and disposal of Clean Hard Fill generated in carrying out the Work.

**C. Vegetative Debris.** Trees, brush, stumps, tree trimmings, branches, weeds, leaves, grass, shrubbery, yard trimmings, crop residue, and other vegetative debris generated in the clearing and grubbing of a construction site in the course of performing the work shall be managed and disposed of as follows:

1. If specifically allowed by the Contract Documents, vegetative debris generated in the clearing and grubbing of a construction site in the course of performing the Work may be used as fill material at the site on which such debris was generated, either alone or in conjunction with clean soil, sand, gravel, or other clean aggregates, in legitimate fill operations for construction purposes or to bring the site up to a consistent grade;
2. Vegetative debris not used in legitimate fill operations at the site of generation shall be disposed of at a licensed yard waste composting facility; or
3. Vegetative debris not used in legitimate fill operation at the site of generation shall be disposed of at a licensed solid waste disposal facility if a yard waste compost facility has refused to accept the vegetative debris and the Contractor obtains a Refusal of Acceptance form.

The Contractor shall maintain records establishing compliance with OAC Chapter 3745-27 in the management and disposal of vegetative debris generated in carrying out the Work.

**D. Clean Soil.** Clean Soil generated in the City of Westerville shall be managed and disposed of in compliance with the regulations of the Franklin County Board of Health and as follows:

1. If allowed by the Contract Documents, use the Clean Soil in legitimate fill operations for construction purposes or to bring the site up to a consistent grade, on the site of generation if allowed by the Contract Documents; or
2. If allowed by the Contract Documents, use the Clean Soil in legitimate fill operations for construction purposes or to bring the site up to a consistent grade, on a site other than the site of generation, if allowed by the Contract Document; or
3. Dispose of the Clean Soil at a registered clean fill disposal site.

Clean Soil generated in Franklin County, Ohio and that is hauled off the site at which the fill was generated must be hauled by a waste hauler registered with the Franklin County Board of Health in a vehicle permitted by the Franklin County Board of Health.

The Contractor shall maintain records establishing compliance with OAC Chapter 3745-27 and the regulations of the Franklin County Board of Health in the management and disposal of clean soil generated in carrying out the Work.

If the Project contains garbage or solid and hazardous waste, the Contract Documents will detail the removal of these items in compliance with Ohio's solid and hazardous waste laws and regulations and the regulations of the Franklin County Board of Health.

When wasting PCC, mix the PCC with at least 30 percent natural soil to construct an inner core in the waste area. Cover this inner core with 3 feet of natural soil on the top and 8 feet on the side slopes. Place and compact the material according to CMS 203.06.D to prevent future settlement and sliding.

When the wasting of clean hard fill is allowed, comply with all the requirements of this Section and 105.16.

## ITEM 106 CONTROL OF MATERIAL

- 106.01 Source of Supply and Quality Requirements
- 106.02 Samples, Tests, Cited Specifications
- 106.03 Small Quantities and Materials for Temporary Application
- 106.04 Plant Sampling and Testing Plan
- 106.05 Storage of Materials
- 106.06 Handling of Materials
- 106.07 Unacceptable Materials
- 106.08 City-Furnished Materials

**106.01 Source of Supply and Quality Requirements.** The materials used on the Work shall meet all requirements of the Contract. In order to expedite the inspection and testing of materials, the Contractor shall notify the Engineer of the proposed sources of materials prior to delivery. At the option of the Engineer, materials may be inspected at the source of supply before delivery is started. If it is determined by the Engineer that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources without adjustment to the Contract Sum or Time.

The Contractor shall furnish or cause to be furnished to the Engineer, delivery tickets or documents for all materials to be incorporated in the Work. Tickets or documents shall describe in detail the type, size, specification or data, fully denoting the materials being delivered.

**106.02 Samples, Tests, Cited Specifications.** All materials will be inspected and tested, and the compliance will be determined by the Engineer before incorporation into the Work. The City may sample and test materials or require certifications. Unless otherwise designated, tests in accordance with AASHTO, ASTM or other methods on file at the Laboratory will be made by and at the expense of the City. Samples will be taken by a qualified representative of the City.

All materials being used are subject to inspection, test or rejection at any time prior to incorporation into the Work. Copies of all tests will be furnished to the Contractor's representative. The Contractor, in all cases, shall furnish the required samples and specified material certifications at no expense to the City.

Transports and distributors hauling bituminous material shall be equipped with an approved submerged bituminous material sampling device.

If, in the judgment of the Engineer, the quantity used of any one material is so inconsequential as to not warrant testing in accordance with the minimum requirements for sampling materials in CMS Section 700, verification of the quality of the material may be covered by a Field Inspection Report of Materials, prepared by the Engineer.

**106.03 Small Quantities and Materials for Temporary Application.** The Engineer may accept small quantities and materials for temporary application that are not intended for permanent incorporation into the Work. The Engineer may accept these small quantities and materials for temporary application in either of the following cases:

- A. Where similar materials from the same source have recently been approved.
- B. Where the materials, in the judgment of the Engineer, will serve the intended purpose.

**106.04 Plant Sampling and Testing Plan.** The Engineer or an authorized representative may undertake the inspection of materials at the source.

In the event plant sampling and testing is undertaken, the Contractor and its material provider shall meet the following conditions:

- A. The Engineer shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.
- B. The Engineer or an authorized representative shall have full entry at all times to such parts of the plant as may concern the manufacture or production of the materials being furnished.
- C. If required by the Engineer, the Contractor shall arrange for an approved building for the use of the Inspector. The building should be located conveniently near the plant and independent of any building used by the material producer.
- D. Adequate safety measures at the plant shall be provided and maintained.

The City reserves the right to retest all materials that have been tested and accepted at the source of supply before their incorporation into the Work. After the approved materials have been delivered to the site, the City may reject all materials that, when retested, do not meet the requirements of the Contract Documents or those established for the specific project.

**106.05 Storage of Materials.** Materials shall be so stored as to assure the preservation of their quality and fitness for the Work. Stored materials, even though approved before storage, may again be inspected prior to their use in the Work. Stored materials shall be located so as to facilitate their prompt inspection. Approved portions of the right-of-way may be used for storage purposes and for the placing of the Contractor's plant and equipment, but any additional space required therefore must be provided by the Contractor at no expense to the City. Private property shall not be used for storage purposes without written permission of the owner or lessee, and if requested by the Engineer copies of such written permission shall be furnished. All storage sites shall be restored to their original condition by the Contractor at no expense to the City and the Contractor shall defend, indemnify and hold harmless the City as provided in 107.24 relating to their contract or permission statement.

**106.06 Handling of Materials.** All materials shall be handled in such manner as to preserve their quality and fitness for the Work. Aggregate shall be transported from the storage site to the project in tight vehicles so constructed as to prevent loss or segregation of materials after loading and measuring in order that there may be no inconsistencies in the quantities of materials intended for incorporation in the Work as loaded, and the quantities as actually received at the place of operations.

**106.07 Unacceptable Materials.** All materials not conforming to the requirements of the Contract Documents at the time they are used shall be considered unacceptable and shall be removed immediately from the site of the Work unless otherwise instructed by the Engineer. Unacceptable materials allowed to remain in place shall be addressed according to 105.03. No previously identified unacceptable materials, the defects of which have been corrected, shall be used until approval has been given. Upon failure on the part of the Contractor to comply immediately with any order of the Engineer made under the provisions of this Section, the Engineer shall have authority to remove and replace defective materials and to deduct the cost of removal and replacement from any monies due or to become due to the Contractor pursuant to 109.14.

**106.08 City-Furnished Materials.** The Contractor shall furnish all materials required to complete the Work, except when otherwise provided in the Contract Documents.

Materials furnished by the City will be delivered or made available to the Contractor at the points specified in the Contract Documents.

The cost of handling and placing all materials after they are delivered to the Contractor shall be considered as included in the Contract Price for the item in connection with which they are used.

The Contractor shall be responsible for all delivered materials, and deductions will be made from any monies due the Contractor to make good any shortages and deficiencies, from any cause whatsoever, and for any damage which may occur after such delivery, and for any demurrage charges.

## 107 LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC

- 107.01 Laws to be Observed
- 107.02 Permits, Licenses, and Taxes
- 107.03 Patented Devices, Materials and Processes
- 107.04 Restoration of Surfaces Opened by Permit
- 107.05 Government-Aid Provisions
- 107.06 Sanitary Provisions
- 107.07 Public Convenience and Safety
- 107.08 Barricades and Warning Signs
- 107.09 Maintenance of Traffic
- 107.10 Use of Explosives
- 107.11 Protection and Restoration of Property
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- 107.13 Responsibility for Damage Claims and Liability Insurance
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- 107.16 Contractor's Responsibility for Work
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- 107.18 Furnishing Right-of-Way
- 107.19 Personal Liability of Public Officials
- 107.20 No Waiver of Legal Rights
- 107.21 OSHA
- 107.22 Litigation
- 107.23 Environmental Protection
- 107.24 Indemnification

**107.01 Laws to be Observed.** The Contractor shall keep fully informed of all Federal, State and local laws, ordinances, codes and regulations, and all orders and decrees of authorities having any jurisdiction or authority, which in any manner affect those engaged or employed on the Work, or which in any way affect the conduct of the Work. The Contractor shall at all times observe and comply with all such laws, ordinances, codes, regulations, orders, and decrees; and shall protect and defend, indemnify and hold harmless the City as provided in 107.24 relating to violation of any such law, ordinance, code, regulation, order, or decree, whether by the Contractor or its employees or agents, or the Contractor's subcontractors or suppliers.

The Contractor, under Title VI of the Civil Rights Act and related statutes, agrees that in the hiring of employees for the performance of Work under this Contract or any subcontract hereunder, no Contractor or subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall, by reason of race, color, religion, sex, national origin, age, familial status, disability, pregnancy, sexual orientation, gender identity, or gender expression, or any prohibition provided by federal or state law, discriminate against any citizen of the United States in the employment of labor or workers, who is qualified and available to perform the Work to which the employment relates.

No Contractor, subcontractor, nor any of their employees or agents shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under this Contract on account of race, color, religion, sex, national origin, age, familial status, disability,

pregnancy, sexual orientation, gender identity or gender expression, or any prohibition provided by federal or state law.

Comply with OAC-4123:1-3, entitled “Specific Safety Requirements of the Industrial Commission of Ohio Relating to Construction,” as amended, and with the Federal Occupational Safety and Health Act of 1970 and Code of Federal Regulations, Title 29, Chapter XVII, Part 1926 and as amended.

**107.02 Permits, Licenses and Taxes.** The Contractor shall Procure all permits and licenses; pay all charges, fees, and taxes; and give all notices necessary and incidental to the due and lawful prosecution of the Work.

The Contractor shall include and pay all state and local sales, consumer and use taxes. Materials purchased for incorporation into the work will be exempt from state and local sales tax. A sales tax exemption certificate will be issued by the City at the request of the Contractor.

**107.03 Patented Devices, Materials and Processes.** If the Contractor employs any design, device, material, or process covered by letters of patent or copyright, suitable legal agreement(s) with the patentee or owner shall be provided for such use. The Contractor shall defend, indemnify and hold harmless the City, as well as any affected third party or political subdivision, as provided in 107.24 relating to any infringement by reason of the use of any such patented design, device, material or process or any trademark or copyright.

The Contractor must obtain the approval of the City to substitute a patented material or process specified in the Contract Documents.

In the case of patented pavements and wearing courses, where royalties, licensing and proprietary service charges exacted or to be exacted by the patentees are published and certified agreements are filed with the City, guaranteeing to prospective Bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented payments may be specifically designated in the Proposal and competition secured upon the item exclusive of the patent or proprietary charges.

**107.04 Restoration of Surfaces Opened by Permit.** The right to construct or reconstruct any utility service in the roadway, street, or right-of-way or to grant permits for same, at any time, is hereby expressly reserved by the City, or the owner of said roadway, street or right-of-way.

Any individual, firm, or corporation wishing to make an opening in the street must secure a permit. The Contractor shall allow parties bearing such permits, and only those parties, to make openings in the roadway.

When ordered by the Engineer, the Contractor shall make in an acceptable manner all necessary repairs due to such openings and such necessary work will be paid for as provided in the Specifications, and the repair work shall conform to the Contract Documents.

**107.05 Government-Aid Provisions.** When the United States Government or the State of Ohio Government pays for all or any portion of the Project’s cost, the Federal or State laws and the rules and regulations made pursuant to such laws must be observed and the Work is subject to the inspection of the appropriate Federal and/or State agency.

Such inspections shall not make the Federal or State Government a party to this Contract and such inspections will in no way interfere with the rights of the Contractor or the City under the Contract.

**107.06 Sanitary Provisions.** The Contractor shall provide and maintain in a neat, sanitary condition such accommodations for the use of its employees and City representatives as may be necessary to comply with the requirements of the State and local Board of Health, or of other authorities having jurisdiction.

**107.07 Public Convenience and Safety.** The Contractor shall, at all times, conduct the Work so as to ensure the least possible obstruction to traffic. The safety and convenience of the general public and the residents along the street and the protection of persons and property shall be provided for by the Contractor as specified under 104.04.

The Contractor shall provide and maintain safeguards, safety devices and protective equipment and take any other needed actions as may be necessary to protect the public and property in connection with the work. Do not close streets unless specifically allowed by the Contract.

The presence of barricades or lights provided and maintained by any party other than the Contractor shall not relieve the Contractor of this responsibility.

**107.08 Barricades and Warning Signs.** Temporary traffic control devices and facilities shall be furnished, erected, maintained and paid for in accordance with the provisions of CMS Item 614, Maintaining Traffic. All traffic control devices shall conform to Part 6 of the OMUTCD for Streets and Highways as amended, as required under Section 4511.09 of the Ohio Revised Code. The provisions of this item and this Section shall not in any way relieve the Contractor of any of its legal responsibilities or liabilities for the safety of the public.

**107.09 Maintenance of Traffic.** All work shall be performed in accordance with CMS Item 614, Maintaining Traffic. To avoid interruption of bus and coach operations, the Contractor shall give sufficient advance notice to the company or companies concerned to permit rerouting of lines, if necessary.

When material is piled in the gutters, suitable drains of sufficient size to carry all the storm water flowing in the gutters shall first be laid. Where the drainage from cross streets or alleys is interfered with or cut off by reason of the nature of the work, suitable crossings shall be provided for pedestrians. No material shall be piled within 20 feet of any fire hydrant.

The Contractor shall notify the City of Westerville Fire and Police Divisions and “Paving the Way” whenever a street or section of street is about to be closed to traffic and also when it is to be opened.

**107.10 Use of Explosives.** When and if it is necessary for the prosecution of the Work to resort to blasting with explosives, the Contractor shall use the highest degree of care and adequate protective measures so as not to endanger life, completed portions of the Work, and all other property, both public and private. Before conducting any blasting operations, the Contractor shall furnish the Engineer, in writing, a schedule of intended blasting operations and it shall give the Engineer prior written notification of any changes in such schedule.

The use, handling, storage and transportation of explosives shall conform and be in accordance with the applicable requirements and/or provisions of:

1. the latest revision of "State of Ohio Administrative Code Chapter 4121:1-3," issued by the Department of Industrial Relations and the Industrial Commission of the State of Ohio;
2. the Ohio Explosive Laws, Section 3743.01 - 3743.26 of the ORC and amendments thereto;
3. local regulations; and
4. as specified herein.

The Contractor shall secure a written approval from the City before any blasting work is begun.

All shot firing shall be done by Institute of Makers of Explosives (IME) approved electrical or non-electric blasting systems which allows the blaster to control the exact moment in which firing of the shot will occur. The Contractor shall make suitable provisions to prevent the scattering of broken rock, earth, stones or other material during blasting operations.

**107.11 Protection and Restoration of Property.** The Contractor is responsible for the preservation of all property impacted by the Contractor's operations.

The Contractor is responsible for all damage or injury to property, during the prosecution of the Work, resulting from any act, omission, neglect, defective work or materials, or misconduct in the manner or method of executing the Work. The Contractor shall remain responsible for all damage and injury to property until the Project is accepted under 109.11. The Contractor shall defend, indemnify and hold harmless the City as provided in 107.24 relating to any damage or injury to property.

If the Contractor causes any direct or indirect damage or injury to public or private property by any act, omission, neglect, or misconduct in the execution or the non-execution of the Work, then it must restore, at its own expense, the property to a condition similar or equal to that existing before the damage or injury.

If mailboxes, road, or street name signs and supports interfere with the Work, then remove and erect them in a temporary location during construction in a manner satisfactory to and as directed by the Engineer. After completion of the Work and before final acceptance of the Project, erect the mailboxes, road, or street name signs and supports in their permanent locations according to the plans unless otherwise directed by the Engineer. Consider the cost of this Work as incidental to the affected items.

Cooperate with the Engineer in protecting and preserving survey monuments that are affected by the Work as required by ORC 5519.05. At the beginning of the Work, verify the position of all survey monuments in the area to be improved, according to CMS Item 623. If Survey monuments not shown on the Contract Documents are unexpectedly encountered, then protect, reference, and preserve them in the same manner as survey monuments that are shown in the Contract Documents.

Do not create staging areas, store materials and equipment, or borrow or waste materials in areas labeled as an environmental resources area in the Contract Documents. All properties to be utilized by the Contractor outside the project Work Limits must be cleared for all environmental resource impacts prior to the beginning of work. Environmental resources include but may not be limited to:

1. Cultural Resources

- a. Buildings, structures, objects, and sites eligible for or listed on the National Register of Historic Places
- b. Historic or prehistoric human remains, cemeteries, and/or burial sites (pursuant with ORC 2909.05 and 2927.11)
2. Ecological Resources
  - a. Wetlands
  - b. Streams
  - c. Wooded areas with trees to be removed in excess of 8 inches diameter at breast height
3. Public Lands
  - a. Lands meeting the criteria of 49 U.S.C. 303, 23 CFR 771.135: 4(f).
  - b. Lands meeting the criteria of 16 U.S.C. 4601-4, 36 CFR59.1: 6(f).
4. FEMA Mapped 100 year Floodplains
5. Hazardous Waste Areas

Except for locations utilized specifically for:

1. Parking of equipment between workdays for maintenance type projects;
2. Reuse of Clean Hard Fill as described in CA-EW-20 (ODOT Beneficial Reuse Form). Prior to transferring Clean Hard Fill from the project, fully execute form CA-EW-20 and provide appropriate documentation to the Engineer as described for each reuse option.

All areas proposed to be utilized by the Contractor outside the Construction Limits and not described above shall be reviewed by the City. Exception (1.) noted above only applies to projects with “maintenance” in the project description. The Contractor shall certify that the proposed site to be utilized for the Contractor will not impact:

1. Cultural Resources
2. Ecological Resources
3. Public Lands
4. FEMA Mapped 100 year Floodplains
5. Hazardous Waste Areas

Provide all documentation and the consultant certification to the Engineer.

Should the areas proposed for use by the Contractor outside the project right-of-way limits contain environmental resources, the Contractor is responsible to the City for all environmental clearances and permits prior to the beginning of Work.

#### **107.12 Contractor’s Use of the Project Right-of-Way or Other City-Owned Property.**

**A. Disposal of Waste Material and Construction Debris and Excavation of Borrow on the Project Right-of-Way or on Other City-Owned Property.** Dispose of waste material according to 105.16 and dispose of construction debris according to 105.19. In addition to the rights granted in 104.05, the Contractor’s use of the Project Right-of-Way or other City-owned property for the disposal of waste material and construction debris and excavation of borrow material is restricted as follows:

1. If the Contract Documents identify locations for the disposal of waste material and construction debris or excavation of borrow material within the Project Right-of-Way or on other City-owned property, then only perform these operations in these designated locations.

2. If the Contract Documents do not identify locations for the disposal of waste material and construction debris or excavation of borrow material within the Project Right-of-Way or on other City-owned property, then do not bid assuming that the City will make such locations available.

If the Contractor's request to use locations within the Project Right-of-Way or on other City-owned property is approved by the Engineer, then the City may allow the Contractor to dispose of waste material and construction debris or excavate borrow material for a fee that will be negotiated with the City.

**B. Equipment Storage and Staging.** The Contractor shall not bid in anticipation of using any properties within the Project Right-of-Way or any City-owned property that is outside the Project Right-of-Way for equipment storage or staging. Subject to the approval of the Engineer, the Contractor may be permitted to use, fee-free, any portion of the Project within the Project Right-of-Way for staging, equipment storage, or an office site, provided such usages do not interfere with the Work and are not prohibited by the Contract Documents.

**C. Equipment Removal and Site Restoration.** Remove all Contractor equipment and completely restore all utilized sites used as required by 104.07 before Final Acceptance as provided in 109.11.

**107.13 Responsibility for Damage Claims and Liability Insurance.** The Contractor shall indemnify and save harmless the City and all of its representatives, counties, public utilities, any affected railroad or railway company, and any fee owner from whom a temporary Right-of-Way was acquired for the Project from all suits, actions, claims, damages, or costs of any character brought on account of any injuries or damages sustained by any person or property on account of any negligent act or omission by the Contractor or its subcontractors or agents in the prosecution or safeguarding of the Work.

The Contractor shall procure and maintain insurance for liability for damages imposed by law and assumed under this Contract, of the kinds and in the amounts hereinafter provided from insurance companies authorized to do business in the State by the Ohio Department of Insurance. The cost of insurance is incidental to all contract items. Before the execution of the Contract by the City, furnish to the City a certificate or certificates of insurance in the form satisfactory to the City demonstrating compliance with this subsection. Provide an insurance certificate or certificates that show that the Contractor's liability and auto policies coverage are not reduced, restricted, or canceled until 30 days written notice has been given to the City by the insurer. Mail all certificates and notices to: City of Westerville-Department of Administrative Services at 21 S State Street, Westerville, OH 43081. Upon request, the Contractor shall furnish the City with a certified copy of each policy, including the provisions establishing premiums.

The types and minimum limits of insurance are as follows:

**A. Workers' Compensation Insurance.** Comply with all provisions of the laws and rules of the Ohio Bureau of Workers' Compensation covering all operations under Contract with the City whether performed by it or its subcontractors. In addition, if a portion of the Work is performed from a barge or ship or requires unloading material from a barge or ship on a navigable waterway of the United States, it is the responsibility of the Contractor to arrange coverage for that portion of the Work under the Longshore and Harborworkers' Compensation Act [33 USC Section 901 *et seq.*] and the Jones Act [5 USC Section 751 *et seq.*] and provide proof of coverage to the City.

**B. Commercial General Liability Insurance.** The minimum limits for liability insurance are as follows:

General Aggregate Limit	\$2,000,000
Products - Completed Operations Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000

Obtain the above minimum coverages through primary insurance or any combination of primary and umbrella insurance. In addition, the City will require the General Aggregate Limit on a per project basis.

Ensure that the Commercial General Liability Insurance policy names the City its officers, agents, and employees as additional insureds with all rights to due notices in the manner set out above. Obtain Explosion, Collapse, and Underground (XCU) coverage at the same limits as the commercial general liability insurance policy. In addition, if blasting is to be performed, obtain XCU coverage providing a minimum Aggregate Limit of \$5,000,000 and Each Occurrence Limit of \$1,000,000. Submit proof of insurance, endorsements, and attachments to the Engineer prior to starting the Work.

**C. Comprehensive Automobile Liability Insurance.** The Comprehensive Automobile Liability policy shall cover owned, non-owned, and hired vehicles with minimum limits as follows:

Bodily Injury and Property Damage Liability Limit Each Occurrence	\$1,000,000
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Insurance coverage in the minimum amounts set forth neither relieves the Contractor from liability in excess of such coverage, nor precludes the City from taking such other actions as are available to it under any other provisions of this Contract or otherwise in law.

Clearly set forth all exclusions and deductible clauses in all proof of insurance submitted to the City. The Contractor is responsible for the deductible limit of the policy and all exclusions consistent with the risks it assumes under this Contract and as imposed by law.

If the Contractor provides evidence of insurance in the form of certificates of insurance, valid for a period of time less than the period during which the Contractor is required by terms of this Contract, then the City will accept the certificates, but the Contractor is obligated to renew its insurance policies as necessary. Provide new certificates of insurance from time to time, so that the City is continuously in possession of evidence that the Contractor's insurance is according to the foregoing provisions.

If the Contractor fails or refuses to renew its insurance policies or the policies are canceled or terminated, or if aggregate limits have been impaired by claims so that the amount available is under the minimum aggregate required, or modified so that the insurance does not meet the requirements of 107.12.C, the City may refuse to make payment of any further monies due under this Contract or refuse to make payment of monies due or coming due under other contracts between the Contractor and the City. The City in its sole discretion may use monies retained pursuant to this subsection to renew or increase the Contractor's insurance as necessary for the periods and amounts referred to above. Alternatively, should the Contractor fail to comply with these requirements, the City may default the Contractor and call upon the Contractor's Surety to remedy any deficiencies. During any period when the required insurance is not in effect, the Engineer may suspend performance of the

Contract. If the Contract is so suspended, the Contractor is not entitled to additional compensation or an extension of time on account thereof.

Nothing in the Contract Documents and insurance requirements is intended to create in the public or any member thereof a third party beneficiary hereunder, nor is any term and condition or other provision of the Contract intended to establish a standard of care owed to the public or any member thereof.

**107.14 Reporting, Investigating, and Resolving Motorist Damage Claims.** The Contractor and the City are required to report, investigate, and resolve motorist damage claims according to 107.11 and 107.13 and as follows:

When a motorist reports damage to its vehicle either verbally or in writing to the Contractor, the Contractor shall within 3 days make and file a written report to the Engineer. In the event that the City directly receives the motorist's claim, the Engineer shall within 3 days send the claim report to the Contractor. In the event the Contractor has not agreed to resolve the motorist claim, the City shall forward the report to the City's insurance carrier(s) who, as a co-insured party, may then contact the Contractor's insurance company and request that the insurance company investigate and resolve the claim. If the Contractor or their insurance company does not resolve the claim in a timely manner, the City may advise the motorist of the option of pursuing the claim in a court of competent jurisdiction.

In the event of a lawsuit filed against the City by the motorist, the City and/or its insurance carrier, as co-insured party, may request the Contractor's insurance company to defend this lawsuit and hold the City harmless according to 107.13.

If the lawsuit claim amount is \$2,500 or less and the City determines that the Contractor is responsible for the claimed damages then the City may, after notifying the Contractor, determine that it would be in the best interest of the City to settle the claim. Any settlement amount including court costs may be assessed to the Contractor and deducted from the project. The Engineer will notify the Contractor prior to executing the deduction. The Contractor or the Contractor's insurance company may within 14 days appeal the assessment decision of the City to a court of competent jurisdiction.

**107.15 Opening Sections of Project to Traffic.**

**A. When Ordered by the Engineer.** Upon written notice from the Engineer directing that the highway, street, bridge, or culvert, or any part thereof be opened for travel, the Contractor shall put the highway, street, bridge or culvert or such portions thereof as the Engineer may direct in such condition for travel as the Engineer may direct, and shall remove all barriers and obstructions. The Engineer's direction to open for travel shall not constitute Acceptance of the Work in whole or in part. However, the Contractor shall not be responsible for damage by such traffic to completed or partially completed portions of the Work. Additional costs and time to the Contractor by such action shall be reimbursed in accordance with 104.02.F and 108.06.D, as applicable.

**B. When Progress is Unsatisfactory or Work is Suspended by the Contractor.** When a portion of a roadway or a structure is completed and the progress schedule for the Work has not been met or the Contractor suspends work for over fourteen days during the normal construction season, the Engineer on written notice to the Contractor may order the road or structure to be opened for travel and the Contractor shall place the highway, street, structure, or portions thereof in such condition for travel as the Engineer may order and shall remove all barriers and obstructions at no cost to the City.

### 107.16 Contractor's Responsibility for Work.

Until the Engineer accepts the Work during the Final Acceptance according to 109.11, the Contractor is responsible for the Project and will take every precaution against injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work. Rebuild, repair, restore, and make good all injuries or damages to any portion of the Work occasioned by any of the above causes before final acceptance. Bear the expense of the repairs except when damage to the Work was due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor. Unforeseeable causes include but are not restricted to; (a) earthquake, floods, tornados, high winds, lightning or other catastrophes proclaimed a disaster or emergency, (b) slides, (c) civil disturbances, or (d) governmental acts.

In the event that the Engineer determines that damage to completed permanent items of Work results from traffic using a substantially completed section of Roadway, the Department may compensate the Contractor for repair of the damage as authorized by Change Order. Additionally, if traffic permanently damages beyond use and of the following temporary maintenance of traffic items, the City may compensate the Contractor for replacement of the item as authorized by Change Order:

- Arrow board
- Work zone signal, pole, or controller
- Lighting unit or pole
- Changeable message sign
- Work Zone Impact Attenuator
- Truck Mounted Impact Attenuator
- Digital Speed Limit Sign Assembly
- Portable Barrier
- Queuing Detection Equipment
- Work Zone Egress Systems

To receive compensation for the damage to permanent items of Work or temporary maintenance of traffic items named above, the Contractor must first meet the following requirements.

- A. Notify the Engineer of each occurrence of damage in writing within 10 Calendar Days.
- B. Contact the local law enforcement agency to determine if the accident was investigated and a report filed. If an accident report was filed, obtain the report and notify the motorist, and copy their insurance company, via certified mail informing both that the motorist is responsible for the cost of damage repairs. If the motorist does not respond within 30 days, make a second attempt to contact the motorist and copy the insurance company via certified mail.
- C. If no response is received from the motorist or insurance company within 30 days of the motorist receipt of the second notice, send a letter to the Engineer within eighteen months of the event and include documentation of good faith effort to seek recovery from responsible parties.
- D. The City will make an adjustment according to 108.06 and 109.05 to compensate the Contractor for the added costs and delays, if any, resulting from the repair or replacement of damaged Work.

If there is no accident report on file and no means of identifying the responsible motorist, the Contractor may likewise be compensated to repair the damaged Work.

In case of suspension of Work by the Contractor or under the provisions of 105.01, the Contractor is responsible for the Project and shall take necessary precautions to prevent damage to the Project; provide for normal drainage; and erect any necessary temporary structures, signs, or other facilities at its expense. During such period of suspension of Work, properly and continuously maintain in an acceptable growing condition all living material in newly established plantings, seedings, and sodding furnished under the Contract, and take adequate precautions to protect new tree growth and other important vegetative growth against injury.

The Engineer may direct the Contractor to remove graffiti any time during the Work. The City will make an adjustment according to 108.06 and 109.05 to compensate the Contractor for the added costs and delays, if any, resulting from all ordered graffiti removal.

**107.17 Contractor's Responsibility for Utility Property and Services.** At points where the Contractor's operations are adjacent to properties of railway, telephone, cable, fiber optics, and power companies, or are adjacent to private wells, private wastewater disposal facilities, private stormwater conveyance systems and other utilities or property, damage to which might result in considerable expense, loss, or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made.

The Contractor shall cooperate with the owners of any underground or overhead utility lines in their protection and in removal and rearrangement operations in order that these operations may progress in a reasonable manner, that duplication of rearrangement work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.

In the event of interruption to underground or overhead utility services, water lines, private water wells, private wastewater disposal facilities or utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall immediately notify the occupants of nearby premises and the proper authority or operator of the utility facility of the disruption and shall cooperate with the said authority in the restoration of service. If water or sewer service is interrupted, repair work shall be continuous until the service is restored by a licensed Contractor. No work shall be undertaken around fire hydrants until provisions for continued service have been approved by the local fire authority.

**107.18 Furnishing Right-of-Way.** The City will be responsible for the securing of all necessary rights-of-entries in advance of construction. The Bid Documents will indicate any exceptions. The City will notify all prospective Bidders in writing before the date scheduled for receipt of Bids regarding the specific dates certain parcels will be made available to the Contractor.

**107.19 Personal Liability of Public Officials.** In carrying out any of the provisions of these specifications, or in exercising any power or authority granted to them by or within the scope of the Contract, there shall be no liability of the City or City-authorized representatives, either personally or as officials of the City, it being understood that in all such matters they act solely as agents and representatives of the City.

**107.20 No Waiver of Legal Rights.** No action or inaction by the City, including but not limited to, the inspection by the Engineer, nor by any inspector or duly authorized City representatives, nor any

order, measurements, or certificate by the City, or said representatives, nor any order by the City for the payments of money, nor any payment for, nor acceptance of any Work by the Engineer, nor any extension of time, nor any possession taken by the City or its duly authorized representatives, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the City, or any right to damages herein provided, or any other rights or remedies that the City may have under the Contract, at law or otherwise; nor shall any waiver of any breach of the Contract be held to be a waiver of any other subsequent breach.

**107.21 OSHA.** All Contractors shall comply with the provisions of the Occupation Safety and Health Act of 1972 and all amendments thereto.

**107.22 Litigation.** All lawsuits involving claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this Contract or its breach shall be brought in and decided by a court of competent jurisdiction within the County of Franklin, State of Ohio, and the law of Ohio shall govern without reference to its conflict of laws rules, if applicable.

**107.23 Environmental Protection.** Comply with all Federal, State, and local laws and regulations controlling pollution of the environment. Avoid polluting streams, lakes, ponds, and reservoirs with fuels, oils, bitumens, chemicals, sediments, or other harmful materials, and avoid polluting the atmosphere with particulate and gaseous matter.

By execution of this contract, the Contractor, will be deemed to have stipulated as follows:

- E. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
- F. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
- G. That the firm shall promptly notify the Engineer of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- H. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

Fording of streams is prohibited. Causeways for stream and river crossings or for Work below a bridge are permitted provided:

- A. The causeway complies with the requirements of the 404 Permit the City obtained for the Project.

B. The Contractor obtains a 404 Permit from the U.S. Army Corps of Engineers if the City has not obtained such a permit. Obtain the 404 Permit prior to beginning construction of the causeway. The City does not guarantee that the Contractor will be able to obtain a 404 Permit.

Comply with all current provisions of the Ohio Water Pollution Control Act, (OWPCA), (ORC Chapter 6111). The City will obtain a storm water permit under the OWPCA provisions when the plan work acreage requires a permit. Apply for a permit to cover operations outside the Project limits shown on the plans as required by the OWPCA provisions. When the City has not applied for a permit on the Project and a permit is required under the provisions of the OWPCA because of the total area of the Contractor's work, apply for, obtain, and comply with the required permit for both the Work within Project limits and the Contractor's work.

The City has obtained the required permits from the U.S. Army Corps of Engineers and Ohio EPA for Work in the "Waters of the United States" and isolated wetlands under ORC Chapter 6111. Comply with the requirements of these permits.

When equipment is working next to a storm water management facility, including but not limited to, storm sewer inlet, stream, lake, pond, reservoir, dry or wet basin, spill response equipment is required in the event of a hydraulic leak. Do not stockpile fine material next to any storm water management facility.

Take precautions to avoid demolition debris and discharges associated with the excavation and hauling of material from entering the stream. Remove any material that does enter a storm sewer or stream immediately.

When excavating in or adjacent to streams, separate such areas from the main stream by a dike or barrier to keep sediment from entering the stream. Take care during the construction and removal of such barriers to minimize sediment entering the stream.

Accomplish control of ground water and water in excavations in a manner that prevents the degradation of the water quality of any surface water. Install wells and well points with suitable screens and filters where necessary to prevent the continuous pumping of fines. Pump sediment-laden water in a manner to prevent introduction into the city storm sewer system or degradation of streams, lakes, ponds, or other areas of water impoundment. Such prevention may involve but is not limited to the means and methods described in CMS Section 207. Use the current version of the *Sediment and Erosion Control Handbook* to plan this work. Use the methods necessary to prevent adverse effects to surface waters as provided in OAC-3745-1-04. The cost of constructing and maintaining these measures is incidental to the Contract.

Contain, collect, characterize and legally dispose of all waste water and sludge generated during the work. Do not allow or mix any waste water with storm water. Do not discharge any waste water without the appropriate regulatory permits. Manage waste water and sludge in accordance with ORC Chapter 6111 and all other laws, regulations, permits and local ordinances relating to this waste. Waste water management is incidental to the Work unless otherwise specified in the contract.

Control the fugitive dust generated by the Work according to OAC-3745-17-07(B), OAC-3745-17-08, OAC-3745-15-07, and OAC-3745-17-03 and local ordinances and regulations. Prior to the initiation of abrasive coating removal, pavement cutting or any other construction operation that generates dust,

demonstrate to the Engineer that construction related dust will be controlled with appropriate Reasonable Available Control Measures (RACM) as described in OEPA Engineering Guide #57.

In addition, use dust control measures when fugitive dust creates unsafe conditions as determined by the Engineer. Perform this work without additional compensation except for CMS Item 616.

Perform open burning according to 105.16.

**107.24 Indemnification.** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City and its officers, employees, representatives, and agents (hereinafter collectively referred to as the “City”) against any and all claims, actions, damages, costs, and legal liability of every name and nature that the City may sustain, incur or be required to pay (including, but not limited to, consultant and attorney's fees, disbursements, costs or other expenses) arising out of or in connection with the Work by reason of any action, inaction, omission, or breach by the Contractor, its agent(s) or person(s) employed by the Contractor, or any of its subcontractors or suppliers, including but not limited to, (i) failure to comply with the terms and conditions of the Contract or pertinent subcontract(s), or (ii) any of the Contractor's liability under the Contract Documents.

The City may retain any amounts due or that may become due to the Contractor as may be necessary to satisfy any claim for indemnification under the Contract. The Contractor's obligation under this Section shall not be deemed waived by the failure of the City to retain in whole or any part of such monies due to the Contractor, nor shall such suit, action, damages and/or costs have to have been resolved or determined prior to the release of any monies to the Contractor under the Contract, nor shall such obligation be deemed limited or discharged by the procurement of any insurance for liability for damages imposed by law upon the Contractor, its subcontractors or suppliers, or the City.

In applying this indemnification provision, the Contractor shall be required to indemnify the City in any action brought by an employee of the Contractor, or any employee of its subcontractors or suppliers, whenever such employee is found to have been comparatively negligent, even if the Contractor and/or its subcontractors or suppliers are found not to have been negligent themselves.

The Contractor shall advise the Engineer in writing immediately upon its receipt of notice, actual or otherwise, of any (i) incident or circumstance or (ii) claim or action that could give rise to a claim covered by this indemnification provision.

## ITEM 108 PROSECUTION AND PROGRESS OF WORK

- 108.01 Subletting of Contract
- 108.02 Preconstruction Conference
- 108.03 Prosecution and Progress
- 108.04 Limitation of Operations
- 108.05 Character of Workers, Methods, and Equipment
- 108.06 Determining a Time Extension to the Completion Date and Payment for Excusable Delays
- 108.07 Failure to Complete on Time
- 108.08 Unsatisfactory Progress and Default of Contractor
- 108.09 Payroll Records

**108.01 Subletting of Contract.** The Contractor may utilize services of specialty subcontractors, on those parts of the Work which are usually performed by specialty subcontractors. The Contractor shall not award work to Subcontractors totaling in excess of the subcontracted percentage identified in the contractor's Bid unless otherwise approved by the Owner.

**108.02 Preconstruction Conference.** Unless otherwise provided for in the Contract Documents, no Work shall be commenced under this Contract until the Contract is fully executed and a Notice to Proceed has been issued.

After the Contract is fully executed, the City will send Preconstruction Conference notices to all parties. In general, fourteen days are required to notify all interested parties of a Preconstruction Conference. The Contractor shall take note of this requirement and aid in the timely scheduling of the Preconstruction Conference to avoid unnecessary delays in the commencement of the Work.

One week prior to the Preconstruction Conference, the Contractor shall submit to the Engineer three copies of the baseline construction schedule prepared according to 108.03. The Contractor shall furnish a list of proposed subcontractors and material suppliers at or before the Preconstruction Conference. If the Contractor fails to provide the required submissions at or before the Preconstruction Conference, the Engineer may order the Preconstruction Conference suspended until they are furnished.

**108.03 Prosecution and Progress.** The Construction Schedule shall reflect the Contractor's detailed construction plan to be implemented during all phases of the construction process, Notice to Proceed to final completion. The approved Construction Schedule also serves as a means for the Contractor to schedule, coordinate and evaluate the work of its subcontractors and suppliers. The Contractor is required to include and involve all subcontractors and suppliers in the development and updating of the Construction Schedule. The Contractor shall produce schedule updates and reports to analyze project progress and current status and shall be prepared to respond to reasonable requests from the Engineer for additional information.

Unless a specific Pay Item is included in the Proposal, the cost of preparation of the Construction Schedule, progress updates, and other schedule related information requested by the Engineer is to be included within the Contractor's bid prices for the various pay items.

Failure to comply with Project scheduling requirements may be grounds for termination of the Contract. In addition, the City may withhold pay estimates until all scheduling

requirements, including providing schedule updates, are met and accepted by the Engineer.

When a pay item for a CPM schedule is included in the Bid Documents, use Type B – Critical Path Method (CPM) Schedule. Otherwise, all projects shall be scheduled using the Type A – Basic Construction Schedule.

#### **A. Basic Construction Schedule (Type A).**

- 1. Initial/Baseline Construction Schedule Submission.** The Contractor shall submit to the Engineer one week before the Preconstruction Conference a baseline bar chart construction schedule and written narrative describing the sequence of construction, and critical events including delivery of materials, services, or equipment.

The Engineer will review the schedule and within seven calendar days of receipt, will either accept the schedule or provide the Contractor with written comments. Acceptance of the schedule does not revise the Contract Documents. Provide clarification or any needed additional information within seven calendar days of a written request by the Engineer. The City will withhold pay estimates until the Engineer accepts the schedule.

The Contractor shall provide a working day schedule that shows the various activities of Work in sufficient detail to demonstrate a reasonable and workable plan to complete the Project by the Completion Date. Show the order and the sequence for accomplishing the Work. Describe all major activities in sufficient detail so that the Engineer can readily identify the Work and measure the progress. The bar chart schedule must reflect the scope of work, required phasing, maintenance of traffic, interim completion dates, final Completion Date, and other project milestones established in the Contract Documents. Include activities for major submittals, as provided in 105.02, major material procurement and fabrication, and the delivery of key materials, plant, and equipment, and other similar activities. The schedule must be detailed on letter or 11" x 17" sized paper.

- 2. Completion Date.** The baseline construction schedule shall not indicate a completion date that is earlier than the Contract Completion Date.
- 3. Monthly Progress Updates.** Prior to the 5th of every month, submit an updated schedule that includes the following:
  - a. Date that all progress is being recorded through;
  - b. Actual start date of progressed activities;
  - c. Actual finish date of completed activities; and
  - d. Actual percent complete for each progressed activity.
- 4. Changed Conditions Reporting.**
  - a. Schedule Revisions.** If the Contractor's operations are materially affected by changes in the Work plan or in the amount of the Work or if the Contractor has failed to comply with the approved Construction Schedule, the Contractor shall

submit a revised construction schedule. The revised schedule shall show how the Contractor proposes to prosecute the balance of the Work. All schedule revisions are subject to the Engineer's approval.

- b. **Recovery Schedules.** If the Monthly Update Schedule or Revised Monthly Update Schedule projects a finish date for the Project later than the current Completion Date, submit a recovery schedule showing a plan to finish by the current Completion Date as requested by the Engineer, at no additional cost to the City. Such measures to regain the schedule may include, but are not limited to, increasing the size of the workforce; increasing the number of working hours per shift, shifts per work day, work days per week, the amount of equipment or combination thereof; or rescheduling of work activities to achieve maximum concurrence of work efforts, all at no additional cost to the City. The Contractor shall submit the recovery schedule within five calendar days after the request is made by the Engineer.

The City will withhold Estimates until the Engineer approves the recovery schedule. The approved Recovery Schedule will supersede the then-current Construction Schedule and be used as the basis for progress evaluations. Acceptance by the City of the recovery schedule and/or recovery plan shall not serve as a time extension approval.

- c. **Delay and Analysis of the Construction Schedule.** The Contractor shall not be entitled to and hereby waives any extension of time resulting from any event, circumstance, condition or cause unless a Claim for an extension of time is made in accordance with the requirements of 104.03. In the event the Contractor requests an extension of the Contract Time, it shall furnish such justification and supporting evidence as the Engineer may deem necessary for a determination of whether or not the Contractor is entitled to an extension of time under the provisions of the Contract.

The written claim seeking an extension of time must include the following information:

- i. Nature of the delay.
- ii. Date (or anticipated date) of commencement of delay.
- iii. Identification of person(s) or organization(s) or events affected by delay.
- iv. Activities on the Construction Schedule affected by the delay, or new activities created by the delay and their relationship with existing activities.
- v. Identification of person(s) or organization(s) or event(s) the Contractor believes responsible for the delay.
- vi. Anticipated extent of the delay.
- vii. Recommended action to avoid or minimize the delay.
- viii. Identification of the pertinent contract provisions and supporting documents or project records.

Any request for an extension of the Contract Completion Date must be processed per 108.06. If there is a time extension request pending, the Contractor shall not include the time extension

in a monthly progress update until the request is approved by the City and shall not use the time extension request as a basis for refusing to prepare and submit a recovery schedule.

### **B. Critical Path Method (CPM) Schedule (Type B).**

The Contractor shall submit to the Engineer a baseline construction schedule as described in 108.03.B.1 in the form of a computer generated CPM Schedule in a format approved by the Engineer or as specified. The Contractor shall designate a Scheduler(s) who shall be responsible for preparing and maintaining the schedule and coordinating with the Engineer. The Contractor shall provide personnel or a subcontractor specializing in CPM scheduling with experience in scheduling at least three projects of a similar complexity to the Project. If requested by the Engineer, provide at the preconstruction meeting the experience and qualifications of the scheduler(s).

The CPM Construction Schedule shall clearly show the sequence of work and interdependence of activities by utilizing predecessor and successor relationships.

- 1. Initial/Baseline Construction Schedule Submission.** The Contractor shall submit a baseline schedule within fifteen calendar days from the Notice to Proceed. The baseline schedule will be in CPM format and as described herein. The baseline construction schedule shall provide a complete and detailed sequence of operations of the work within the time limits specified in the Contract. The baseline construction schedule shall show the order in which the Contractor proposes to carry out the work, the dates on which the various portions of the work shall commence, and the dates on which the Contractor contemplates completing the Work.

In addition to providing the baseline construction schedule, the Contractor shall provide an initial work plan narrative containing the following: the planned number of crews, crew type, approximate crew size, and equipment.

The Engineer will review the baseline schedule and will provide a disposition of the schedule within fourteen calendar days of receipt. The Engineer's review of the baseline schedule will be for compliance with the Specifications and Contract requirements. Approval by the Engineer shall not relieve the Contractor of any of its responsibilities for the accuracy or feasibility of the schedule.

For baseline schedules that are not accepted, the Engineer shall indicate in writing all portions of the schedule that are not in compliance with the Contract requirements. The Contractor shall make the necessary revisions and resubmit the revised schedule within seven Calendar Days. The Engineer will reject baseline schedules that are not in compliance with Contract requirements.

The Engineer shall conduct a mandatory meeting with the Contractor and the Contractor's Schedule Representative within seven calendar days of the Engineer's written notice for any baseline schedule that is not accepted. The purpose of this meeting is to resolve issues with the baseline schedule. At this meeting the Contractor shall provide clarification and additional information necessary for the Engineer to accept the baseline schedule.

The City shall withhold pay estimates until the baseline schedule is “accepted”. Acceptance of the baseline schedule does not revise the Contract Documents.

- a. **Schedule Requirements.** Generate the baseline schedule using Oracle Corporation’s Primavera P6 Project Management or the latest version of Oracle Primavera Software.

Provide a working day schedule that shows the various activities of work in sufficient detail to demonstrate a reasonable and workable plan to complete the Project by the Contract Completion Date. Show the order and interdependence of activities and the sequence for accomplishing the Work. Describe all activities in sufficient detail so that the Engineer can readily identify the elements of the Work and measure the progress of each activity. The baseline schedule must reflect the scope of work, required phasing, maintenance of traffic requirements, interim completion dates, the Completion Date, and other project milestones established in the Contract Documents. Include activities for major submittals, working drawings, shop drawings, submittal review time for the City, material procurement and fabrication, and the delivery of materials, plant, and equipment, and other similar activities.

The Contractor shall be responsible for assuring all work, including all subcontractor and supplier work, is included in the schedule. The Contractor shall be responsible for assuring that all work sequences are logical and that the schedule indicates a coordinated plan.

Failure by the Contractor to include any element of Work required for performance of the Contract shall not excuse the Contractor from completing all Work by the Completion Date. Omissions and errors shall be corrected as described in 108.03.B.4.a and will not affect Contract Time.

- b. **CPM Schedule Format.**

- i. Administrative Identifier Information: The following information should be included in the title bar on all schedule sheets:
- a. Project Number
  - b. Project Name
  - c. Project Location
  - d. Data Date
  - e. Completion Date
  - f. Contractor’s Name
- ii. Project Activities shall represent an uninterrupted action, task, component, process or operation and include the following:
- a. Activity Identification (ID). Assign each activity a unique identification number. Activity ID length shall not exceed 10 characters. Once accepted, the Activity ID shall be used for the duration of the project.
  - b. Activity Description. Each activity shall have a narrative description consisting of a verb or work function (e.g.; form, pour, excavate) and an object (e.g.;

slab, footing, underdrain).

- c. Activity Original Duration. Activity Original Duration is defined as the amount of time required to complete the activity based on a set of planned resources necessary to complete the activity. Assign a planned duration in working days for each activity. Do not exceed a duration of 20 working days for any construction activity unless approved by the Engineer. Do not represent the maintenance of traffic, erosion control, and other similar items as single activities extending to the Completion Date. Break these Pay Items into component activities in order to meet the duration requirements of this paragraph.
- d. Activity Relationships:
  - 1. All activities, except the first activity, shall have a predecessor(s). All activities, except the final activity, shall have a successor(s).
  - 2. Use only finish-to-start relationships with no leads or lags to link activities
  - 3. No activity shall involve more than one trade or specialty subcontractor. There is to be at least one activity for every subcontractor performing work on the Project.
  - 4. Provide activities for procurement of major equipment and any other long lead time items.
  - 5. Any activity durations that are based on something other than a single shift operation are to be clearly and individually identified with an appropriate explanation of how those multi-shift activities relate to the other schedule activities. Shift work needs to be consistently addressed either in an activity ID and/or in an activity code. The schedule is considered to be based on an eight-hour day, five-day work-weeks unless otherwise noted.
- iii. Project Milestones. Milestones shown in the Contract Documents shall be included in the Baseline Schedule. Milestone dates may be modified only by Change Order or Contract Modification. In addition to any milestones identified in the Contract Documents, include the following milestones in the schedule:
  - a. Start Project Milestone: The Contractor shall include as the first milestone in the schedule, a milestone named "Start Project". The date used for this milestone is the date provided in the Notice to Proceed.
  - b. End Project Milestone: The Contractor shall include as the last activity in the project schedule, a milestone named "End Project". The date used for this milestone is considered the project completion date.
  - c. Start Phase Milestone: The Contractor shall include as the first activity for a project phase, an activity named "Start Phase X", where "X" identifies the phase of work.
  - d. End Phase Milestone: The Contractor shall include as the last activity in a project phase, an activity named "End Phase X" where "X" identifies the phase of work.

The Contractor may include additional milestones.

- iv. Level of Effort Activities: Use level of effort activities to show the duration of specified contract work periods, phases and road closures. The level of effort activity type is allowed to have a start-to-start relationship with the first activity in a series of activities and a finish-to-finish relationship with the last activity in a series of activities.
- v. Constraints: The Construction Schedule is to have no constrained activities except the Start Project Milestone and the End Project Milestone dates, unless otherwise permitted by the Engineer. Interim dates are to be controlled by logic and activity duration only. Mandatory start and finish constraints are not to be used in the schedule.
- vi. Seasonal Weather Conditions: Anticipated weather days outlined in the Table 108.06-1 identify the number of days each month the Contractor must plan for weather impacts. Seasonal weather conditions shall be considered and included in the planning and scheduling of all Work in accordance with Table 108.06-1.

Anticipated weather days specified in Table 108.06-1 shall be incorporated in the schedule using work calendars. In the baseline schedule, random non-sequential weekdays shall be considered non-workdays to match the anticipated weather days total for that month according to 108.06. Anticipated weather days must be the same dates on all calendars affected by weather. Subsequent schedule updates shall remove the random weather days and replace them with the actual agreed weather days at no additional cost to the City. The winter shutdown periods shall be shown using non-work calendars. The activity can be assigned to a calendar indicating time periods of non-work. These custom calendars can be created to show days, weeks, or months of non-work. Seasonal weather conditions shall be considered and included in the planning and scheduling of all work.

- vii. Linking Projects: Independent projects shall not be linked.
- viii. Activity Codes: The Contractor shall, at a minimum, include codes for Area, Phase, and Responsibility for each activity. At the Engineer's approval, the Contractor may use a Work Breakdown Structure (WBS) to organize the construction schedule.
- ix. Schedule Options: The schedule may only be calculated using retained logic. Schedule durations are to be contiguous. Total float shall be calculated as finish float. All activities must have a predecessor/successor relationship except for the first activity (Project Start) and the last activity (Project Finish).
- x. Calendars: All calendars are to be based on a five-day work-week and activity durations are to be in working days unless otherwise approved by the Engineer. Calendars are to include any recognized Holidays (when observed) that will shorten a five working-day week. The construction schedule shall include multiple calendars appropriate to the activity (i.e. 7-day calendar for cure time, burn-in

time, settlement period, etc.). Calendars should reflect weather restrictions for certain work (i.e. asphalt, painting, etc.).

- c. **Completion Date.** The baseline construction schedule shall not indicate a completion date that is earlier than the Contract Completion Date.
- d. **Submission Requirements.** Submit all schedules within the time frames specified. Submit the schedule and information in electronic file format.

Submit the following information along with the electronic baseline schedule:

- i. A baseline schedule in a bar chart format, including the Administrative Identifier Information on the first page of the schedule. For each activity on the chart, indicate the Activity ID, Activity Description, Original Duration, Remaining Duration, Total Float, Early Start Date, Early Finish Date, and Calendar ID. Use arrows to show the relationships among activities.
  - ii. A baseline schedule in a bar chart format, on paper. Identify the critical path of the project on the bar chart in red. The critical path is defined as; the longest path of activities in the project that determines the project completion date. The activities that make-up the critical path of activities are the “Critical Activities.”
  - iii. A Six Week Look Ahead Schedule in bar chart format. This schedule will have all the requirements of the baseline schedule in bar chart format except that it shall be limited to those activities that have an early start or early finish within a six-week period of the data date.
  - iv. A Scheduling Statistics Report. Submit a report of baseline schedule statistics, including number of activities, number of activities on the longest path, number of started activities, number of completed activities, number of relationships, percent complete, and number and type of constraints.
  - v. A Logic Diagram (If requested by the Engineer). Submit a diagram in PERT chart format showing the logic of the baseline schedule.
  - vi. An Activity ID Sort. Submit a listing of all activities included in the baseline schedule sorted by ascending Activity Identification Number.
  - vii. A Total Float Sort. Submit a listing of all activities included in the baseline schedule sorted by increasing total float and by early start date.
  - viii. A Detailed Predecessor/Successor Sort. Submit a listing of all activities included in the baseline schedule indicating the activities that immediately precede and immediately succeed that activity in the schedule logic.
2. **Float.** Float is not time for the exclusive use or benefit of either the City or the Contractor but is to be a shared commodity to be reasonably used by either party to mitigate delay to the Contract Completion Date.

Pursuant to the float sharing requirements of this Section, the use of float suppression techniques such as: preferential or logic sequencing (arranging critical path through activities more susceptible to City caused delay); special lead/lag restraints; extended activity durations; as late as possible constraints; imposed constraint dates other than those required by the Contract Documents; and the like are prohibited and shall be cause for rejection of the project schedule or its updates.

- a. **Definitions of Float:** “Float” is defined as the amount of time between the early start date and the late start date (or the early finish date and late finish date) of any activity in the Construction Schedule. “Total Float” is defined as the amount of time any given activity or path of activities may be delayed before it will affect the Contract Completion Date. Project Float is the length of time between the End Project Milestone and the Contract Completion Date.
  - b. **Ownership of Float:** Float available in the schedule, at any time, shall not be considered for the exclusive use of either the City or the Contractor. During the course of contract execution, any float generated due to the efficiencies of either party is not for the sole use of the party generating the float; rather it is a shared commodity to be reasonably used by either party. Efficiencies gained as a result of favorable weather within a calendar month, where the number of days of normally anticipated weather is less than expected, will also contribute to the Project Float. A monthly progress update schedule showing work completing in less time than the contract time, and accepted by the City, will be considered to have Project Float. Project Float will be a resource available to both the City and the Contractor. No time extensions will be granted nor delay damages paid unless a delay occurs which impacts the Project's critical path, consumes all available float and extends the work beyond the Contract Completion Date.
  - c. **Negative Float:** Negative float will not be a basis for requesting time extensions. Any extension of time will be addressed in accordance with 108.03.B.4.c. Scheduled completion date(s) that extend beyond the Contract (or phase) Completion Date(s) may be used in computations for assessment of liquidated damages. The use of this computation shall not be construed as an order by the City to accelerate the Work.
- 3. Monthly Progress Updates.** Prior to the 5th of every month, submit an updated schedule with a data date of the last day of the previous month, unless a different date is agreed to by the Engineer. A monthly update schedule is a schedule in which only progress is updated from the prior data date to the current data date. Work added and/or excusable delays encountered since the prior data date must be represented as a schedule revision as described in 108.03.B.4.a.
- a. **Update Requirements.**
    - i. Submit the monthly updated bar chart on paper and a copy of the updated schedule in electronic file format. The Engineer shall accept or not accept the schedule update within seven calendar days of receipt of the updated CPM schedule.
    - ii. Correct out-of-sequence progress listings generated by the Scheduling Statistics Report as directed by the Engineer.
    - iii. Maintain schedules to record actual start and finish dates of completed activities

- on a weekly basis until otherwise notified by the Engineer.
- iv. Identify the actual start date and remaining duration for all activities in progress. Indicate progress of each activity to date of revision using remaining duration, not percent complete.
  - v. Show accumulated percentage of completion of each item for updates, and total percentage of Work completed, as of the schedule's data date.
- b. Submit the following with each updated schedule:
- i. CPM Schedule in Bar Chart Format - Two large printed copies, minimum 22"x 34"
  - ii. Two Week Look Ahead CPM Schedule in Bar Chart Format
  - iii. Logic Diagram (If requested by the Engineer)
  - iv. Activity ID Sort (If requested by the Engineer)
  - v. Total Float Sort (If requested by the Engineer)
  - vi. Detailed Predecessor/Successor Sort (If requested by the Engineer)
  - vii. Schedule Statistics Report
  - viii. Electronic files of the Primavera Project files in .xer
- c. Provide two printed copies of a Narrative Status Report that includes the following:
- i. A description of the general status of the Work.
  - ii. Any outstanding issues that affect the construction schedule, i.e., any current and anticipated delaying factors, and describe their impact on the construction schedule, the critical path and the Project Completion Date.
  - iii. Any activities added to the construction schedule with an explanation for their addition.
  - iv. Any activities deleted from the construction schedule with an explanation for their deletion.
  - v. Any changes in the relationships of activities with an explanation.
  - vi. Any changes to worker hours or budgeted costs with an explanation.
  - vii. An explanation of any recovery measures being taken.
- The Contractor may submit a statement that there were no changes in the schedule logic, activity duration, or calendars since the previous update in lieu of submission of items iii, iv, v, and vi.
- d. Estimates will not be processed unless all schedule requirements are met.
  - e. Early Completion Monthly Update Schedule. In the event that an accepted monthly progress update indicates a completion date that is earlier than the Contract Completion Date, the Contractor shall not be entitled to any extension in Contract time or recovery of any cost for delay, disruption, interference, hindrance, extension, or acceleration costs incurred, however caused, because of an extension of the early completion date until such time as the network or activities affected increases the critical path duration of the CPM Schedule beyond the Contract Completion Date.
  - f. Late Completion Monthly Update Schedule. A Late Completion Monthly Update Schedule is defined as a monthly update schedule submitted by the Contractor in which the Finish Date exceeds the Contract Completion Date. A Late Completion

Monthly Update Schedule will require the preparation and submission of a Recovery Schedule under 108.03.B.4.b.

- g. The project schedule shall be reviewed at each progress meeting.
- h. Any corrections to the schedule shall be made and submitted to the Engineer within seven calendar days.

#### 4. **CPM Changed Conditions.**

- a. **Schedule Revisions.** If the Contractor's operations are materially affected by changes in the Work plan or in the amount of the Work or if the Contractor has failed to comply with the approved Construction Schedule, the Contractor shall submit a revised construction schedule, which the schedule shall show how the Contractor proposes to prosecute the balance of the Work.

Any addition of new activities or new calendars or changes to existing activities, calendars or logic constitutes a revision. All revisions must be reported in narrative form on a cover sheet accompanying the monthly update schedule. The schedule revision must be accompanied by a narrative detailing the changes in logic, activities, and durations from the accepted baseline.

Any revision which modifies the critical path or impacts an interim date or project completion date must be represented on a companion schedule submitted with the monthly update schedule or as a fragnet within the monthly update schedule. A fragnet is defined as the sequence of new activities that are proposed to be added to the existing schedule. The fragnet shall identify the predecessors to the new activities and demonstrate the impacts to successor activities. If submitted as a fragnet, the Contractor shall compute two Finish Dates. The first Finish Date shall be computed without consideration of any impact by the fragnet. The second Finish Date shall be computed with consideration of any impact by the fragnet. The Contractor shall also submit a written narrative stating the reason for the proposed revisions. The Engineer shall "approve" or "reject" proposed revisions within ten days of receipt of appropriate schedules and narrative. All approved revisions will be incorporated into the Monthly Update Schedule which will become the Revised Monthly Update Schedule.

- b. **Recovery Schedules.** If the Monthly Update Schedule or Revised Monthly Update Schedule projects a finish date beyond the Completion Date, submit a recovery schedule showing a plan to finish by the current Completion Date if requested by the Engineer, at no additional cost to the City. The recovery schedule shall also include a written plan detailing how the Contractor proposes to recover the lost time and meet the Completion Date. Such measures may include, but are not limited to, increasing the size of the workforce; increasing the number of working hours per shift, shifts per work day, work days per week, the amount of equipment or combination thereof; or rescheduling of work activities to achieve maximum concurrence of work efforts, all at no additional cost to the City. The Contractor shall submit the recovery schedule within ten days after the request is made by the Engineer.

The City may withhold Estimates until the Engineer approves the recovery schedule. The Engineer will use the schedule to evaluate time extensions and associated costs requested by the Contractor. In the event the current Completion Date is in dispute, the recovery schedule must be submitted once the dispute has been resolved.

The Engineer will review the Contractors' revised plan and provide comments. The Contractor is to incorporate or resolve all such comments to the satisfaction of the Engineer. At that time, the revised Construction Schedule will supersede the then-current Construction Schedule and be used as the basis for progress evaluations. Acceptance by the City of the revised construction schedule and/or recovery plan shall not serve as a time extension approval.

- c. Delay and Analysis of the Construction Schedule.** The Contractor shall not be entitled to and hereby waives any extension of time resulting from any event, circumstance, condition or cause unless a request for an extension of time is made in accordance with the requirements of 104.03. In the event the Contractor requests an extension of the Contract Time, it shall furnish such justification and supporting evidence as the Engineer may deem necessary for a determination of whether or not the Contractor is entitled to an extension of time under the provisions of the Contract.

Any request for an extension of the Contract Completion Date must be processed per 108.06. If there is a time extension request pending, the Contractor shall not include the time extension in a monthly progress update until the request is approved by the City and shall not use the time extension request as a basis for refusing to prepare and submit a recovery schedule in accordance with this Section. The City may withhold pay estimates until the progress schedule, revised progress schedule and/or recovery plan is approved by the City. Should the prosecution of the Work, for any reason, be discontinued, the Contractor shall notify the Engineer at least one Work Day in advance of resuming operations.

Submit the impacted schedule with the request for time extension. Include a narrative report describing the effects of new activities and relationships to interim and contract completion dates. The written claim seeking an extension of time must include the following information:

- i. Nature of the delay.
- ii. Date (or anticipated date) of commencement of delay.
- iii. Identification of person(s) or organization(s) or events affected by delay.
- iv. Activities on the Construction Schedule affected by the delay, or new activities created by the delay and their relationship with existing activities.
- v. Identification of person(s) or organization(s) or event(s) responsible for the delay.
- vi. Anticipated extent of the delay.
- vii. Recommended action to avoid or minimize the delay.
- viii. Identification of the pertinent contract provisions and copies of applicable documents and project records.
- ix. Show the impact of the delay on the Critical Path by comparing the original longest path to the current longest path that incorporates the delay.

The determination of the total number of days' extension shall be based upon the most recently approved Schedule Update as of the start of the delay claimed by the

Contractor and on all data relevant to the extension. Circumstances and activities leading to such claim shall be indicated or referenced in the Contractor's daily field report for the day(s) affected.

Perform the following analysis to compute the duration of the time extension. Submit two paper copies and two electronic copies of each analysis performed.

- i. Determine project progress prior to circumstance(s) necessitating the time extension. Provide an interim schedule updated to the date of the circumstance alleging to have caused delay. This schedule is referred to as the Un-impacted Schedule.
- ii. Prepare a fragmentary network (fragnet) depicting the circumstance that is believed to have delayed the project.
- iii. Insert the fragnet into the Un-impacted Schedule, run the schedule calculations and determine the finish date. This schedule is referred to as the Impacted Schedule.
- iv. Compare the Impacted Schedule finish date with the Un-impacted Schedule finish date in order to determine the duration of any warranted time extension.

All approved time extensions will be incorporated into the monthly update with the fragnet used to determine impacts incorporated into the schedule.

#### **C. Basis of Payment.**

No separate payment will be made for Type A schedules and the cost of such schedule shall be included in the prices bid for the various Pay Items of the Contract.

The City will make payments for Type B Schedules according to 109.07 and as modified by the following schedule:

1. The City will release 60 percent of the lump sum amount bid for CPM Progress Schedule to the Contractor with the first regular estimate payable after the Engineer has approved the CPM Baseline schedule submission.
2. The City will release an additional 30 percent of the lump sum amount bid for CPM Progress Schedule to the Contractor with the first regular estimate payable after 50 percent of the original contract amount is complete.
3. The City will release the remaining 10 percent of the lump sum amount bid for CPM Progress Schedule to the Contractor with the first regular estimate payable after 90 percent of the original contract amount is complete.

The City will pay for the accepted quantities at the contract price as follows:

<b>Item</b>	<b>Unit</b>	<b>Description</b>
108	Lump Sum	Type B CPM Progress Schedule

**108.04 Limitation of Operations.** The Contractor shall conduct the Work at all times in such a manner and in such sequence as will assure the least interference with traffic and other operations of the City and the public. The Contractor shall conduct the Work with due regard to the location of detours and to the provisions for handling traffic. The Contractor shall not open up work that would interfere with other work or operations already started or adversely impact work that is already partially completed. The Engineer may require the Contractor to finish a section on which work is in

progress before work or operations are started on any additional sections if the completion and opening of such section is essential to public convenience.

**A. Work Hours.** All Work shall be performed only during the period from 7:00 am (local time) to 1/2 hour after sunset as determined by the U.S. National Weather Service.

**B. Night Work, Work on Sunday and National Holidays.** Authorization to work at night, on Sunday and/or National Holidays shall only be upon written permissions of the City or as detailed in the Contract Documents. Requests to work at night, on Sunday and/or National Holidays must be made in writing three working days prior to the night, Sunday and/or Holiday work.

The Contractor is advised, however, that if permission is granted by the City, all work at night, on Sunday and/or National Holidays must be in accordance with the City's Noise Ordinance unless such requirements are waived by the City.

If authorization to work at night is provided as specified in 108.04.B, the Contractor must provide 24-hour notice to cancel this work. If such notification is not provided, the Contractor cancelling work will be required to pay the City inspection fees for eight (8) hours of the inspector's time at the current billing rate.

#### **108.05 Character of Workers, Methods, and Equipment.**

**A. Labor, Materials and Equipment.** The Contractor shall at all times employ sufficient competent labor, materials and equipment for prosecuting the Work to completion in the manner, method, sequence and time required by the Contract Documents. All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work or operations shall have sufficient experience in such work and in the operation of the equipment required to perform all work properly and satisfactorily.

**B. Personnel.** Any person employed by the Contractor or by any subcontractor who, in the opinion of the Engineer, does not perform their work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Engineer, be removed forthwith by the Contractor or its subcontractor employing such person, and shall not be employed again in any portion of the Work without the approval of the Engineer.

**C. Equipment.** All equipment that is proposed to be used on the Work shall be of sufficient type and size and in such mechanical condition as to meet the requirements of the Contract and produce a satisfactory quality of Work. Equipment used on any portion of the Work shall be such that no injury to workers, the public, the roadway, adjacent property, or other streets or highways will result from its use.

When the methods and equipment to be used by the Contractor in accomplishing the Work are not prescribed in the Contract, the Contractor may use any methods or equipment that is demonstrated to the satisfaction of the Engineer and will accomplish the Work in conformity with the requirements of the Contract.

When working or staging on existing pavements that are not included in the contract for replacement or resurfacing, the Contractor shall select equipment and sequences such that the existing pavements are not further degraded by the Work. If the Contractor uses any equipment that results in additional degradation of the pavements, then the Contractor agrees that all pavements

degraded from his Work shall be resurfaced or replaced as determined by the Engineer at no additional cost to the City, regardless of whether the use of the equipment increases efficiency or production.

When the Contract specifies that the Work be performed by the use of certain methods and equipment, such methods and equipment shall be used unless others are authorized in writing by the Engineer. If the Contractor desires to use a method or type of equipment other than those specified in the Contract, the Contractor may request authority from the Engineer to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed to be used and an explanation of the reasons for requesting to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing Work in conformity with Contract requirements. If, after trial use of the substituted methods or equipment, the Engineer determines that the work produced does not meet Contract requirements, the Contractor shall discontinue the use of the substitute methods or equipment and shall complete the remaining Work with the Contract specified methods and equipment. The Contractor shall remove all deficient Work and replace it according to the Contract Documents, or take such corrective action as directed by the Engineer. The Contractor agrees that the substitution of methods and equipment shall not be a basis for any Claim seeking additional cost or time.

**D. Withholding of Payment.** Should the Contractor fail to furnish sufficient competent personnel, materials and equipment for the proper prosecution of the Work, or fail to remove such person(s) as requested by the Engineer, the Engineer may withhold all pay estimates, which are or may become due.

#### **108.06 Determining a Time Extension to the Completion Date and Payment for Excusable Delays.**

**A. General.** The City will extend the Completion Date only for (i) excusable delays as specified in 108.06.B or 108.06.D that (ii) delay Work on the critical path as shown on the accepted progress schedule and (iii) impact the Completion Date. For purposes of this Section, the critical path is defined as the longest path of activities in the Project that determines the Completion Date. Any delay that is not on the critical path of the Project shall not be excusable or compensable.

The City will not evaluate a request for extension of the Completion Date unless the Contractor notifies the Engineer consistent with the process and timelines as specified in 104.03. In the event that the Contractor does not know the extent of the delay at the time of the first written notice, it shall supplement its notice and schedule analysis per 104.03, 108.03.A.4.c and 108.03.B.4.c as it becomes aware of the extent of the delay for which it is requesting a time extension.

If the Contractor contends that an excusable delay is also compensable as specified in 108.06.D, the Contractor shall also submit a detailed cost analysis of the requested additional compensation in accordance with 109.05 along with the request for an extension of the Completion Date.

The Contractor is responsible for mitigating any delay, whether caused by the City, the Contractor, its subcontractors or suppliers, a third party, or an intervening event. Mitigation efforts may include, but are not limited to, re-sequencing work activities, acceleration, and continuation of work through an otherwise planned shutdown period. The Contractor and the Engineer shall work cooperatively with one another to explore and implement mitigation efforts in a timely manner.

The Engineer will measure all time extensions in Calendar Days. The Engineer will not grant an extension of time for delays incurred from December 1 to April 30 unless the Contractor's accepted

progress schedule shows work on the critical path occurring during this period. The Engineer may order the Contractor to continue the Work after November 30 and compensate the Contractor for additional costs incurred due to cold weather work during the period from December 1 to April 30.

If the Engineer extends the Completion Date pursuant to 108.06, the City will excuse the Contractor from corresponding liquidated damages as specified in 108.07.

**B. Excusable, Non-Compensable Delays.** Excusable, non-compensable delays are critical path delays that are not the City's or the Contractor's fault or responsibility. If the conditions in 108.06.A are met, the Engineer will extend the Completion Date only for the following excusable, non-compensable delays:

1. Delays due to floods, tornadoes, lightning strikes, earthquakes, or other cataclysmic phenomena of nature.
2. Delays due to weather as specified in 108.06.C.
3. Extraordinary delays in material deliveries the Contractor or its suppliers cannot foresee or avoid resulting from freight embargoes, government acts, or industry-wide and area-wide material shortages. Delays due to the Contractor's, subcontractor's, or supplier's insolvency, actions or omissions, or mismanagement are not excusable.
4. Delays due to civil disturbances.
5. Delays from fires or epidemics.
6. Delays from labor strikes that are beyond the Contractor's, subcontractor's, or supplier's power to settle and are not caused by improper acts or omissions of the Contractor, subcontractor, or supplier.
7. Added quantities that delay an activity on the critical path.
8. All other delays to the critical path that are not the Contractor's or the City's fault or responsibility.

**C. Extension to the Completion Date for Weather or Seasonal Conditions.** The Contractor shall be entitled to a non-compensable extension of the Completion Date caused by weather days only as permitted in 108.06.C. A weather day is defined as a Work Day on which weather or seasonal conditions reduced production by more than fifty percent on items of work on the critical path as defined by 108.06.A; provided, however, Sundays and Holidays will not be counted as lost Work Days.

Delays caused by weather or seasonal conditions should be anticipated by the Contractor. The following Table 108.06-1 of monthly anticipated abnormally inclement weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or other similar data for Columbus, Ohio and will constitute the baseline for monthly inclement weather evaluations. The Construction Schedule must reflect these anticipated adverse weather delays in all weather-dependent activities. Inclement weather will be considered as the basis for an extension of the Completion Date only when the actual Work Days lost due to inclement weather exceeds the anticipated number of inclement weather days as shown in the following table:

**TABLE 108.06-1 MONTHLY ANTICIPATED INCLEMENT WEATHER DELAY TABLE**

(Work Days Based on a Five-Day Work Week)

January	15
February	12
March	7
April	6
May	6
June	5
July	4
August	4
September	5
October	6
November	6
December	10

This table applies to the duration between Notice to Proceed and original Completion Date. Extensions for weather days beyond the original Completion Date will be determined in accordance with 108.06.C.

The Engineer will not extend the Completion Date for work days lost from December 1 to April 30, unless the Contractor's accepted progress schedule depicts Work on the critical path occurring during the period from December 1 to April 30 and the number of weather days is in excess of those listed above for the period from December 1 to April 30.

**D. Excusable, Compensable Delays.** Excusable, compensable delays are critical path delays that are not the Contractor's fault or responsibility and are the City's fault or responsibility or are determined by judicial proceeding to be the City's sole responsibility.

If the conditions in 108.06.A are met, the Engineer will extend the Completion Date only for the following excusable, compensable delays:

1. Delays due to revised Work as specified in 104.02.B; 104.02.D; and 104.02 F.
2. Delays due to utility or railroad interference within the Construction Limits that are not the Contractor's responsibility.
3. Delays due to an Engineer-ordered written delay or suspension as specified in 104.02.C.
4. Delays due to acts of the government or a political subdivision other than the City; provided, however, these compensable delay costs are limited to escalated labor and material costs only, as allowed in 109.05.D.2.b and 109.05.D.2.d.

Compensation for excusable, compensable delays will be determined by the Engineer in accordance with 109.05.D.

**E. Non-Excusable Delays.** Non-excusable delays are delays that are the Contractor's fault or responsibility. All non-excusable delays are non-compensable.

**F. Concurrent Delays.** Concurrent delays are separate critical path delays that occur at the same time. For all time periods when a non-compensable critical path delay is concurrent with a

compensable critical path delay as shown by the schedule analysis performed pursuant to 108.03, the Contractor shall be entitled only to additional time but not entitled to additional compensation.

**108.07 Failure to Complete on Time.** If the Contractor fails to complete the Work by the Final Completion Date, then the Engineer, if satisfied that the Contractor is making reasonable progress, and deems it in the best interest of the City, may allow the Contractor to continue in control of the Work. If the Contractor is permitted to continue, the Contractor must provide for the Engineer's approval a written work plan and schedule for completion of the Project and shall diligently prosecute the Work in such a manner as required by the Contractor's approved work plan.

If the Contractor fails to complete the Contract Work by the Interim Completion Date, the City will deduct Liquidated Damages according to Table 108.07-1. The amount of Liquidated Damage will be based on the Total Amount of the Bid.

For each Calendar Day that Work remains uncompleted after the Completion Date, the City will deduct the sums specified herein from any money due the Contractor, not as a penalty, but as liquidated damages based on the following schedule:

**TABLE 108.07-1 SCHEDULE OF LIQUIDATED DAMAGES**

<b>Original Contract Amount (Total Amount of the BID)</b>		<b>Amount of Liquidated Damages to be Deducted for Each Calendar Day of Overrun in Time</b>
<b>From More Than</b>	<b>To and Including</b>	
\$0	\$50,000	\$150.00
\$50,000	\$150,000	\$250.00
\$150,000	\$500,000	\$500.00
\$500,000	\$2,000,000	\$1,000.00
\$2,000,000	\$5,000,000	\$1,500.00
\$5,000,000	\$10,000,000	\$2,000.00
Over \$10,000,000		\$2,500.00

If the Contract Documents contain a special provision for liquidated damages, it shall be used in lieu of the schedule listed above.

In addition to the amounts specified above, for each Calendar Day after the Final Completion Date the Contractor will be charged for all City inspection and contract administration services resulting from the delay. The Contractor acknowledges that the liquidated damages set forth above are to compensate the City for its inability to use the Work as scheduled for its intended purpose. The Contractor expressly waives any right to assert or plead that payment of the additional costs for inspection and contract administrative services are duplicative of the liquidated damages set forth above.

The City will continue to pay the Contractor for Work performed on the Project less any liquidated damages set forth in this Section. The City may deduct the liquidated damages and inspection costs from all estimates due and payable to the Contractor after the Final Completion Date.

#### **108.08 Unsatisfactory Progress and Default of Contractor.**

**A. Termination for Default.** The City will notify the Contractor in writing of unsatisfactory progress and provide a Notice of Intent to Declare the Contractor in Default (“Notice of Default”) for any of the following reasons:

1. The Contractor assigns or sublets the Work without approval of the City.
2. The Contractor makes a material misrepresentation in any of the required Bid or Contract Documents.
3. The Contractor fails to supply a sufficient number of properly skilled workers or proper equipment or materials.
4. The Contractor becomes financially unable to meet its obligations, as evidenced by any of the following: filing for bankruptcy protection, making a general assignment for the benefit of creditors, a receiver is appointed to take charge of the Contractor’s affairs, or the Contractor’s property is levied or taken in execution or under attachment.
5. The Contractor is not fulfilling or is violating any of the terms of the Contract or fails or refuses to perform or complete the Work.
6. The Contractor is not making such progress in the execution of the Work as needed to meet the Completion Date.
7. The Contractor abandons the Work under the Contract.
8. The Contractor disregards laws, permits, ordinances, codes, rules, regulations or orders of any public authority having jurisdiction or fails to follow instructions of the City.
9. The Contractor repeatedly fails to make prompt payment to subcontractors or suppliers, or for materials and labor.
10. The Contractor has not furnished required schedule(s) or schedule information, or has not commenced or progressed the Work by the dates established in the approved project schedule or updates.
11. Any other reason the City believes jeopardizes completion of the Work by the Completion Date.

If the Contractor does not respond to the Notice of Default to the satisfaction of the City, the City may declare the Contractor in default and issue a Notice of Termination to the Contractor and terminate the Contractor’s employment and notify the Surety and the Contractor that the responsibility to complete the Contract is transferred to the Surety. Upon receipt of the Notice of Termination the Contractor’s right to control and supervise the Work shall immediately cease and the Contractor shall not be entitled to receive any further payment. Upon the receipt of the Notice of Termination, the Contractor shall discontinue the Work or such part thereof as the City shall designate.

If after default termination pursuant this Section, it is determined that none of the circumstances set forth in 108.08.A exist, then such termination shall be considered a termination for convenience pursuant to 108.08.B. In such event, the Contractor’s sole remedy shall be the costs permitted by 109.05.F.

#### **B. Termination for Convenience.**

1. **General.** The City may by written order to the Contractor terminate the Contract or any portion thereof when such termination would be in the best interest of the City.

Any such termination shall be effected by delivery to the Contractor of an Order of Termination specifying that the termination is for the convenience of the City, the extent to which performance of Work under the Contract is terminated, and the effective date of the termination.

2. **Contractor Obligations.** After receipt of the Order of Termination the Contractor shall immediately:

- a. Stop work under the Contract on the date and to the extent specified in the Order of Termination.
- b. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the Work under the Contract as is not terminated.
- c. Terminate all orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the Work under the Contract as is not terminated.
- d. Submit to the Engineer a material inventory list (“Materials Inventory”), certified as to quantity and quality of materials in its possession or in transit to the Project.
- e. Transfer to the Engineer all completed or partially completed submittals, plans, drawings, information, and other property which if the Contract had been completed would be required to be furnished to the City.
- f. Take such actions as may be necessary for the protection and preservation of property related to the Project which is in possession of the Contractor and in which the City has or may acquire an interest.
- g. Complete performance of such part of the Work as shall not have been terminated by the Notice of Termination.

3. **Materials.** Acceptable materials included in the Materials Inventory that have not been incorporated into the Work may, at the option of the City, be purchased from the Contractor and delivered to a location prescribed by the Engineer or otherwise disposed of as mutually agreed.

4. **Claim by Contractor.** Within ninety days after receipt of the Order of Termination from the City, the Contractor shall submit any Claim for additional damages or costs not covered above or elsewhere in the Contract. The City will meet with the Contractor to reach a settlement acceptable to both the Contractor and the City.

Failure of the Contractor to submit its Claim within the ninety day period will result in the City’s determination of amounts due the Contractor, if any, on the basis of information available, and the City will thereupon pay to the Contractor the amount so determined. Such determination by the City shall be final and binding and the Contractor expressly waives its right to contest the City’s determination.

5. **Continuation of Contractual Responsibilities.** Termination of the Contract or a portion thereof shall not relieve the Contractor of its contractual responsibilities for the

completed Work and shall not relieve the Contractor's Surety of its obligation for and concerning any claim arising out to the Work performed.

**108.09 Payroll Records.** Keep payroll records as specified in ORC 4115.07 or as required by Federal law.

Authorized representatives of the City may inspect the certified payroll and other payroll records. Upon completion of the Work and before receiving the final estimate and when required by ORC 4115.07, submit an affidavit stating that wages have been paid according to the minimum rates specified in the Contract Documents.

## ITEM 109 ACCEPTANCE, MEASUREMENT, AND PAYMENT

- 109.01 Measurement of Quantities
- 109.02 Measurement Units
- 109.03 Scope of Payment
- 109.04 Compensation for Altered or Eliminated Quantities
- 109.05 Extra Work
- 109.06 Directed Acceleration
- 109.07 Estimates (Partial Payments)
- 109.08 Project Contingency
- 109.09 Retainage
- 109.10 Payment for Material on Hand
- 109.11 Final Inspection and Acceptance
- 109.12 Release of Liability
- 109.13 Guarantee/Warranties
- 109.14 Backcharges
- 109.15 Right to Set-Off

**109.01 Measurement of Quantities.** The City will measure the quantities of Work and calculate payments based on the method of measurement and basis of payment provisions provided in these Specifications. When the following units of measure are specified, the City will measure quantities as described below unless otherwise specified in the Contract Documents.

**Lump Sum.** Describes payment as reimbursement for all resources necessary to complete the Work. When a complete structure or structural unit is specified as the unit of measurement, the unit will include all necessary fittings and accessories. Partial payments of work bid as a lump sum may be made based upon an agreed percentage of work completed or an approved Schedule of Values.

**Each.** Measured by the number of individual items of Work completed.

**Foot.** Measured parallel to the longitudinal base or foundation upon which items are placed, or along the longitudinal surface of the item. Measured vertically to the nearest 0.1 foot.

**Square Yard or Square Foot.** Measured by a two-dimensional area method on the surface of the item.

**Cubic Yard.** Measured by a three-dimensional volume method. Measure all “loose material” or material “measured in the vehicle” by the cubic yard. Haul material “measured in the vehicle” in approved vehicles and measure in the vehicle at the point of delivery. For this purpose, use approved vehicles of any type or size satisfactory to the Engineer, provided the vehicle’s bed is of such type that the actual contents are readily and accurately determined. Unless all approved vehicles on a job are of uniform capacity, each approved vehicle must bear a legible identification mark indicating the specific approved capacity. The Inspector may reject all loads not hauled in such approved vehicles.

**Cubic Yard for Asphalt Concrete.** Measure as specified in corresponding specification.

**Acre.** Measured by a two-dimensional area method on the surface to the nearest 0.1 acre.

**Pound.** Measured by actual item net weight avoirdupois.

**Ton.** The term “ton” means the short ton consisting of 2000 pounds avoirdupois. Weigh all materials that are proportioned by weight on accurate and approved scales that are operated by competent, qualified personnel at locations approved by the Engineer. However, car weights will not be acceptable for materials to be passed through mixing plants. If trucks are used to haul material being paid for by weight, weigh the empty truck at least once daily and as the Engineer directs and only if the weight of the truck is used in determining the ticket weight. Place a plainly legible identification mark on each truck bearing the weight of the truck.

For Work on a tonnage basis, file with the Engineer receipted freight bills for railroad shipments and certified weight-bills when materials are received by any other method, showing the actual tonnage used. For Work on a volume basis, itemize evidence of the volume used.

**Gallon.** Measured by actual item liquid volume. The City will measure the following materials by the gallon at the following temperatures:

Temperatures	Items
60 °F	Creosote for Priming Coat, Creosote Oil, Creosote Solutions for Timber Preservatives, Asphalt Primer for Water-proofing, and Liquifier
100 °F	RC, MC Asphalt Emulsions, CBAE, Primer 20, and Primer 100
300 °F	Asphalt Binder

Measure tank car outage of asphalt material at its destination before any material has been removed from the tank car according to the corresponding specification.

Convert the net weight of asphalt material shipments to gallons at the specified pay temperature according to the corresponding specification.

Convert the gallons at the measured temperature to gallons of asphalt material at the specified pay temperature according to the corresponding specification.

**Thousand Board Feet, MBF.** Measure timber by MBF actually incorporated in the structure. Base the measurement on nominal widths, thicknesses, and the extreme length of each piece.

**Standard Manufactured Items.** When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by size, unit weight, section dimensions, etc., such identification will be to nominal weights or dimensions set by the industry.

**109.02 Measurement Units.** The City will measure using English units as indicated in the Contract Documents.

**109.03 Scope of Payment.** The Contractor shall receive and accept compensation provided for in the Contract as full payment for performing all Work under the Contract in a complete and acceptable manner and for all risk, loss, damage, or expense of whatever character arising out of the nature of the Work or the prosecution thereof, except as otherwise provided in 104.02, 104.03 and 107.16.

Each unit price “Basis of Payment” clause in the Specifications includes any essential work or material described in the Specification unless specifically covered under any other Pay Item.

**109.04 Compensation for Altered or Eliminated Quantities.** When the accepted quantities of Work vary from the quantities in the Proposal, the Contractor shall accept as payment in full, payment at the original contract unit prices for the accepted quantities of work done, unless a request for an adjustment is made in accordance with 104.02.D.

The adjustment permitted by 104.02.D shall apply only for the quantities in excess of 125% of the estimated quantity stated in the Contract. For those excess quantities, the adjustment shall replace the unit price with a new unit or lump sum price, based upon the reasonable verifiable costs of performance of the excess quantities and calculated in accordance with 109.05.

For decreased quantities below 75% of the estimated quantities in the Contract, the adjustment shall apply to the total actual quantity and shall consist solely of an adjustment for the portion of fixed costs, actually incurred and reasonably allocable to the affected pay item, that the Contractor would have otherwise recovered at the contract unit price if 75% of the estimated quantity had been performed.

The Contract adjustment for payment for eliminated items shall be at the original Contract unit price for such eliminated item, subject to the Contractor making a timely demand for additional adjustment if there is a significant change. The City will not apply a deduction from such payment for maintaining traffic, mobilization, and construction layout stake items for eliminated items, unless there is a significant change as defined by 104.02.D.

In no event shall allowances be made for loss of anticipated profits suffered or claimed by the Contractor resulting directly or indirectly from such increased, decreased or eliminated quantities or from unbalanced allocation among the Contract items, or from any other cause.

**109.05 Extra Work.**

**A. General.** If the City revises the Contract, the City will pay for changes and Extra Work with a Change Order using the sequence provided in 109.05.B through 109.05.D that constitutes payment in full for all changes and Extra Work.

**B. Negotiated Prices.** Prior to the Extra Work being performed, the Engineer and the Contractor may negotiate agreed unit or lumpsum prices using one or more of the following methods:

1. Original Contract prices for similar work but adjusted for:
  - a. increased or decreased material costs.
  - b. increased or decreased labor costs.

- c. increased or decreased equipment costs.
2. Prices computed by the Engineer.
3. Cost analysis of labor, material, equipment, and mark-ups as allowed in 109.05.C.
4. Cost analysis for compensable delays shall be prepared by the Contractor and approved by the Engineer.

Negotiated prices for changes and Extra Work shall be comparable to prices that would have resulted from a competitively bid contract.

If the City negotiates with the Contractor but does not agree on a lump sum or unit price adjustment, the Engineer may direct the Contractor to perform all or part of the revised Work under Force Account or Unilateral Change Order.

### **C. Force Account.**

1. **General.** Force account procedures shall only be used when necessary, such as when agreement cannot be reached with the Contractor on the price of a new work item, when the extent of work is unknown or is of such character that a price cannot be determined to a reasonable degree of accuracy, or when in the best interest of the City. The reason or reasons for using force account procedures shall be documented. When directed by the Engineer, the Contractor shall submit a cost estimate and written description of the Work, including the planned equipment, materials, labor, and work schedule.

If the Contractor performs any work that it submits for payment as a force account, it must notify the Engineer in writing before beginning the work such that the City may track the materials, labor, and equipment in order to verify the Contractor's quantities. If the Contractor fails to notify the Engineer in writing before beginning force account work, the work performed by the Contractor shall be paid for under the original contract sum. However, the Contractor shall not be entitled to any compensation for force account work if it is later determined that the work was otherwise included in the original contract or determined to be otherwise non-compensable under the Contract. The Engineer will provide documentation stating the reasons that the work is non-compensable under the Contract.

2. **Labor.** For all labor and for all foremen in direct charge of the specific operations, the Contractor shall receive the rate of wage and fringe benefits currently in effect at the time the work is performed for each and every hour that said labor and foremen are actually engaged in such work, to which may be added an amount equal to 38 percent of the sum thereof. In addition to the above, the Contractor shall itemize the actual cost of Social Security Tax, Worker's Compensation and State and Federal Unemployment Insurance. In lieu of itemizing these 4 items, 22 percent of the sum of wages may be added.

The City will pay, without mark-up, the actual itemized cost of fees and dues paid to labor unions or to business associations when they are based on payroll hours and required by a

collective bargaining agreement. The City will not pay for wages or benefits for personnel connected with the Contractor's forces above the classification of foreman that have only general supervisory responsibility for the force account work. (Proration of hours between force and non-force account work also is required.)

The City will pay the prevailing wage and fringe rates that apply to the Project for the classifications required for Extra Work. The Contractor must provide payroll records for pay rates higher than the prevailing wages and establish that the higher than prevailing rates are paid for original Contract Work. The City will pay for foremen and time keepers not covered by prevailing wages not more than the salaried rate they receive when engaged in original Contract Work.

3. **Materials.** The City will pay Contractor's actual invoice costs, including applicable taxes and actual freight charges, for Engineer-approved materials that the Contractor uses in force account work. The City will pay an additional 15 percent mark-up on these costs. Freight or hauling costs charged to the Contractor and not included in unit prices shall be itemized and supported by invoices. The cost of owned or rented equipment used to haul materials to the Project shall not be part of the materials cost. The Contractor shall submit invoices to support the quantities of materials used, unit prices paid and transportation charges.

If the Contractor uses materials from the Contractor's stock and original receipted invoices for the materials and transportation charges do not exist, the City and the Contractor will agree on a price that represents the actual cost to the Contractor.

#### 4. **Equipment.**

- a. **General.** The City will pay the Contractor's costs for equipment that the Engineer deems necessary to perform the force account work for the time directed by the Engineer or until the Contractor completes the force account work, whichever happens first. The City will pay the Contractor the established rates given in the Equipment Watch Cost Recovery (formerly Rental Rate Blue Book), by Equipment Watch, a division of Penton Business Media, Inc. for equipment only during the hours that it is operated, except as otherwise allowed elsewhere in the Specifications. The City will pay for non-operating hours at the idle equipment rate as specified in 109.05.C.4.c. Established equipment rates in the Specifications include compensation for overhead and profit except as otherwise specified.

The City will not pay rental for small tools or equipment that has a value of less than \$500.00, unless such equipment is shown to be specialized to a specific area of work and not normally included in the Equipment Watch Cost Recovery book. Traffic control devices used in maintaining traffic and owned by the Contractor will be treated as owned equipment. Allowed rates for common traffic control devices and concrete barrier that are not listed in the Equipment Watch Cost Recovery book will be as determined by City.

For force account work the Contractor may use Engineer-approved equipment in good working condition and providing normal output or production. The Engineer may reject

equipment not in good working condition or not properly sized for efficient performance of the force account work. For each piece of equipment used, whether owned or rented, the Contractor shall provide the Engineer with the following information:

1. Manufacturer's name or trademark
  2. Equipment type
  3. Year of manufacture
  4. Model number
  5. Type of fuel used
  6. Horsepower rating
  7. Attachments required, together with their size or capacity
  8. All further information necessary to determine the proper rate
  9. Dates, daily hours, total hours of actual operation and idle time
  10. Equipment Watch Cost Recovery rate with reference or category
  11. Quantity
  12. Applicable Equipment Watch Cost Recovery hourly operating cost
  13. Invoices for all rental equipment
- b. **Hourly Owned Equipment Rates.** For any machinery or special equipment other than small tools which it may be deemed necessary or desirable to use for the force account work, the Contractor shall receive payment for such equipment actually engaged in such work (hourly, daily, weekly or monthly).

For all machinery or special equipment already employed on the Project site at the time of the force account work, the Equipment Watch Cost Recovery book shall apply. The monthly rate will be divided by 176 to arrive at the hourly rate. The Contractor will be compensated at that rate for the working hours, which includes only those hours the equipment is actually in operation performing force account work. Base rate for the machine and attachments represent the major cost of equipment ownership, such as depreciation, interest, taxes, insurance, storage, and major repairs. The hourly operating rate represents the major costs of equipment operation, such as fuel and oil lubrication, field repairs, tires, expendable parts, and supplies.

Compensation for equipment normally used on a 24 hours per day basis will not exceed the monthly rate plus adjustments and operating costs. The rate adjustment factor assigned to any attachment will be the yearly factor as determined for the base equipment.

- c. **Hourly Idle Equipment Rate.** For equipment that is in operational condition, on site, and necessary for force account work, but is idle, the City will pay an hourly idle equipment rate. If rented equipment necessary for force account work is idle and with the Engineer's approval, the City will pay the Contractor for all equipment that was idled. The hourly rate of compensation for any idle equipment will be the monthly rental rate times a factor of 0.50 divided by 176 hours per month with no operating costs added.

The City will not pay idle equipment costs for more than eight hours in a 24-hour day

or forty hours in a week. The City will not pay for inoperable equipment. Compensation for idle equipment will stop at the completion of the force account work or at the end of the suspension of work.

- d. **Rented Equipment.** If the Contractor rents or leases equipment from a third party exclusively for force account work, the City will pay the actual invoiced amount. The actual invoiced rates must be reasonably in line with the Equipment Watch Cost Recovery book and approved by the Engineer. The City will pay a 15 percent mark-up for overhead and profit for all rented equipment costs supported by the actual invoices. Equipment Watch Cost Recovery hourly operating cost will be added to the marked up actual invoiced rates only for the time the rented equipment was used on the Force Account work.

If the Contractor uses rented equipment currently on the Project for original Contract Work to perform force account Work, then the hourly equipment rate is determined using methods described in 109.05.C.4.b

The City will not compensate for rental rates that exceed the Equipment Watch Cost Recovery rates unless approved in advance of the work by the Engineer.

5. **Foreman's Transportation.** The City will pay the Blue Book Rate for every hour the foreman's truck is on the force account site or moving to or from the site. This rate includes equipment cost, fuel and lubricants, overhead, and profit, and mobile phone or two-way radios.
6. **Subcontract Work.** For Work performed by an approved subcontractor, the City will pay the approved subcontractor invoice plus 5 percent mark-up for administrative costs. The administrative cost for subcontract work shall not exceed \$5,000.00. No additional mark-up is allowed for work of a subsubcontractor or trucking services employed by a subcontractor.
7. **Payment for Force Account Work.** The compensation to the Contractor as provided in 109.05.C shall constitute payment in full for Extra Work done on a force account basis, including administration, superintendence, overhead, use of tools and equipment for which no rental is allowed, profit, taxes other than sales tax, premium on insurance, and any other expense incidental to performing the force account work. Sales tax will not be allowed on any item for which tax exemption may be obtained.
8. **Force Account Records.** The Contractor's representative and the Engineer's or City's representative shall compare records daily of the extra work done as ordered on a force account basis. Daily Force Account Records shall be signed by both the City and the Contractor daily. In the event the Contractor declines to sign the Daily Force Account Record, the City's records shall govern. Any resulting dispute must be pursued in accordance with 104.03.

City and Contractor personnel will document the labor and equipment used on the Force Account work on a Daily Force Account Record. At the end of each Work Day, City and Contractor personnel will compare and sign the Daily Force Account Record. The City will

make no Force Account payment before the Contractor submits an itemized statement of the costs for that work. The Engineer will examine and, if found to be acceptable, approve all rates and costs submitted by the Contractor.

Final payment will not be made for Work performed on a force account basis until the Contractor has furnished the Engineer with itemized statements of the costs of such force account work detailed as follows:

- a. Name, classification, date, daily hours, total hours, rate, and extension for each laborer and supervisor.
- b. Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
- c. Quantities of materials, prices, and extensions.
- d. Transportation of materials.

Statements shall be accompanied and supported by proper invoices for all materials used and transportation charges, and rented equipment performing work on force account operations. However, if materials used on the force account work are not specifically purchased for such work but are produced by the Contractor or taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were produced by or taken from the Contractor's stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor. Statements shall be filed not later than thirty days following the date the work was actually performed. Failure to submit acceptably completed statements within thirty days of the date the work was performed will result in an administrative fee of \$100 per Calendar Day for each delinquent force account statement.

9. **Professional and Specialized Work.** The following work, when performed as Extra Work by a firm hired by the Contractor, is paid at the reasonable and fair market invoiced cost plus 8% on the first \$10,000 of work and 5% for work in excess of \$10,000:
  - a. Surveying.
  - b. Engineering Design
  - c. Specialized work that is not normally part of a City Contract and is not normally subject to prevailing wage.
  - d. Other professional or specialized work not contemplated at the time of Bid.

#### **D. Delay Costs.**

1. **General.** If the City agrees that it is responsible for a delay as defined by 108.06, the City will pay for the costs specified in 109.05.D, unless these costs have been previously paid. Such payment constitutes full compensation for any and all delay costs.

Submit an itemized statement of applicable costs in the time period specified in 109.05.C.8 and that includes the content specified in 109.05.C.8 for the applicable items in this subsection and the following:

- a. Proof of cost of Superintendent, or other project staff salaries, wages, and payroll taxes and insurance.

- b. Proof of cost of office rent, utilities, land rent, and office supplies.
- c. Proof of escalated cost for labor and material.
- d. Proof of material storage costs.

2. **Allowable Delay Costs.**

- a. **Extended Labor.** The City will pay labor costs during delays as specified in 109.05.C.2 for all non-salaried personnel remaining on the Project as required under collective bargaining agreements or for other Engineer-approved reasons.
- b. **Escalated Labor.** To receive payment for escalated labor costs, demonstrate that the delay forced the Work to be performed during a period when labor costs were higher than planned at the time of the Proposal. The City will pay wages and fringes with a 20 percent mark-up to cover administrative costs.
- c. **Idle Equipment or Equipment Demobilization.** The City will pay the Contractor according to 109.05.C.4.c for idle equipment, other than small tools, that must remain on the Project during the delay period. With prior approval, the City will pay the Contractor's transportation costs to remove and return equipment not required on the Project during the delay period. No other equipment costs shall be recoverable as a result of delay.
- d. **Material Escalation or Material Storage.** The City will pay the Contractor for increased material costs or material storage costs due to the delay. Obtain the Engineer's approval before storing materials due to a delay. Payment will be based upon the accepted quantity of work performed during the period for which escalated costs have been approved. The City will pay increased material costs with an 8 percent mark-up to cover administrative costs and any material waste inherent to the Work.
- e. **Overhead and Profit.** The City will pay a 15 percent mark-up on all direct costs as all-inclusive compensation of all other Contractor costs, including but not limited to, (i) home office overhead, unabsorbed home office overhead, extended home office overhead, and all other overhead costs for which payment is not provided for in 109.05.D.2 and (ii) profit.

**E. Unrecoverable Costs.** The Contractor shall not be entitled to additional compensation for any costs not specifically allowed or provided for in 109.05, including, but not limited to, the following:

- 1. Loss of anticipated profit.
- 2. Consequential damages, including loss of bonding capacity, loss of bidding opportunities, insolvency, and the effects of force account work on other projects, or business interruption.
- 3. Impact, Disruption, Loss of Efficiency, Loss of Productivity.
- 4. Indirect costs.
- 5. Attorneys' fees, claim preparation expenses, and the costs of litigation.

**F. Damages for Termination for Convenience.** If the Contract is terminated in accordance with 108.08.B, Termination for Convenience, the City will compensate the Contractor the following

costs:

1. **Payment for Completed Work.** All completed items of Work as of the date of termination will be paid for at the Contract bid price. Payment for partially completed Work at the time of termination will be based upon actual costs incurred up to the date of termination and payment will be made either at agreed prices or by force account methods for extra work change order. The reasonable costs of the termination of convenience, may include accounting, clerical and other expenses, reasonable storage, transportation as set forth herein and the cost of demobilization which cannot exceed the price bid item and other reasonable and verifiable costs incurred in connection with the protection or disposition of materials obtained for this Project
2. **Materials.** Payment for materials included in the material inventory will be made at actual cost delivered to the project or the City designated storage site, including transportation charges to which 15 percent for all overhead and profit mark-up will be added but shall not exceed the unit bid price for the referenced number involved. If the material is not turned over to the City, the City will pay the Contractor a restocking charges or actual disposal costs supported by paid invoices and an additional 5 percent mark-up on the overhead and profit. In addition, hauling costs, if not included in the restocking charges for returned material and for material delivered to the City, are compensable.
3. **Idle Equipment.** Claims for idle equipment time, if any, following termination of the Contract, are limited to a maximum of thirty days and may not include any operating expenses. In the case of rented or leased equipment, the Contractor shall recover the lesser of the actual rental costs or fair market rental costs as established in 109.05.C and the amount shall not exceed thirty days rental.
4. **Overhead and Profit.** The mark-up for overhead and profit will comply with 109.05.C, except as provided in 109.05.F. In no event, however, shall consequential damages, loss of overhead, loss of overhead contribution or absorption of any kind, or loss of anticipated profits on Work that was not performed, be compensable or considered as part of any settlement.

**109.06 Directed Acceleration.** The Contractor shall always have the obligation to complete the Work in the time frames set forth in the Contract, provided, however, the Engineer, in writing, may order the Contractor, or may approve the Contractor's written request, to accelerate the Work to avoid or mitigate delay or associated costs or to complete the Project earlier than the Contract Completion Date. For purposes of this Section, lack of express written direction or approval by the Engineer shall never be construed as consent or direction to accelerate the Work.

In the event of an Engineer ordered or approved acceleration, the Engineer and the Contractor shall negotiate and agree on acceleration costs in advance of any acceleration work being started. To the extent, however, that the direction or approval to accelerate was due to delay caused by the fault or responsibility of the Contractor, the Contractor shall not be entitled to any additional time or costs associated with the acceleration. To the extent that the acceleration was directed for the benefit of the City or for a reason not the fault or responsibility of the Contractor, the Contractor will be entitled to a time or cost adjustment as provided by 108.06 and 109.05.

**109.07 Estimates (Partial Payments).** If satisfactory progress is being made, the Contractor will receive monthly payments based on the value of the Work completed and the

materials in place and for materials delivered as specified in 109.10 as determined by the Engineer. The monthly payment is an approximation only, and all partial estimates and payments shall be subject to correction in the Final Estimate and payment. Pay estimates must be signed by the Contractor and approved by the City.

Payment for Work and materials shall not, in any way, prevent later rejection when defective work or material is discovered, or constitute acceptance under 109.11. No estimate or payment shall be construed as acceptance of unacceptable work or non-conforming materials. The City will not pay the adjusted Final Estimate until the Contractor remedies all unacceptable work, defective work, and accepted work damaged by the Contractor's operations.

Before the second partial pay estimate is processed and for each subsequent partial estimate thereafter, the Contractor shall submit a notarized affidavit confirming that all bills for materials and for subcontracted Work represented by the previous partial payment have been paid. The City will not pay an estimate until the Contractor certifies to the Engineer that the Work for which payment is being made was performed in accordance with the Contract Documents. Certification will be made on forms provided by the City.

Should any unacceptable Work, non-conforming material, or acceptable Work that has been damaged by the Contractor's operations be discovered prior to final acceptance thereof or should a reasonable doubt arise prior to final acceptance as to the integrity of any part of the completed Work, the estimate and payment for such defective or questioned Work shall not be allowed until the defect has been remedied and cause for doubt removed, by and at the expense of the Contractor.

Partial payments may, at any time, be withheld, if in the opinion of the Engineer, any Work will not be completed in accordance with the Contract Documents.

**109.08 Project Contingency.** Not applicable.

**109.09 Retainage.** Ten percent of the Estimates may be retained by the City until fifty percent of the Work has been completed to the satisfaction of the ENGINEER. When more than fifty percent of the Work has been completed to the satisfaction of the ENGINEER, the amount retained may be reduced to five percent for all Work satisfactorily completed to the date of the estimate. When more than ninety percent of the Work has been completed and approved for payment, the amount retained may be reduced to 2.5% of the satisfactorily completed Work. The Engineer may also, at any time, increase retainage by any amount needed to protect the City's interests with respect to any incomplete, defective or unsatisfactory Work; costs or damages incurred by the City that are subject to the Contractor's obligations under this Contract; or back charges that the City may assess against the Contractor.

**The Contractor is hereby put on notice that the City will neither deposit retainage in an escrow account, nor pay interest on such retainage.**

**109.10 Payment for Material on Hand.** The City may pay, up to 75 percent of the applicable contract item, for the invoiced cost of the delivered and approved materials before they are incorporated into the Work, when delivered on the Project or stored in acceptable storage places. Delivered cost shall be evidenced by supplier's or manufacturer's invoice bearing the statement that

all previous invoices have been paid.

The Contractor shall make application for payment for materials on hand or stored on a form provided by the City. Information will be required as to the cost of the materials, when such materials will be incorporated in the Work and such other information that will be considered for approval of such payment. Consideration will be given only as to materials for major items of the Contract.

No partial payment will be made on living or perishable plant materials.

#### **109.11 Final Inspection and Acceptance.**

**A. Partial Acceptance.** Upon completion of a portion of the Work, the Contractor may request acceptance of the completed portion of the Work.

1. An inspection may be performed on a completed portion of the project roadway section provided:
  - a. All safety items are in place, including permanent pavement markings.
  - b. Traffic is in its final pattern.
  - c. The completed portion of the project Work constitutes a completed geographic section of the project or a direction of traffic on a divided highway.
  - d. The request is in accordance with all other contract provisions.
2. An inspection may be performed on a completed bridge provided:
  - a. All work on the bridge and approaches is complete, including all safety items and permanent pavement markings.
  - b. Traffic is in its final pattern.
  - c. The Contractor will not return to the bridge for any further work except as allowed for by item d.
  - d. Painting of structural steel is either completed or scheduled to be performed.
  - e. The request is in accordance with all other contract provisions.
3. An inspection may be performed on completed portions of the Work otherwise not listed above given:
  - a. The Work completed is of substantial completion as recognized by the Engineer.
  - b. Work is fully functioning as intended in the project.
  - c. If necessary, outside agencies have accepted the Work.
  - d. The request is in accordance with all other contract provisions.

The Engineer shall grant written partial acceptance for the portion of the Work if accepted. The Engineer will have exclusive rights to reject the Contractor's request for the convenience of administering the contract. The written partial acceptance will identify what portion of the Work is being accepted, the date of acceptance, and the warranty provisions initiated by the partial acceptance.

Partial acceptance shall relieve the Contractor of maintenance responsibility for the accepted portion of the Work. Partial acceptance shall not relieve the Contractor of the responsibility to

correct defective Work or repair damage caused by the Contractor, nor shall it waive the right to any other remedy to which the City is entitled by law or in equity.

**B. Final Inspection.** The Final Inspection shall be a limited visual review of the Work and shall only serve as the City's verification that the Work appears substantially complete. Final Inspection does not waive any available rights or remedies of the City, nor divest the Contractor of any responsibility for compliance with the Contract Documents or liability for damages.

When the Contractor completes all or portions of the Work to be accepted by the City, a request by the Contractor for a Final Inspection shall be made. If the Engineer agrees the Work is complete, then within ten business days the Engineer will inspect the Work and categorize it as one of the following:

1. Unacceptable or not complete.
2. Substantially complete with punch list items found by the Engineer.
3. Substantially complete.

If the Engineer finds the Work substantially complete or substantially complete with punch list items, then the Contractor's maintenance responsibilities end on the day of the Final Inspection, except for any maintenance related to unfinished punch list items. This shall not relieve the Contractor of responsibility to correct defective Work or repair damage caused by the Contractor or waive any other remedy to which the City is entitled under the Contract, applicable law, in equity, or otherwise. The Engineer will issue a Final Inspection Report that will document the findings of the inspection.

**C. Punch List.** As provided in this Section, the Engineer will issue to the Contractor a written punch list of work required as a condition of acceptance. For projects involving multiple agencies, the Engineer will receive and compile punch lists from all agencies that have authority to provide one prior to issuing the City's punch list. The Engineer's punch list will stipulate a reasonable time to complete the required work unless the Contractor can demonstrate to the Engineer that completion of the punch list work within the Engineer's time frame is unreasonable. An excusable non-compensable time extension shall be executed to encompass the punch list's reasonable time to establish new Interim and Final Completion Date(s) and 108.07 requirements shall be administered respectively. Use of Interim Completion Dates for the punch list work shall be the discretion of the Engineer, necessary to separate weather sensitive work. During the negotiated time frame both the Engineer and the Contractor shall anticipate weather per Table 108.06-1.

Notify the Engineer in writing when all of the punch list items are complete. No further extension shall be provided for Work that is not remedied to the satisfaction of the Engineer.

**D. Finalization.** The Contractor will receive the Engineer's list of final quantities within forty-five Calendar Days from the date that the Work is determined to be substantially complete by the Inspector. The Contractor shall accept the final quantities as determined by the Engineer or provide a written notice indicating the reason for disagreement within thirty Calendar Days of receiving the Engineer's list of final quantities. The prescribed thirty Calendar Day period can be modified by mutual agreement of the Contractor and the Engineer. If no notice of disagreement is received, then the final estimate shall be based on the Engineer's list of final quantities.

Within sixty Calendar Days from receipt of the Engineer's list of final quantities, the Contractor shall supply Final Project Documents for Project closeout, to include, but not be limited to:

1. Material certificates
2. Payrolls
3. Wage affidavits
4. DBE/MBE/WBE affidavits, if applicable
5. As-built drawings as required
6. Warranties
7. O&M Manuals
8. Lien Waivers
9. Final Force Account Statement(s)
10. Surety Consent for Final Payment
11. Spare Parts List
12. Certificate of Completion
13. Bond Rider (Check with the bond form)
14. Affidavit of Final Payment

Failure to submit these acceptably completed documents will result in an administrative fee of \$100.00 per Calendar Day deducted from the Final Pay Estimate for every day that any of the required documents remain delinquent, starting thirty Calendar Days after receipt of written notification from the Engineer of a document deficiency.

**E. Final Acceptance/Project Closeout Process.** After the Final Inspection and the issuance of the Punch List, the Contractor must complete the items on the Punch List in the stipulated time frame. After completing the items on the punch list, the Contractor shall notify the Engineer to confirm that the items have been completed. When the work noted on the Punch List has been confirmed to be complete and accepted, the Engineer will issue a Notice of Final Acceptance.

Final Acceptance of the Work does not waive any available rights or remedies of the City under the Contract, applicable law, in equity, or otherwise, and shall not discharge the Contractor from any obligations it has under the Contract, including, but not limited to: unsettled liens and claims against the City; faulty, defective, or nonconforming work discovered or appearing after Final Acceptance; failure of the Work to comply with the requirements of the Contract Documents; the terms of any warranties or guarantees contained in or required by the Contract Documents; any indemnification rights including damages or costs incurred by the City resulting in claims or lawsuits brought against the City based on actions on the part of the Contractor, its subcontractors, sub-subcontractors, suppliers, or any of their employees, representatives or agents; fraud or bad faith committed by the Contractor or any subcontractor or supplier during performance of Work, but discovered by the City after Final Payment; and the City's audit and adjustment rights under the Contract.

**F. Final Estimate.** Final payment to the Contractor is based on:

1. The agreed final quantities or as determined by the Engineer;
2. Finding of Final Acceptance by the Engineer;
3. Receipt of acceptable Final Project Documents; and
4. Contractor certification that the Work was performed in accordance with the Contract

## Documents.

As soon as practical after the Final Acceptance of the Work by the City and after approval of the final Change Order, or the final Contract Modification if the final Contract Amount exceeds the amount authorized by the City, there shall be issued a final estimate for payment based upon the actual quantities of completed and accepted Work performed under the Contract. Compensation will not be made for any Work that was not authorized.

Final Estimates shall be approved by the City, after which the City shall pay the entire sum found to be due, after deducting all previous payments under 109.07. All prior estimates are subject to correction in the Final Estimate.

**G. Completion of Contract and Continuation of Contractor's Responsibility.** The Engineer will issue a letter confirming completion of the Contract, noting any exception as provided in Items 659, 660 and 661 and any guarantee or warranty.

The Contract is complete, except for items covered by any required bonds, when the Contractor receives final payment.

Neither Substantial Completion, Partial Acceptance, Final Acceptance nor Completion of the Contract relieves the Contractor of any responsibilities to properly perform or correct the Work or to repair damage or waives any remedies to which the City is entitled under the Contract, at law, in equity, or otherwise.

**109.12 Release of Liability.** No person(s) or corporation(s) other than the signer of this Contract as Contractor, has any interest hereunder and no claim shall be made or be valid, and neither the City, nor any official or agent thereof, shall be liable for or be held to pay any money, except as provided in the Contract. The acceptance by the Contractor of final payment shall operate as and shall be a release to the City, and every officer and agent thereof, from all claims and liability to the Contractor for anything done or furnished for, or relating to the Work, or for any act or neglect of the City, or of any person relating to or affecting the Work.

**109.13 Guarantee/Warranties.** Unless otherwise noted in the Contract Documents, the guarantee period begins upon Final Acceptance of the Work by the City. The guarantee period extends for one year from the date of Final Acceptance.

Under the Contractor's guarantee, the Contractor warrants to the City that materials and equipment furnished under the Contract are of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work is free from defects not inherent in the quality required or permitted; that the Work conforms to all requirements of the Contract Documents; that the Work is complete and fully functional; and that any failure to conform to these requirements or the occurrence of any defects or failures in the Work shall be remedied by the Contractor promptly and at no cost to the City.

In addition to the Contractor's guarantee and without in any way diminishing or changing it, the Contract Documents may also specify other express Contractor warranties or subcontractor, manufacturer or supplier warranties that apply during, or after, the Contractor's guarantee period. Notwithstanding the existence of other warranties, the Contractor shall remain as the

responsible party to the City under the Contractor's guarantee for purposes of the City exercising its rights under this Section during the one-year guarantee period.

The guarantee provisions do not relieve the Contractor from completing the Work in accordance with the Contract and do not diminish any rights or remedies the City may have under the Contract, applicable law, in equity, or otherwise.

At any time during the guarantee period, the City may notify the Contractor that certain repairs or other actions are necessary. Within ten days after being so notified, the Contractor shall make such repairs or take such other actions as are declared necessary to restore the Work to a good and serviceable condition consistent with the requirements of the Contract Documents. In the event that the Contractor fails to comply with the order to repair or take other actions, such repairs may be made or other actions undertaken by the City and the Contractor agrees that it shall reimburse the City for any such expenses it incurs within ten days following the receipt of a statement rendered to the Contractor by the City for such expenses. Specifications for the Work performed under this Contract shall govern in the making of repairs or taking other action pursuant to this Section.

Upon the expiration of the one-year guarantee period, the Contractor shall take all steps necessary to transfer to the City all remaining rights and obligations that may exist under any other warranties from the Contractor, subcontractors, manufacturers or suppliers and shall continue to assist the City, as needed, to enforce such warranties.

If the cost of providing security to the City of Westerville for the one-year guarantee period is prohibitive, the Contractor may, with approval from the City, make an assignment of bonds or other form of acceptable security to the City in the amount of 5 percent of the contract cost for the duration of the guarantee period.

**109.14 Backcharges.** To the extent the City has the right to back charge the Contractor pursuant to the Contract, the City, at its option, may take one or more of the following actions: (i) require the Contractor to make payment to the City within ten days of the Contractor's receipt of the invoice; (ii) deduct the back charge from the next and subsequent pay estimates until the full amount of the back charge has been satisfied; or (iii) deduct the back charge from Retainage. The City's right to back charge is in addition to any or all other rights and remedies provided in the Contract, at law, in equity, or otherwise.

**109.15 Right to Set-Off.** The City shall have all of its contractual, common law, equitable, and statutory rights of set-off. These rights shall include, but are not limited to, the City's option to withhold for the purposes of set-off (i) any monies due or that may become due to the Contractor under this Contract; (ii) any monies due or owing under any other contract with the City Department that holds or funds this Contract; or (iii) any monies due or owing the Contractor under any other contract with the City for tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The City shall exercise its set-off rights pursuant to audit by the City Auditor, or its representative.

# **SPECIAL PROVISIONS**

**SP 1 – CONSTRUCTION SCHEDULE CONSTRAINTS**

The construction schedule for the PROJECT shall take into consideration the following interim completion date:

- The PROJECT shall be substantially complete by August 28, 2026, except for seeding and landscaping planting.

The construction schedule for the PROJECT shall take into consideration the following constraints:

- Seeding and landscape planting shall not occur prior to September 1, 2026.
- The CONTRACTOR shall schedule the WORK, and thus the O.U.P.S. (Ohio Utilities Protection Service) marking requests, such that each request covers only that WORK reasonably expected to be completed during the two weeks subsequent to the request.
- The dates at which special detail drawings will be required.
- Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of the materials, supplies, and equipment.
- Once the CONTRACTOR commences WORK on this PROJECT, the CONTRACTOR shall not demobilize or otherwise suspend the WORK (excluding observance of normal work days and for conditions permitted in accordance with the CONTRACT DOCUMENTS) until the WORK is substantially complete.
- No lane restrictions shall be permitted on E Walnut Street between the hours of 6:30 am and 8:30 am and between 4:00 pm and 6:00 pm, Monday through Friday, without prior written approval of the ENGINEER.

**SP 2 – DIGITAL VIDEO RECORDING**

A minimum of one week prior to commencing WORK, the CONTRACTOR shall have digital video taken of all areas where construction is to take place. The video shall be provided to the ENGINEER a minimum of one week prior to commencing construction on this PROJECT. The video shall serve as a record of the existing conditions in an effort to resolve claims of damage, and should therefore be taken along the line of construction and site access and staging areas at sufficient detail as necessary to clearly depict details of existing conditions. The CONTRACTOR shall also have digital video taken of any unusual conditions encountered during construction that are not already a matter of video or photographic record. In any areas where existing conditions cannot be determined by means of video, the area shall be restored as approved by the ENGINEER at no cost to the OWNER.

All digital video shall be in color and submitted to the OWNER on flash drive. All videos shall be indexed and catalogued in such a manner that each recorded area is readily identifiable, and shall also indicate the date and time (hour, minutes and seconds) on which the recording was made. All flash drives shall become the property of the OWNER.

**SP 4 – UTILITY COORDINATION**

It is understood that the CONTRACTOR has considered in their BID all existing utility appurtenances within the limits of the proposed construction. Private Utilities to be relocated or adjusted shall be moved by the owners at no cost to the CONTRACTOR. The CONTRACTOR shall be responsible for coordinating the relocation of all utilities and associated appurtenances from their present to their relocated location, therefore, no additional compensation will be allowed for any delays or inconveniences sustained by the CONTRACTOR due to any interference from said utility appurtenances or from the operation of moving them.

The CONTRACTOR shall allow utility owners and their designated agents/contractors access within the construction limits of the project for the purpose of abandonment and/or relocation of their facilities.

**SP 5 – HAUL ROUTES**

At the Preconstruction Meeting the CONTRACTOR shall submit proposed hauling routes, for equipment and materials, for review and approval by the ENGINEER. Haul routes within the City of Westerville shall be restricted to arterial and collector streets. All earthmoving vehicles (dump trucks) on City streets shall be covered. The CONTRACTOR shall obtain any necessary permission for routes outside of the City of Westerville jurisdiction. Reference the Functional Class Plan in the Appendix for the identification of collector and arterial streets.

## **SP 6 – CONTRACTOR COORDINATION**

The CONTRACTOR is advised of other contracts within the work limits and in the vicinity of the PROJECT. These contracts include:

- 2026 Street Rehabilitation Project, Contract A
- 2026 Street Rehabilitation Project, Contract B (reconstruction of Monroe Lane)
- 2026 Pavement Rejuvenation
- Other sundry projects

The CONTRACTOR shall cooperate with other contractors regarding staging, stockpiling, site access, and any other needs as directed by the ENGINEER. In addition, the CONTRACTOR shall coordinate all WORK in accordance with the GENERAL PROVISIONS, Section 105.08 Cooperation Between Contractors.

**SP 7 – OEPA NPDES NOI**

The CONTRACTOR shall prepare a storm water pollution prevention plan to the ENGINEER for review and approval in accordance with the PLAN General Notes. The OWNER will apply for a Notice of Intent for Coverage under Ohio EPA General NPDES Permit and provide a copy to the CONTRACTOR upon receipt. The CONTRACTOR shall subsequently apply for a Notice of Intent for Coverage under Ohio EPA General NPDES Permit.

**SP 8 – USE OF CITY WATER**

The CONTRACTOR may utilize City-treated potable water on this PROJECT, obtained from a fire hydrant, provided the following requirements are met:

- Intended use is for watering landscaping installed with the PROJECT (seeding, trees, and shrubs)
- Temporary City-watering restrictions are not in effect due to dry weather conditions
- CONTRACTOR provides the required equipment to meter the water and prevent backflow
  - A Reduced Pressure Zone backflow device meeting ASSE 1013 and AWWA cC511 standards is required
  - The backflow device shall have a current certification
  - A combination backflow/meter is permitted, such as Watts 994HMB or Zenner FHZD30SCF-RP or approval equal
- The hydrant shall not be utilized until City personnel visit the site, inspects the equipment, performs an initial meter reading, and instructs the CONTRACTOR on proper hydrant operation

**SP 9 – LIQUIDATED DAMAGES**

This PROJECT is subject to liquidated damages in accordance with the following table. The table below overrides Table 108.07-1 of the General Provisions. Unless otherwise noted, the liquidated damages listed in the table below shall be assessed for each Calendar Day per each milestone remaining uncompleted after the specified completion date.

<b>Milestone</b>	<b>Amount of Applicable Liquidated Damages for Failure to Meet Specified Requirement</b>	<b>Application</b>
Resident Notification	\$100.00	Per Occurrence
Schedule / Special Provision Constraint	\$500.00	Per Occurrence
Interim Completion Date	\$500.00	Per Each Calendar Day of Overrun in Time
Project Completion Date	\$2,000.00	Per Each Calendar Day of Overrun in Time

# **SUPPLEMENTAL SPECIFICATIONS**

## **SECTION 12000**

**12000 BID ALTERNATES and SUPPLEMENTAL GENERAL NOTES**

**12000.01 Bid Alternates.** The PROJECT includes three bid alternates, covering 2 items of WORK:

- Bid Alternates A1 & A2 pertain to the planting soil notes on PLAN Sheet 4/41. The OWNER will award one of the Alternates (A1 or A2).
  - Bid Alternate A1, Planting Soil As Per Plan requires the CONTRACTOR to provide the planting soil amendments as specified in the PLANS.
  - Bid Alternate A2, Planting Soil As Per Pan MODIFIED (No Compost Additive) requires the CONTRATOR to provide the planting soil and amendments as specified in the PLANS except the compost amendment shall not be used. The 3:1 ratio of topsoil to compost is not applicable.
- Bid Alternate B1 requires the CONTRATOR to install a 12” x 12” concrete curb (band), whose top is flush with final grade, between the fence posts around the ball fields. The OWNER may or may not award this Alternate.

**12000.01 Supplemental General Notes**

**Protection of Seeded Areas.** Upon completion of seeding, the CONTRACTOR shall protect all seeded areas from pedestrian traffic by means approved by the ENGINEER. The protection shall remain in place until the seeding is accepted. If the method involves driving posts below grade, the post holes shall be filled with sand or other approved material once removed. There shall be no separate payment for this requirement and all costs associated therewith shall be included in various related items.

**Portions of Park Facilities to Remain Open.** To the greatest extent practicable, the CONTRACTOR shall maintain public access to the shelter, public restroom, and playground throughout the duration of the PROJECT. Snow fencing or other barrier approved by the ENGINEER shall be used to separate the public from the WORK. If the method involves driving posts below grade, the post holes shall be filled with sand or other approved material once removed. There shall be no separate payment for this requirement and all costs associated therewith shall be included in various related items.

The CONTRACTOR shall furnish and maintain sanitary convenience facilities for its employees, subcontractors, and material delivery personnel. Use of the public restroom building is prohibited.

**Concrete Joints.** All concrete joints shall be sawcut; tooling of joints will not be permitted.

**Nationwide Permit Requirements.** The WORK shall proceed in accordance with the requirements of the Nationwide Permit – reference the NWP in the Appendix for details.

**12203 PAVEMENT EXCAVATION and UNSUITABLE SOILS**

**12203.01 Pavement Excavation.** The removal of existing asphalt pavement shall be paid under Item 202, Asphalt Pavement Removed. All other material encountered shall be paid under Item 203, Excavation. The existing thickness of asphalt is excluded from payment under Item 203, Excavation.

All costs related with this WORK shall be included in the unit price bid for the following:

<u>Item</u>	<u>CMS</u>	<u>Unit</u>	<u>Description</u>
202	COLS	SY	Asphalt Pavement Removed
203	COLS	CY	Excavation

**12203.02 Unsuitable Soils.** Should unsuitable subgrade materials be encountered, the following contingency items have been included to be used only as directed by the ENGINEER:

All costs related with this WORK shall be included in the unit price bid the following:

<u>Item</u>	<u>CMS</u>	<u>Unit</u>	<u>Description</u>
204	COLS	CY	Excavation of Subgrade, As Directed (Contingency)
304	COLS	CY	Aggregate Base, As Directed (Contingency)

**12401 HOT MIX ASPHALT**

**12401.01 General.** In addition to the requirements in the CONTRACT DOCUMENTS the CONTRACTOR shall adhere to the following:

**12401.02 Joints.** Transverse construction joints shall be made against a full depth face that has been formed or cut in the previously placed mixture and coated with asphalt cement.

**12401.03 Spreading and Surface Tolerances.** Subsequent to the completion of paving, the ENGINEER shall inspect the paved areas immediately after a significant rain event (more than ¼” of precipitation). If ponding greater than 1/20” is found to be present, the ENGINEER shall notify the CONTRACTOR and the CONTRACTOR shall mill and repave the areas as required to meet this specification. No payment shall be made for this WORK.

**12401.04 Acceptance.** Acceptance will be based upon the requirements contained within the Item specified. Prior to placement, all asphalt materials must be held within a temperature range between 275 and 325 degrees Fahrenheit at the batch plant and at the site all asphalt must be placed at a temperature exceeding 270 degrees Fahrenheit. In the event the temperatures are outside these allowable ranges by more than 3 degrees, the load shall be subject to rejection.

For each mix daily, the CONTRACTOR shall supply the OWNER with a Maximum Specific Gravity (MSG) determination for each mix. During the installation of the asphalt material, the CONTRACTOR will be required to obtain compaction of the material between 92% and 98% of this value. All compaction testing at the site will be performed by the OWNER. In the event compaction testing is not performed by the OWNER, the CONTRACTOR shall meet the compaction requirements of Item 401.17.

**12401.05 Payment.** No separate payment shall be made for this WORK and all costs associated therewith shall be included in the unit price bid for the items to which this WORK is incidental.

**12705 CONCRETE INCIDENTALS**

**12705.00 General.** This WORK shall be performed in accordance with COLS Item 705 except as modified herein.

12705.03 Preformed filler shall be rubber equal or similar to REFLEX, meeting or exceeding ASTM D1751-04 and ASTM D1752-04a, Type 1. Fillers shall be provided in widths as noted below (the use of multiple fillers of small widths to accomplish the specified widths below will not be accepted):

- For Items 12451, 12452, and 12608 the filler shall be 1/2" thick
- For Item 12609 the filler shall be 1" thick

12705.07 Concrete curing membrane shall be clear. Use of pigmented curing membranes shall result in the removal and replacement of any concrete so cured at the CONTRACTOR'S expense.

**12832 TEMPORARY SEDIMENT AND EROSION CONTROLS**

**12832.01 General.** This WORK shall consist of furnishing all labor, equipment and materials necessary to implement erosion and sediment control measures for all construction activities for this PROJECT. The CONTRACTOR shall develop, and submit to the ENGINEER, a storm water pollution prevention plan prior to the commencement of earth disturbing activities.

WORK and materials shall be in accordance with ODOT Item 832, Temporary Sediment and Erosion Control, and the most recent edition of the Rainwater and Land Development Manual as published by the Ohio Department of Natural Resources.

Filter socks and straw wattles are not permitted for use on this PROJECT.

**12832.02 Regulatory Requirements.** The CONTRACTOR shall submit for and obtain a Co-Permittee Notice of Intent (NOI) for Coverage under the Ohio EPA Construction Storm Water General Permit.

**12832.03 Execution.** The CONTRACTOR shall develop, construct, and maintain temporary sediment and erosion control measures. The temporary controls shall be placed prior to the commencement of earth disturbing activities.

Maintenance activities shall include, but not be limited to, removal of accumulated sediment from erosion control measures throughout the course of the WORK and proper disposal of the sediment.

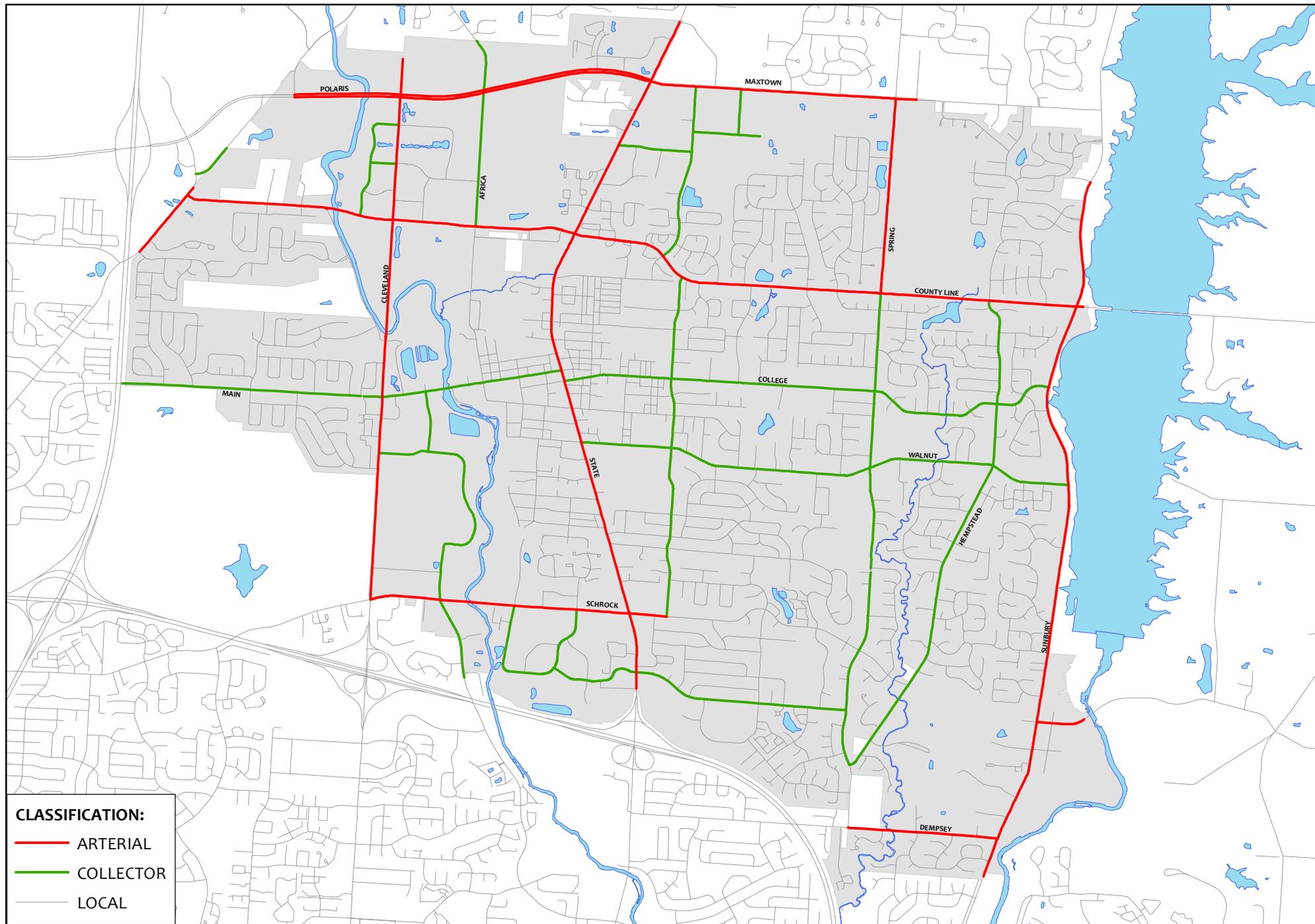
Temporary sediment control measures shall be removed when no longer needed or when permanent control measures, such as final grading and seeding, have become established, as determined by the ENGINEER.

**12832.04 Payment.** All costs associated with this WORK shall be included in the unit price bid for:

<b>Item</b>	<b>CMS</b>	<b>Unit</b>	<b>Description</b>
12832	WEST	LS	Storm Water Pollution Prevention Plan
12832	WEST	LS	Temporary Sediment and Erosion Controls

# APPENDIX

# FUNCTIONAL CLASS PLAN (rev 08-05-2011)





REPLY TO  
ATTENTION OF

**DEPARTMENT OF THE ARMY**  
HUNTINGTON DISTRICT, CORPS OF ENGINEERS  
502 EIGHTH STREET  
HUNTINGTON, WEST VIRGINIA 25701-2070

January 28, 2026

Regulatory Division  
North Branch  
LRH-2024-00928-SCR-Unnamed Tributary (UNT) to Alum Creek

**NATIONWIDE PERMIT NO. 27 VERIFICATION**

Nathan Lang  
City of Westerville  
64 East Walnut Street  
Westerville, Ohio 43081

Dear Nathan Lang:

I refer to the pre-construction notification (PCN) received in this office on September 24, 2025 and the additional information provided on January 16, 2026, concerning the *Walnut Ridge Park Improvements Project*. You have requested a Department of the Army (DA) authorization for the discharge of dredged and/or fill material into waters of the United States associated with the restoration project located at 529 East Walnut Street, in the City of Westerville, Franklin County, Ohio (40.118633 latitude, -82.910689 longitude). Construction activities will occur within an UNT of Alum Creek, a direct tributary of the Scioto River, a traditional navigable water of the United States. We have assigned the following file number to your PCN: LRH-2024-00928-SCR-UNT to Alum Creek. Please reference this file number on all future correspondence related to this subject proposal.

The United States Army Corps of Engineers' (Corps) authority to regulate waters of the United States is based on the definitions and limits of jurisdiction contained in 33 CFR Part 328 and 33 CFR Part 329. Section 404 of the Clean Water Act (Section 404) requires a DA permit be obtained prior to discharging dredged and/or fill material into waters of the United States, including wetlands. Section 10 of the Rivers and Harbors Act of 1899 (Section 10) requires a DA permit be obtained for any work in, on, over or under a navigable water.

The proposed project, as described in the submitted information, has been reviewed in accordance with Section 404 and Section 10. Based on your description of the proposed work, and other information available to us, it has been determined that this project will not involve activities subject to the requirements of Section 10. However, this project will include the discharge of dredged and/or fill material into waters of the United States subject to the requirements of Section 404.

In the submitted PCN materials, you have requested a DA authorization for the permanent discharge of dredged and/or fill material into approximately 518 linear feet (0.07 acre) of one (1) stream. The proposed project will involve relocating and enhancing a channelized stream. The new channel will exhibit an increase in riffle/run/pool complexes and an improved connection to

the adjacent floodplain. All work will be conducted in accordance with the PCN received in this office on September 24, 2025, and the additional information provided on January 16, 2026.

Based on the provided information, it has been determined the discharge of dredged and/or fill material into waters of the United States in conjunction with the *Walnut Ridge Park Improvement Project* meets the criteria for Nationwide Permit (NWP) No. 27, Aquatic Habitat Restoration, Establishment, and Enhancement Activities, (enclosed) under the December 27, 2021 Federal Register, Reissuance and Issuance of NWPs (86 FR 73522) provided you comply with all terms and conditions of the enclosed material, the enclosed special conditions, and the 401 Water Quality Certification issued by the Ohio Environmental Protection Agency (Ohio EPA) on October 13, 2021. Please be aware this NWP verification does not obviate the requirement to obtain any other federal, state, or local assent required by law for the activities. This letter does not grant any property rights or exclusive privileges or authorize any injury to the property or rights of others.

The UNT to Alum Creek is a perennial stream. Per NWP Regional General Condition 4, Ohio Department of Natural Resources (ODNR) In-Water Work Exclusion Dates, in-stream work may not occur in any perennial stream during the restricted period of March 15 – June 30 unless prior written approval is received from the ODNR. Enclosed is a list of information that must be provided to the ODNR when requesting an in-water work exclusion approval. Upon receipt of the approval from the ODNR, a copy must be provided to this office to document compliance with Regional General Condition 4.

This verification is valid until the expiration date of the NWPs, unless the NWP authorization is modified, suspended, or revoked. The verification will remain valid if the NWP authorization is reissued without modification or the activity complies with any subsequent modification of the NWP authorization. All of the existing NWPs are scheduled to be modified, reissued, or revoked on March 14, 2026. Prior to this date, it is not necessary to contact this office for re-verification of your project unless the plans for the proposed activity are modified. Furthermore, if you commence or under contract to commence this activity before March 14, 2026, you will have twelve (12) months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP.

A copy of the NWP and this verification letter must be kept at the site during construction. Upon completion of the activities authorized by this NWP verification, the enclosed certification must be signed and returned to this office. If you have any questions concerning the above, please contact Rachel Hall of the North Branch at 304-399-6902, by mail at the above address, or by email at [Rachel.A.Hall@usace.army.mil](mailto:Rachel.A.Hall@usace.army.mil).

Sincerely,  
*Laurie A. Moore*  
Laurie A. Moore  
Regulatory Project Manager  
North Branch

Enclosures

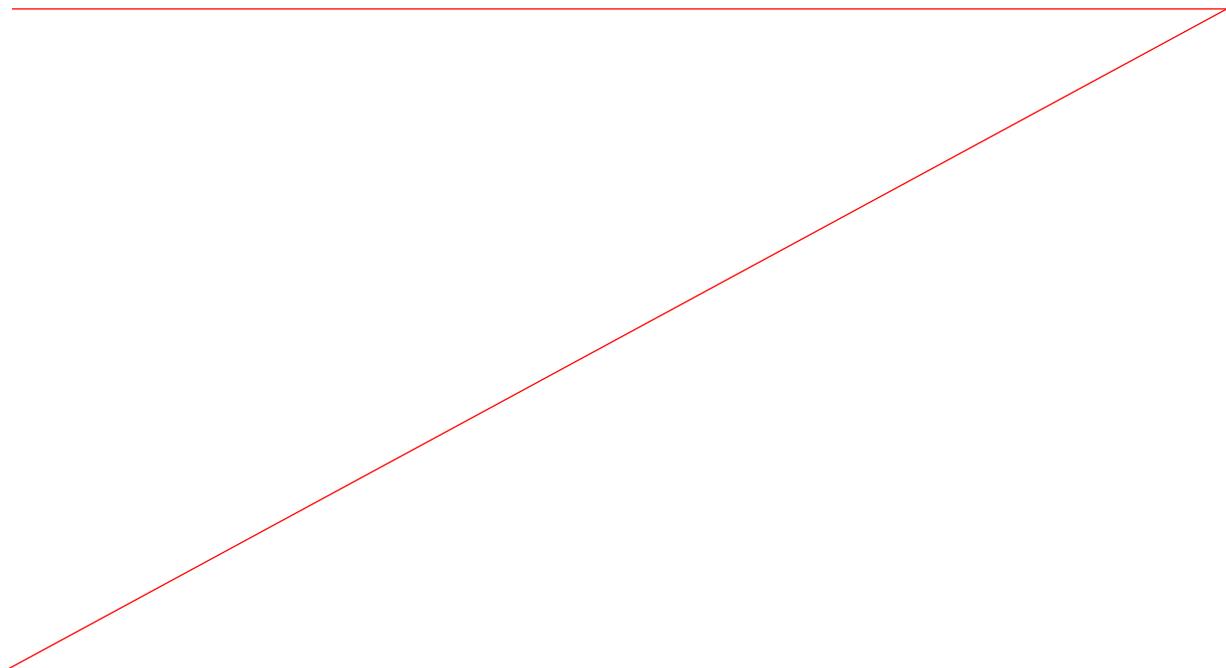
**Nationwide Permit No. 27 Verification Special Conditions for the  
Walnut Ridge Park Improvements Project  
LRH-2024-00928-SCR-UNT to Alum Creek  
Page 1 of 2**

1. All work will be conducted in accordance with the submitted pre-construction notification information for the Walnut Ridge Park Improvements Project received in this office on September 24, 2025 and the additional information provided on January 16, 2026.
2. Upon completion of the activity authorized by this nationwide permit verification, the enclosed certification must be signed and returned to this office along with as-built drawings showing the location and configuration, as well as all pertinent dimensions and elevations of the activity authorized under this nationwide permit verification.
3. Enclosed is a copy of Nationwide Permit 27, which will be kept at the site during construction. A copy of the nationwide permit verification, special conditions, and the submitted construction plans must be kept at the site during construction. The permittee will supply a copy of these documents to their project engineer responsible for construction activities
4. Construction activities will be performed during low flow conditions. Additionally, appropriate site specific best management practices for sediment and erosion control will be fully implemented during construction activities at the site.
5. Should new information regarding the scope and/or impacts of the project become available that was not submitted to this office during our review of the proposal, the permittee will submit written information concerning proposed modification(s) to this office for review and evaluation, as soon as practicable.
6. No area for which grading has been completed will be unseeded or unmulched for longer than 14 days. All disturbed areas will be seeded and/or revegetated with native species and approved seed mixes (where practicable) after completion of construction activities for stabilization and to help preclude the establishment of non-native invasive species.
7. In the event any previously unknown historic or archaeological sites or human remains are uncovered while accomplishing the activity authorized by this nationwide permit verification, the permittee must cease all work in waters of the United States immediately and contact local, state and county law enforcement offices (only contact law enforcement on findings of human remains), the Corps at 304-399-5610 and the Ohio State Historic Preservation Office at 614-298-2000. The Corps will initiate the Federal, state and tribal coordination required to comply with the National Historic Preservation Act and applicable state and local laws and regulations. Federally recognized tribes are afforded a government-to-government status as sovereign nations and consultation is required under Executive Order 13175 and 36 CFR Part 800.

**Nationwide Permit No. 27 Verification Special Conditions for the  
Walnut Ridge Park Improvements Project  
LRH-2024-00928-SCR-UNT to Alum Creek  
Page 2 of 2**

8. Section 7 obligations under Endangered Species Act must be reconsidered if new information reveals impacts of the project that may affect federally listed species or critical habitat in a manner not previously considered, the proposed project is subsequently modified to include activities which were not considered during Section 7 consultation with the United States Fish and Wildlife Service, or new species are listed or critical habitat designated that might be affected by the subject project.

9. The project site lies within the range of the Indiana bat (*Myotis sodalis*), a federally-listed endangered species, the northern long-eared bat (*Myotis septentrionalis*), a federally-listed endangered species, and the tricolored bat (*Perimyotis subflavus*), a proposed federally-listed endangered species. Several factors have contributed to the three (3) species decline, including habitat loss, fragmentation of habitat and the disease White Nose Syndrome. During winter, the three (3) bat species hibernate in caves and abandoned mines. Suitable summer habitat for the Indiana bats and the northern long-eared bats consists of a wide variety of forested/wooded habitats where they roost, forage, and travel and may also include some adjacent and interspersed non-forested habitats such as emergent wetlands and adjacent edges of agricultural fields, old fields and pastures. This includes forests and woodlots containing potential roosts (i.e., live trees and/or snags  $\geq$  three (3) inches diameter at breast height (dbh) that have any exfoliating bark, cracks, crevices, hollows and/or cavities), as well as linear features such as fencerows, riparian forests, and other wooded corridors. These wooded areas may be dense or loose aggregates of trees with variable amounts of canopy closure. Individual trees may be considered suitable habitat when they exhibit the characteristics of a potential roost tree and are located within 1,000 feet (305 meters) of other forested/wooded habitat. The permittee will preserve wooded/forested habitats exhibiting any of the characteristics listed above wherever possible. Should suitable habitat be present that cannot be saved during construction activities, any trees  $\geq$  three (3) inches dbh will only be cut between October 1 - March 31.



## U.S. Army Corps of Engineers (USACE)

**CERTIFICATION OF COMPLIANCE WITH DEPARTMENT OF THE ARMY PERMIT**

For use of this form, see Section 404 of the Clean Water Act, Section 10 of the Rivers and Harbors Act of 1899, and Section 103 of the Marine Protection, Research, and Sanctuaries Act; the proponent agency is CECW-COR.

**Form Approved -**  
**OMB No. 0710-0003**  
**Expires 2027-10-31**

**The Agency Disclosure Notice (ADN)**

The Public reporting burden for this collection of information, 0710-0003, is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or burden reduction suggestions to the Department of Defense, Washington Headquarters Services, at [whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil](mailto:whs.mc-alex.esd.mbx.dd-dod-information-collections@mail.mil). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

**PURPOSE:** This form is used by recipients of U.S. Army Corps of Engineer Regulatory permits to certify compliance with the permit terms and conditions.

Your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with this permit, you are subject to permit suspension, modification, or revocation.

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the U.S. Army Corps of Engineers, Huntington District, Regulatory Office.

The certification can be submitted by email at rachel.a.hall @usace.army.mil or by mail at the below address:

U.S. Army Corps of Engineers

Huntington District Office

Street Address: 502 8th Street

City: Huntington State: WV ZIP Code: 25701

**COMPLETED BY THE CORPS**

Corps Action Number: LRH-2024-00928-SCR-UNT to Alum Creek

Permit Type: General Permit

General Permit Number and Name (*if applicable*): NWP No. 27 Aquatic Habitat Restoration

Name of Permittee: Nathan Lang

Project Name: Walnut Ridge Park Improvements

Project Location (*physical address*): 529 East Walnut Street  
City of Westerville, Franklin County, Ohio  
(40.118633, -82.910689)

**PERMITTEE'S CERTIFICATION**

Date Work Started: \_\_\_\_\_

Date Work Completed: \_\_\_\_\_

Enclose photographs showing the completed project (*if available*).

I \_\_\_\_\_ hereby certify that the work authorized by the above referenced permit has been completed in accordance with all of the permit terms and conditions, and that any required compensatory mitigation has been completed in accordance with the permit conditions.

Name

Date

Signature

## NATIONWIDE PERMITS FOR THE STATE OF OHIO

### U.S. ARMY CORPS OF ENGINEERS (CORPS) REGULATORY PROGRAM REISSUANCE AND ISSUANCE OF NATIONWIDE PERMITS WITH OHIO EPA 401 WATER QUALITY CERTIFICATION AND OHIO DEPARTMENT OF NATURAL RESOURCES CONSISTENCY DETERMINATION UNDER THE COASTAL ZONE MANAGEMENT ACT

Final rule published in the *Federal Register* (86 FR 73522) on December 27, 2021

## NWP 27

### **27. Aquatic Habitat Restoration, Enhancement, and Establishment Activities.**

Activities in waters of the United States associated with the restoration, enhancement, and establishment of tidal and non-tidal wetlands and riparian areas, the restoration and enhancement of non-tidal streams and other non-tidal open waters, and the rehabilitation or enhancement of tidal streams, tidal wetlands, and tidal open waters, provided those activities result in net increases in aquatic resource functions and services.

To be authorized by this NWP, the aquatic habitat restoration, enhancement, or establishment activity must be planned, designed, and implemented so that it results in aquatic habitat that resembles an ecological reference. An ecological reference may be based on the characteristics of one or more intact aquatic habitats or riparian areas of the same type that exist in the region. An ecological reference may be based on a conceptual model developed from regional ecological knowledge of the target aquatic habitat type or riparian area.

To the extent that a Corps permit is required, activities authorized by this NWP include, but are not limited to the removal of accumulated sediments; releases of sediment from reservoirs to maintain sediment transport continuity to restore downstream habitats; the installation, removal, and maintenance of small water control structures, dikes, and berms, as well as discharges of dredged or fill material to restore appropriate stream channel configurations after small water control structures, dikes, and berms are removed; the installation of current deflectors; the enhancement, rehabilitation, or re-establishment of riffle and pool stream structure; the placement of in-stream habitat structures; modifications of the stream bed and/or banks to enhance, rehabilitate, or re-establish stream meanders; the removal of stream barriers, such as undersized culverts, fords, and grade control structures; the backfilling of artificial channels; the removal of existing drainage structures, such as drain tiles, and the filling, blocking, or reshaping of drainage ditches to restore wetland hydrology; the installation of structures or fills necessary to restore or enhance wetland or stream hydrology; the construction of small nesting islands; the construction of open water areas; the construction of oyster habitat over unvegetated bottom in tidal waters; coral restoration or relocation activities; shellfish seeding; activities needed to reestablish vegetation, including plowing or

discing for seed bed preparation and the planting of appropriate wetland species; re-establishment of submerged aquatic vegetation in areas where those plant communities previously existed; re-establishment of tidal wetlands in tidal waters where those wetlands previously existed; mechanized land clearing to remove non-native invasive, exotic, or nuisance vegetation; and other related activities. Only native plant species should be planted at the site.

This NWP authorizes the relocation of non-tidal waters, including non-tidal wetlands and streams, on the project site provided there are net increases in aquatic resource functions and services.

Except for the relocation of non-tidal waters on the project site, this NWP does not authorize the conversion of a stream or natural wetlands to another aquatic habitat type (e.g., the conversion of a stream to wetland or vice versa) or uplands. Changes in wetland plant communities that occur when wetland hydrology is more fully restored during wetland rehabilitation activities are not considered a conversion to another aquatic habitat type. This NWP does not authorize stream channelization. This NWP does not authorize the relocation of tidal waters or the conversion of tidal waters, including tidal wetlands, to other aquatic uses, such as the conversion of tidal wetlands into open water impoundments.

Compensatory mitigation is not required for activities authorized by this NWP since these activities must result in net increases in aquatic resource functions and services. *Reversion*. For enhancement, restoration, and establishment activities conducted: (1) in accordance with the terms and conditions of a binding stream or wetland enhancement or restoration agreement, or a wetland establishment agreement, between the landowner and the U.S. Fish and Wildlife Service (FWS), the Natural Resources Conservation Service (NRCS), the Farm Service Agency (FSA), the National Marine Fisheries Service (NMFS), the National Ocean Service (NOS), U.S. Forest Service (USFS), or their designated state cooperating agencies; (2) as voluntary wetland restoration, enhancement, and establishment actions documented by the NRCS or USDA Technical Service Provider pursuant to NRCS Field Office Technical Guide standards; or (3) on reclaimed surface coal mine lands, in accordance with a Surface Mining Control and Reclamation Act permit issued by the Office of Surface Mining Reclamation and Enforcement (OSMRE) or the applicable state agency, this NWP also authorizes any future discharge of dredged or fill material associated with the reversion of the area to its documented prior condition and use (i.e., prior to the restoration, enhancement, or establishment activities). The reversion must occur within five years after expiration of a limited term wetland restoration or establishment agreement or permit, and is authorized in these circumstances even if the discharge of dredged or fill material occurs after this NWP expires. The five-year reversion limit does not apply to agreements without time limits reached between the landowner and the FWS, NRCS, FSA, NMFS, NOS, USFS, or an appropriate state cooperating agency. This NWP also authorizes discharges of dredged or fill material in waters of the United States for the reversion of wetlands that were restored, enhanced, or established on prior-converted cropland or on uplands, in accordance with a binding agreement between the

landowner and NRCS, FSA, FWS, or their designated state cooperating agencies (even though the restoration, enhancement, or establishment activity did not require a section 404 permit). The prior condition will be documented in the original agreement or permit, and the determination of return to prior conditions will be made by the Federal agency or appropriate state agency executing the agreement or permit. Before conducting any reversion activity, the permittee or the appropriate Federal or state agency must notify the district engineer and include the documentation of the prior condition. Once an area has reverted to its prior physical condition, it will be subject to whatever the Corps Regulatory requirements are applicable to that type of land at the time. The requirement that the activity results in a net increase in aquatic resource functions and services does not apply to reversion activities meeting the above conditions. Except for the activities described above, this NWP does not authorize any future discharge of dredged or fill material associated with the reversion of the area to its prior condition. In such cases a separate permit would be required for any reversion.

**Reporting.** For those activities that do not require pre-construction notification, the permittee must submit to the district engineer a copy of: (1) the binding stream enhancement or restoration agreement or wetland enhancement, restoration, or establishment agreement, or a project description, including project plans and location map; (2) the NRCS or USDA Technical Service Provider documentation for the voluntary stream enhancement or restoration action or wetland restoration, enhancement, or establishment action; or (3) the SMCRA permit issued by OSMRE or the applicable state agency. The report must also include information on baseline ecological conditions on the project site, such as a delineation of wetlands, streams, and/or other aquatic habitats. These documents must be submitted to the district engineer at least 30 days prior to commencing activities in waters of the United States authorized by this NWP.

**Notification:** The permittee must submit a pre-construction notification to the district engineer prior to commencing any activity (see general condition 32), except for the following activities:

- (1) Activities conducted on non-Federal public lands and private lands, in accordance with the terms and conditions of a binding stream enhancement or restoration agreement or wetland enhancement, restoration, or establishment agreement between the landowner and the FWS, NRCS, FSA, NMFS, NOS, USFS or their designated state cooperating agencies;
- (2) Activities conducted in accordance with the terms and conditions of a binding coral restoration or relocation agreement between the project proponent and the NMFS or any of its designated state cooperating agencies;
- (3) Voluntary stream or wetland restoration or enhancement action, or wetland establishment action, documented by the NRCS or USDA Technical Service Provider pursuant to NRCS Field Office Technical Guide standards; or

(4) The reclamation of surface coal mine lands, in accordance with an SMCRA permit issued by the OSMRE or the applicable state agency.

However, the permittee must submit a copy of the appropriate documentation to the district engineer to fulfill the reporting requirement. (Authorities: Sections 10 and 404)

Note: This NWP can be used to authorize compensatory mitigation projects, including mitigation banks and in-lieu fee projects. However, this NWP does not authorize the reversion of an area used for a compensatory mitigation project to its prior condition, since compensatory mitigation is generally intended to be permanent.

### **Ohio 401 Certification Special Limitations and Conditions:**

1. Ohio state certification general limitations and conditions apply to this nationwide permit.
2. Individual 401 WQC is required for projects where the primary purpose of the project is not the restoration, enhancement and establishment of tidal and non-tidal wetlands and riparian areas and the restoration and enhancement of non-tidal streams and other non-tidal open waters.
3. Bank stabilization activities authorized under this nationwide permit must utilize bioengineering techniques.
4. Individual 401 WQC is required for impacts to more than 0.50 acres of category 2 forested wetlands associated with the construction of a wetland mitigation bank unless Ohio EPA is a signatory to an Interagency Review Team (IRT) instrument which addresses the impact.
5. Individual 401 WQC is required for temporary and permanent impacts to category 3 wetlands greater than 0.1 acres except for impacts to Lake Erie coastal wetlands<sup>1</sup>, which are category 3 wetlands for the following reasons:
  - a. the wetland scores less than 60 on the Quantitative Rating of the ORAM, is "hydrologically unrestricted" and contains a predominance of native species within vegetation communities (i.e., they are category 3 wetlands using the Narrative Rating of ORAM), but the wetland has been drained, farmed, or degraded and is unvegetated or sparsely vegetated with wetland annuals or is vegetated with one or several of the following species: *Butomus umbellatus*, *Lythrum salicaria*, *Myriophyllum spicatum*, *Najas minor*, *Phalaris arundinacea*, *Phragmites australis*, *Potamogeton crispus*, and/or *Typha angustifolia*; or

- b. the wetland is diked and managed ("hydrologically restricted"), scores less than 60 on the Quantitative Rating of ORAM, is a category 3 wetland using the Narrative Rating of ORAM because of the presence of state or federally threatened or endangered species, and/or because of the documented presence of significant breeding or non-breeding bird concentration areas, and the proposed activities will not destroy, jeopardize or adversely affect, either directly or indirectly, *the continued existence of the threatened or endangered species.*
6. Impacts to Lake Erie coastal wetlands described above that are authorized under this 401 WQC are as follows (any other impacts to category 3 wetlands, except those described below, that occur at Lake Erie coastal wetlands require an individual 401 WQC):
- a. *Tile alteration.* Removing, altering, disabling drain tile or replacing perforated drain tile with non-perforated drain tile.
  - b. *De-leveling.* Re-grading for the purposes of microtopography to enhance hydrologic diversity, including the creation of shallow scrapes, channels, submerged islands and interconnected areas of deeper water is authorized. Final grade of any excavation, following topsoil replacement if applicable, shall not exceed 60-cm (approximately two feet). Replacement of the original excavated topsoil is required for all de-leveling activities except when the seed bank is dominated by invasive vegetation. In these cases, the area must be seeded by using a seed mix of native Ohio vegetation indigenous to the area/region where the project is located and appropriate for the hydrological regime present in the area. Excess spoils that are not able to be incorporated into the re-grading activities shall be deposited in adjacent non-wetland areas, used in other restoration activities listed in this paragraph or trucked to an upland area off-site.
  - c. *Ditch plugs and ditch fills.* Ditch plugs and water control structures: Disabling surface drains by filling lengths, provided that the surface drains originate on the property of the project sponsors and have no base flow or installing water control structures (e.g., riser structures, flap gates, fixed weirs, trickle tubes). Ditch plugs may include an emergency spillway to safely route flows back into the ditch below the plug.
  - d. *Earthen embankments.* Earthen fill structures that do not exceed 1.8 m (six feet) in height with side slopes of 3:1 or

greater with less than 50 acre-feet of storage. The embankments may include rock or vegetated overflow structures to pass base-flow as needed.

- e. *Interior dikes.* Earthen fill structures constructed within the interior of an existing diked and managed wetland for the purpose of improving management of hydrology in the diked wetland in order to facilitate control of invasive plant species, exclude or control invasive animal species, improve habitat features, etc.

<sup>1</sup>“Lake Erie coastal wetland” means a wetland located at an elevation less than 575 feet on the USGSmap, adjacent to this elevation or along a tributary to Lake Erie that is accessible to fish.

**A. Special Note:** For NWP's that do not require pre-construction notification to the Corps, it is an applicant's responsibility to review the Water Quality Certification general and NWP-specific terms and conditions and submit information to the OEPA as required by their water quality certification. A project that meets the terms and conditions of a NWP with no Pre-Construction Notification to the Corps is only valid when accompanied by a blanket or individual 401 Water Quality Certification from the OEPA. No work in waters of the United States may commence until the required 401 water quality certification (or waiver) has been obtained from the OEPA.

**B. Nationwide Permits Regional General Conditions (Applies to All Nationwide Permits)**

1. NWP's shall not authorize any regulated activity which negatively impacts bogs and/or fens.
2. NWP's shall not authorize any regulated activity in Lake Erie which would result in diversion of water from the Great Lakes.
3. NWP's shall not authorize any regulated activity which has an adverse impact on littoral transport within Lake Erie.
4. **In-Water Work Exclusion Dates:** Any work associated with a regulated activity under a nationwide permit cannot take place during the restricted period of the following Ohio Department of Natural Resources (ODNR), Division of Wildlife (DOW) In-Water Work Restrictions, unless the applicant receives advanced written approval from the DOW, notifies the District Engineer in accordance with Nationwide Permit General Condition 32 and Regional General Condition 6, and receives written approval from the Corps:

Statewide In-Water Work Restriction Periods and Locations

## 1. Salmonid Locations Restriction Period: September 15 – June 30

Arcola Creek (entire reach)  
 Ashtabula Harbor  
 Ashtabula River (Hadlock Rd. to mouth)  
 Aurora Branch (Chagrin River (RM 0.38 to mouth))  
 Big Creek (Grand River (Girdled Road to mouth))  
 Black River (entire reach)  
 Chagrin River (Chagrin Falls to mouth)  
 Cold Creek (entire reach)  
 Conneaut Creek (entire reach)  
 Conneaut Harbor  
 Corporation Creek (Chagrin River (entire reach))  
 Cowles Creek (entire reach)  
 Ellison Creek (Grand River (entire reach))  
 Euclid Creek (entire reach)  
 Fairport Harbor  
 Grand River (Dam at Harpersfield Covered Bridge Park to mouth)  
 Gulley Brook (Chagrin River (entire reach))  
 Huron River (East Branch-West Branch confluence to mouth)  
 Indian Creek (entire reach)  
 Kellogg Creek (Grand River (entire reach))  
 Mill Creek (Grand River (entire reach))  
 Paine Creek (Grand River (Paine Falls to mouth))  
 Rocky River (East Branch-West Branch confluence to mouth)  
 Smokey Run (Conneaut Creek (entire reach))  
 Turkey Creek (entire reach)  
 Vermilion River (dam at Wakeman upstream of the US 20/SR 60 bridge to mouth)  
 Ward Creek (Chagrin River (entire reach))  
 Wheeler Creek (entire reach)  
 Whitman Creek (entire reach)

## 2. Other Locations Restriction Period: March 15 – June 30

All other perennial streams not listed above as salmonid.  
 Also includes Lake Erie and bays not listed above as salmonid.

Note: This condition does not apply to Ohio Department of Transportation projects that are covered under the “Memorandum of Agreement Between The Ohio Department of Transportation, The Ohio Department of Natural Resources, and The United States Fish and Wildlife Service For Interagency Coordination For Projects Which Require Consultation Under the Endangered Species Act, Impact State Listed Species, and/or Modify Jurisdictional Waters 2016 Agreement Number: 19394” or subsequent amendments to this Ohio Department of Transportation memorandum of agreement.

## 5. Waters of Special Concern: PCN in accordance with NWP General Condition 32

and Regional General Condition 6 is required for regulated activities in the following resources:

- a. **Threatened and Endangered Species:** Due to the potential presence of federally threatened or endangered species or their habitats, PCN in accordance with NWP General Conditions 18 and 32 and Regional General Condition 6 is required for any regulated activity under the NWPs in Ohio that includes:
- i. The removal of trees  $\geq$  three (3) inches diameter at breast height. These trees may provide suitable roosting, foraging, or traveling habitat for the federally listed endangered Indiana bat and the federally-listed threatened northern long-eared bat; and/or
  - ii. Regulated activities that impact a sand, gravel, and/or cobble beach (landform between the low and high water marks affected by waves) and/or mud flat (areas affected by natural seiche effect) on the Lake Erie shoreline; and/or
  - iii. Regulated activities in the waterway or township of the corresponding counties listed in Appendix 1.

**Note 1:** Applicants must ensure they are referencing the latest version of Appendix 1 by contacting their nearest U.S. Army Corps of Engineers district office and visiting the online resources identified in General Condition 18(f) of these NWPs, since federally listed species are continuously listed, proposed for listing, and/or de-listed.

**Note 2:** As mentioned in General Condition 18, federal applicants should follow their own procedures for complying with the requirements of the Endangered Species Act (ESA). Federal applicants, including applicants that have received federal funding, must provide the District Engineer with the appropriate documentation to demonstrate compliance with ESA requirements.

b. **Critical Resource Waters:**

- i. In Ohio, two (2) areas have been designated critical habitat for the piping plover (*Charadrius melodus*) and are defined as lands 0.62 mile inland from normal high water line. Unit OH-1 extends from the mouth of Sawmill Creek to the western property boundary of Sheldon Marsh State Natural Area, Erie County, encompassing approximately two (2) miles. Unit OH-2 extends from the eastern boundary line of Headland Dunes Nature Preserve to the western boundary of the Nature Preserve and Headland Dunes State Park, Lake County, encompassing approximately 0.5 mile.
- ii. In Ohio three (3) areas have been designated critical habitat for the rabbitsfoot mussel (*Quadrula cylindrica cylindrica*). Unit RF26 includes 17.5 river kilometers (rkm) (10.9 river miles [rimi]) of the Walhonding River from the convergence of the Kokosing and Mohican Rivers downstream to Ohio Highway 60 near Warsaw, Coshocton County, Ohio. Unit RF27 includes 33.3 rkm (20.7 rmi) of Little Darby Creek from Ohio Highway 161

near Chuckery, Union County, Ohio, downstream to U.S. Highway 40 near West Jefferson, Madison County, Ohio. Unit RF29 includes 7.7 rkm (4.8 rmi) of Fish Creek from the Indiana and Ohio State line northwest of Edgerton, Ohio, downstream to its confluence with the St. Joseph's River north of Edgerton, Williams County, Ohio.

iii. Old Woman Creek National Estuarine Research Preserve.

- c. **Oak Openings:** Wetland activities conducted in the Oak Openings Region of Northwest Ohio located in Lucas, Henry and Fulton Counties. For a map of the Oak Openings Region, visit <https://www.google.com/maps/d/viewer?mid=1JADupaZXJzO6AUDvnUaV18GVjG7yfBim&usp=sharing>
- d. **Category 3 Wetlands:** As determined through use of the latest approved version of the Ohio Environmental Protection Agency's Ohio Rapid Assessment Method wetland evaluation form.
- e. **Ohio Stream Designations:** Exceptional Warmwater Habitat, Cold Water Habitat, Seasonal Salmonid, or any equivalent designation; or water bodies with an antidegradation category of Superior High Quality Water, Outstanding National Resource Water, or Outstanding State Waters as determined by the Ohio Environmental Protection Agency except for NWP 1, 2, 3, 9, 10, 11, 27, 28, 32, and 35 or maintenance activities covered under NWPs 7 and 12. The current list of these rivers and tributaries can be found on the Ohio Environmental Protection Agency web-site at: [http://www.epa.ohio.gov/dsw/rules/3745\\_1.aspx](http://www.epa.ohio.gov/dsw/rules/3745_1.aspx). These designations can be found under the aquatic life use of the rivers and tributaries within its basin and under the "Anti-deg Rule #05."

6. **PCN Submittals:** In addition to the information required under NWP General Condition 32, the following information must be provided with the PCN:

- a. **Threatened and Endangered Species:** Section 7(a)(2) of the Endangered Species Act (ESA) states that each federal agency shall, in consultation with the Secretary, insure that any action they authorize, fund, or carry out is not likely to jeopardize the continued existence of a listed species or result in the destruction or adverse modification of designated critical habitat. Section 7 of the ESA, called "Interagency Cooperation," is the mechanism by which federal agencies ensure the actions they take, including those they fund or authorize, do not jeopardize the continued existence of any federally or proposed federally listed species. Consistent with NWP General Condition 18, information for federally threatened and endangered species must be provided in the PCN to determine the proposed activity's compliance with NWP General Condition 18 and to facilitate project-specific coordination with the USFWS. All relevant information obtained from the USFWS must be submitted with the PCN.

- b. **Cultural Resources:** Under the National Historic Preservation Act (NHPA), the Corps must ensure no federal undertaking, including a Corps permit action, which may affect historic resources, is commenced before the impacts of such action are considered and the Advisory Council on Historic Preservation and the State Historic Preservation Office (SHPO) are provided an opportunity to comment as required by the NHPA, 36 CFR 800, and 33 CFR 325, Appendix C. Consistent with NWP General Condition 20, historic properties information must be provided in the PCN if the proposed undertaking might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. All relevant information obtained from the SHPO must be submitted with the PCN.
- c. **National Wild and Scenic Rivers:** The following waterways are components of the National Wild and Scenic River System and require PCN to the Corps:

**Big and Little Darby Creeks**

- Big Darby Creek from Champaign-Union County line downstream to the Conrail railroad trestle and from the confluence with the Little Darby Creek downstream to the Scioto River;
- Little Darby Creek from the Lafayette-Plain City Road bridge downstream to within 0.8 mile from the confluence with Big Darby Creek; and
- Total designation is approximately 82 miles.

**Little Beaver Creek**

- Little Beaver Creek main stem, from the confluence of West Fork with Middle Fork near Williamsport to mouth;
- North Fork from confluence of Brush Run and North Fork to confluence of North Fork with main stem at Fredericktown;
- Middle Fork from vicinity of Co. Rd. 901 (Elkton Road) bridge crossing to confluence of Middle Fork with West Fork near Williamsport;
- West Fork from vicinity of Co. Rd. 914 (Y-Camp Road) bridge crossing east to confluence of West Fork with Middle Fork near Williamsport; and
- Total designation is 33 miles.

**Little Miami River**

- Little Miami River - St. Rt. 72 at Clifton to the Ohio River;
- Caesar Creek - lower two (2) miles of Caesars Creek; and
- Total designation is 94 miles.

- d. **Temporary Fills or Structures:** When a PCN is required for temporary fills or structures, the PCN must specify how long the temporary fills or structures will remain and include a restoration plan showing how all temporary fills and

structures will be removed and the area restored to pre-construction contours and elevations. Native, non-invasive vegetation must be used unless otherwise authorized by a Corps NWP verification.

**7. Invasive Species:** No area for which grading has been completed will be unseeded or unmulched for longer than 14 days. All disturbed areas will be seeded and/or revegetated with native species and approved seed mixes (where practicable) after completion of construction activities for stabilization and to help preclude the establishment of non-native invasive species.

<b>APPENDIX 1 TO REGIONAL GENERAL CONDITION 5 (a)</b>		
<b>County</b>	<b>Waterway</b>	<b>Township</b>
Adams	Ohio River, Scioto Brush Creek, South Fork Scioto Brush Creek	
Ashtabula	Grand River, Pymatuning Creek	Andover, Austinburg, Cherry Valley, Colebrook, Dorset, Hartsgrove, Harpersfield, Morgan, New Lyme, Orwell, Richmond, Rome, Trumbull, Wayne, Williamsfield, Windsor
Athens	Ohio River	
Brown	East Fork Little Miami River, Ohio River	
Butler	Great Miami River	Lemon, Liberty
Champaign		Mad River, Union, Urbana
Clark	Little Miami River	Bethel, Moorfield, Pleasant, Springfield
Clermont	East Fork Little Miami River, Little Miami River, Ohio River	
Clinton		Chester, Richland, Wayne
Columbiana		Butler, Fairfield, Hanover, Knox, Unity
Coshocton	Killbuck Creek, Muskingum River, Walhonding River	
Crawford		Auburn, Bucyrus, Cranberry, Dallas, Holmes, Whetstone
Darke	Stillwater River	
Defiance	St. Joseph River	Milford
Delaware	Mill Creek, Olentangy River	
Erie		Margaretta
Fairfield		Walnut
Fayette		Concord, Green, Jasper, Union
Franklin	Big Darby Creek, Little	

<b>APPENDIX 1 TO REGIONAL GENERAL CONDITION 5 (a)</b>		
<b>County</b>	<b>Waterway</b>	<b>Township</b>
	Darby Creek, Scioto River	
Fulton	Swan Creek	
Gallia	Ohio River	
Greene	Little Miami River	Bath, Beaver Creek, Spring Valley, Sugar Creek
Hamilton	Great Miami River, Little Miami River, Ohio River	
Hancock	Blanchard River	
Hardin	Blanchard River	Blanchard, Dudley, Hale, Jackson, McDonald, Roundhead
Hocking		Benton, Laurel
Holmes		All townships
Huron		New Haven, Richmond
Lake	Grand River	Madison
Lawrence	Ohio River	
Licking		Licking, Union
Logan	Great Miami River	Perry, Richland, Stokes, Washington, Zane
Lucas	Swan Creek	All townships
Madison	Big Darby Creek, Little Darby Creek	
Mahoning		Beaver, Boardman, Canfield, Green, Poland, Springfield
Marion	Tymochtee Creek	Big Island, Bowling Green, Grand, Green Camp, Montgomery, Salt Rock
Meigs	Ohio River	
Miami	Great Miami River, Stillwater River	
Montgomery	Great Miami River, Stillwater River	Mad River, Wayne
Morgan	Muskingum River	
Muskingum	Muskingum River	
Ottawa		All townships
Perry		Thorn
Pickaway	Big Darby Creek, Scioto River	
Pike	Scioto River	
Portage		Aurora, Atwater, Charlestown, Deerfield, Edinburg, Franklin, Freedom, Mantua, Nelson, Palmyra, Paris, Randolph, Ravenna, Rootstown, Streetsboro

<b>APPENDIX 1 TO REGIONAL GENERAL CONDITION 5 (a)</b>		
<b>County</b>	<b>Waterway</b>	<b>Township</b>
Preble		Dixon, Gasper, Israel, Jackson, Lanier, Monroe, Somers, Twin, Washington
Richland		Plymouth
Ross	Salt Creek, Scioto River	
Sandusky		All townships
Scioto	Ohio River, Scioto Brush Creek, Scioto River, South Fork Scioto Brush Creek	Nile, Rush, Union
Shelby	Great Miami River	
Stark		Lexington, Marlboro
Summit		Hudson, Tallmadge, Twinsburg
Trumbull	Pymatuning Creek	All townships
Union	Big Darby Creek, Little Darby Creek, Mill Creek, Treacle Creek	Allen, Darby, Washington
Warren	Great Miami River, Little Miami River	Clear Creek, Deerfield, Massie, Turtle Creek, Union, Washington, Wayne
Washington	Muskingum River, Ohio River	
Wayne		All townships
Williams	Fish Creek, St. Joseph River	Bridgewater, Center, Florence, Jefferson, Madison, Northwest, St. Joseph, Superior
Wyandot	Tymochtee Creek	Antrim, Marseilles, Mifflin, Pitt

### **HELPFUL INFORMATION FOR COMPLIANCE WITH THE NWP GENERAL CONDITIONS**

DISCLAIMER: The below information is intended to provide helpful contact information and other submittal recommendations. Contact the appropriate local, state, or federal agency for the most updated links to ensure compliance with the NWP General Conditions.

#### **General Condition 1 (Navigation)**

##### ***List of Section 10 Navigable Waters of the U.S.:***

Buffalo District –

[https://www.lrb.usace.army.mil/Portals/45/docs/regulatory/DistrictInfo/waterway\\_oh.pdf](https://www.lrb.usace.army.mil/Portals/45/docs/regulatory/DistrictInfo/waterway_oh.pdf)

Huntington District – <https://www.lrh.usace.army.mil/Missions/Regulatory/Section-10->

[Streams/](#)

Louisville District –

<https://www.lrl.usace.army.mil/Portals/64/docs/Regulatory/Public%20Notices/Limits%20of%20Jurisdiction%20Public%20Notice-revised.pdf?ver=2013-02-13-120705-203>

Pittsburgh District –

<https://www.lrp.usace.army.mil/Portals/72/docs/regulatory/RegulatoryBoundaries/PN12-2.pdf>

***Navigation Charts:***

Buffalo District – <https://www.lrb.usace.army.mil/Library/Maps-and-Charts/>

Huntington District – <https://www.lrh.usace.army.mil/Missions/Regulatory/Section-10-Streams/>

Louisville District –

<https://www.lrl.usace.army.mil/Portals/64/docs/Ops/Navigation/Charts/Ohio/OhioRiverCharts102-122.pdf>

Pittsburgh District – <https://www.lrp.usace.army.mil/Missions/Navigation/Navigation-Charts/>

***Locks and Dams:***

Buffalo District – <https://www.lrb.usace.army.mil/Library/Maps-and-Charts/>

Huntington District – <https://www.lrh.usace.army.mil/Missions/Civil-Works/Locks-and-Dams/>

Louisville District – <https://www.lrl.usae.army.mil/Missions/Civil-Works/Navigation/Locks-and-Dams/>

Pittsburgh District –

<https://www.lrp.usace.army.mil/Missions/Navigation/Locks-and-Dams/#:~:text=Locks%20and%20Dams%20%20%20Allegheny%20River%20,Locks%20%26%20Dam%20%205%20more%20rows%20>

***Notice to Navigation Interests Request Sheets:***

Huntington District –

<https://www.lrh.usace.army.mil/Portals/38/docs/navigation/Notice%20Info%20sheet.pdf>

Louisville –

<https://www.lrl.usace.army.mil/Portals/64/docs/Regulatory/Forms/Notice%20to%20Navigation%20Interests%20Data%20Form%202019.pdf?ver=2019-07-22-101251-297>

Pittsburgh District –

<https://www.lrp.usace.army.mil/Portals/72/docs/regulatory/NavNoticeRequestForm.pdf>

### **General Condition 5 (Shellfish Beds)**

Shellfish beds in Ohio include concentrations of freshwater mussels. All native mussels are protected in the State of Ohio (Section 1533.324 of the Ohio Revised Code). In addition, 10 federally listed species occur in the state and are protected by the ESA (87 Stat. 884, as amended; 16 U.S.C. 1531 et seq.). All rivers and tributaries that contain mussels or potential mussel habitat must be surveyed prior to any proposed streambed disturbance. Currently accepted protocol and supporting materials can be found on the Ohio Department of Natural Resources' website:

<https://ohiodnr.gov/wps/portal/gov/odnr/buy-and-apply/special-use-permits/collecting-research/ohio-mussel-surveyor>

### **General Condition 7 (Water Supply Intakes)**

Locations of drinking water source protection areas associated with public water supply intakes, including the name of the public water supply, can be found at the following link:

<https://oepa.maps.arcgis.com/apps/webappviewer/index.html?id=3b39e11ba7fc43c3b41801e3580e6d21>

Contact information for public water suppliers can be obtained from Ohio EPA by contacting the Division of Drinking and Ground Waters at [whp@epa.ohio.gov](mailto:whp@epa.ohio.gov) or 614-644-2752.

### **General Condition 10 (Fills Within 100-year Floodplains)**

The following website provides a statewide listing of Floodplain Managers in Ohio:

<https://ohiodnr.gov/wps/portal/gov/odnr/discover-and-learn/safety-conservation/about-ODNR/water-resources/floodplains/>

### **General Condition 16 (Wild and Scenic Rivers)**

Prior to submitting a PCN for work in a National Wild and Scenic River System, it is recommended that the applicant contact the National Park Service Regional Wild and Scenic Rivers Specialist, at the Midwest Regional Office, 601 Riverfront Drive, Omaha, Nebraska 68102, for assistance in complying with NWP General Condition 16. Any determination provided by the National Park Service should be submitted with the PCN. The following website provides information on National Wild and Scenic Rivers within Ohio:

<https://www.rivers.gov/ohio.php>

### **General Condition 18 (Endangered Species)**

To obtain the most up to date information on federally threatened and endangered species applicants are encouraged to utilize the USFWS's Information for Planning and Consultation System (IPaC) found at <https://ecos.fws.gov/ipac/>

Prior to the submittal of a PCN, applicants may also contact the USFWS, Ohio Ecological Services Field Office at:

Address: 4625 Morse Road, Suite 104  
Columbus, Ohio 43230

Email: [ohio@fws.gov](mailto:ohio@fws.gov)

Phone: (614) 416-8993

The Ohio Mussel Survey Protocol may be found at the following link:

<https://ohiodnr.gov/wps/portal/gov/odnr/buy-and-apply/special-use-permits/collecting-research/ohio-mussel-surveyor>

### **General Condition 4 (Migratory Bird Breeding Areas) and General Condition 19 (Migratory Birds and Bald and Golden Eagles)**

Prior to the submittal of a PCN, information to assist in complying with NWP General Conditions 4 and 19 may be obtained from the USFWS, Ohio Ecological Services Field Office at:

Address: 4625 Morse Road, Suite 104  
Columbus, Ohio 43230

Email: [ohio@fws.gov](mailto:ohio@fws.gov)

Phone: (614) 416-8993

The Ohio Division of Natural Resources Division of Wildlife may be contacted at (800) 945-3543.

### **General Condition 20 (Historic Properties)**

The Ohio National Register of Historic Places can be found at the following link:

<https://www.ohiohistory.org/preserve/state-historic-preservation-office/nationalregister>

When reviewing a PCN, the Corps will scope appropriate historic property identification

efforts and, if applicable, work with the applicant to take into account the effect of the proposed activity on historic properties. In these instances, information and coordination may include:

- Requesting comments directly from the Ohio History Connection SHPO on the effect the proposed regulated activity may have on historic properties. The Ohio History Connection SHPO may be contacted at:

Address: Ohio History Center  
800 E. 17th Ave., Columbus, Ohio 43211  
Phone: (614) 297-2300  
Email: [info@ohiohistory.org](mailto:info@ohiohistory.org)

- To identify potential historic properties that may be affected by a proposed project, the following information may be reviewed and/or provided with the PCN when applicable:
  - A detailed description of the project site in its current condition (i.e. prior to construction activities) including information on the terrain and topography of the site, the acreage of the site, the proximity of the site to major waterways, and any known disturbances within the site.
  - A detailed description of past land uses in the project site.
  - Photographs and mapping showing the site conditions and all buildings or structures within the project site and on adjacent parcels are useful. Photographs and maps supporting past land uses should be provided as available.
  - Information regarding any past cultural resource studies or coordination pertinent to the project area, if available.
  - U.S. Geological Survey (USGS) 7.5' series topographic maps;
  - Ohio History Connection SHPO files including:
    - Ohio Archaeological Inventory (OAI) files;
    - Ohio Historic Inventory files (OHI);
    - Ohio SHPO Cultural Resources Management (CRM)/contract archaeology files;
    - NRHP files including Historic Districts; and
    - County atlases, histories and historic USGS 15' series topographic map(s).
- When needed to evaluate effects to historic properties, the applicant is encouraged to consult with professionals meeting the Professional Qualification Standards as set forth in the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation (48 FR 44716) during this data gathering process. These professionals can assist with compiling the project information discussed above and should provide recommendations as to whether the proposal has the potential to affect historic properties and if further effort is needed to identify or assess potential effects to historic properties. These professionals can also compile preliminary review information to submit to the

District Engineer as part of the PCN.

**General Condition 23 (Mitigation)**

Information pertaining to mitigation can be found at the following link:

<https://www.lrh.usace.army.mil/Missions/Regulatory/Mitigation.aspx>

**General Condition 25 (Water Quality)**

The Ohio Environmental Protection Agency may be contacted at:

Address: Lazarus Government Center  
50 W Town St. Suite 700  
Columbus, Ohio 43215

Phone: (614) 644-2001

Information pertaining to the Ohio Environmental Protection Agency water quality certification (WQC) program, including the Section 401 Clean Water Act WQC application form, can be obtained at the following link:

<https://www.epa.state.oh.us/dsw/#113292723-programs>

**General Condition 32 (Pre-Construction Notification)**

The nationwide permit pre-construction notification form (Form ENG 6082) may be obtained at the following link:

[https://www.publications.usace.army.mil/Portals/76/Eng\\_Form\\_6082\\_2019Oct.pdf?ver=2019-10-22-081550-710/](https://www.publications.usace.army.mil/Portals/76/Eng_Form_6082_2019Oct.pdf?ver=2019-10-22-081550-710/)

A checklist of information that must be provided in a pre-construction notification can be obtained at the following link:

<https://www.lrh.usace.army.mil/Missions/Regulatory/How-to-Apply-for-a-Permit/Nationwide-Permits/>

**Electronic Submittal:**

- PCNs should be saved as a PDF document, and then submitted as an attachment in an email to the appropriate Regulatory Office:

**Buffalo District – LRB.Ohio.RegActions@usace.army.mil**

**Huntington District** – LRH.permits@usace.army.mil

**Louisville District** – CELRL.Door.To.The.Corps@usace.army.mil

**Pittsburgh District** – Regulatory.Permits@usace.army.mil

- Electronic documents must have sufficient resolution to show project details. The PCN and supporting documents submitted electronically must not exceed 10 megabytes (10MB) per email. Multiple emails may be required to transmit documents to ensure the 10MB limit is not exceeded. Alternatively, use of the Department of Defense Secure Access File Exchange (DoD SAFE) service to transfer large files may be requested in your email.
- For tracking and processing purposes, the email should include the following:
  - **Email Subject Line:** include the name of the applicant, type of PCN request, and location (County and State). Example: RE: Doe, John, PCN and Section 401 WQC Request, Summit County, Ohio;
  - **Email Body:** 1) Brief description of the proposed project, 2) contact information (phone number, mailing address, and email address) for the applicant and/or their agent, and 3) the project location: Address and Latitude/Longitude in decimal degrees (e.g. 42.92788° N, 88.36257° W).
- If you do not have internet access, information may be submitted through the U.S. Postal Service to the appropriate Regulatory Office:

U.S. Army Corps of Engineers, Buffalo District  
ATTN: Regulatory Branch  
1776 Niagara Street  
Buffalo, New York 14207  
Phone: (716) 879-4330  
Fax: (716) 879-4310

U.S. Army Corps of Engineers, Huntington District  
ATTN: Regulatory Division  
502 Eighth Street  
Huntington, West Virginia 25701-2070  
Phone: (304) 399-5210  
Fax: (304) 399-5805

U.S. Army Corps of Engineers, Pittsburgh District  
ATTN: Regulatory Division  
William S. Moorhead Federal Building  
1000 Liberty Avenue  
Pittsburgh, Pennsylvania 15222-4186  
Phone: (412) 395-7155  
Fax: (412) 644-4211

U.S. Army Corps of Engineers, Louisville District  
ATTN: CELRL-RD, Room 752  
600 Dr. Martin Luther King Jr. Place  
Louisville, Kentucky 40202-0059  
Phone: (502) 315-6733  
Fax: (502) 315-6677

### **C. Nationwide Permit General Conditions:**

**Note:** To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

#### **1. Navigation.**

- a. No activity may cause more than a minimal adverse effect on navigation.
- b. Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.
- c. The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his or her authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

**2. Aquatic Life Movements.** No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. **Spawning Areas.** Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.
4. **Migratory Bird Breeding Areas.** Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.
5. **Shellfish Beds.** No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWP 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.
6. **Suitable Material.** No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).
7. **Water Supply Intakes.** No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.
8. **Adverse Effects From Impoundments.** If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.
9. **Management of Water Flows.** To the maximum extent practicable, the preconstruction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below.

The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the preconstruction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).
10. **Fills Within 100-Year Floodplains.** The activity must comply with applicable FEMA-approved state or local floodplain management requirements.
11. **Equipment.** Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.
12. **Soil Erosion and Sediment Controls.** Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during

construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

**13. Removal of Temporary Structures and Fills.** Temporary structures must be removed, to the maximum extent practicable, after their use has been discontinued. Temporary fills must be removed in their entirety and the affected areas returned to preconstruction elevations. The affected areas must be revegetated, as appropriate.

**14. Proper Maintenance.** Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

**15. Single and Complete Project.** The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

**16. Wild and Scenic Rivers.**

- a. No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study
- b. river” for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.
- c. If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a “study river” for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. Permittees shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.
- d. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: <http://www.rivers.gov/>.

**17. Tribal Rights.** No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

**18. Endangered Species.**

- a. No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a
- b. species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify designated critical habitat or critical habitat proposed for such designation. No activity is authorized under any NWP which “may affect” a listed species or critical habitat, unless ESA section 7 consultation addressing the consequences of the proposed activity on listed species or critical habitat has been completed. See 50 CFR 402.02 for the definition of “effects of the action” for the purposes of ESA section 7 consultation, as well as 50 CFR 402.17, which provides further explanation under ESA section 7 regarding “activities that are reasonably certain to occur” and “consequences caused by the proposed action.”
- c. Federal agencies should follow their own procedures for complying with the requirements of the ESA (see 33 CFR 330.4(f)(1)). If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.
- d. Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat or critical habitat proposed for such designation, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation), the pre-construction notification must include the name(s) of the endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or that utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. The district engineer will determine whether the proposed activity “may affect” or will

have “no effect” to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps’ determination within 45 days of receipt of a complete pre-construction notification. For activities where the non-Federal applicant has identified listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have “no effect” on listed species (or species proposed for listing or designated critical habitat (or critical habitat proposed for such designation), or until ESA section 7 consultation or conference has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

- e. As a result of formal or informal consultation or conference with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWP.
- f. Authorization of an activity by an NWP does not authorize the “take” of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with “incidental take” provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where “take” means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word “harm” in the definition of “take” means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.
- g. If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP

- h. activity or whether additional ESA section 7 consultation is required.
- i. Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.nmfs.noaa.gov/pr/species/esa/> respectively.

**19. Migratory Birds and Bald and Golden Eagles.** The permittee is responsible for ensuring that an action authorized by an NWP complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting the appropriate local office of the U.S. Fish and Wildlife Service to determine what measures, if any, are necessary or appropriate to reduce adverse effects to migratory birds or eagles, including whether “incidental take” permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

**20. Historic Properties.**

- a. No activity is authorized under any NWP which may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.
- b. Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)(1)). If preconstruction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.
- c. Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the preconstruction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current

- procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts commensurate with potential impacts, which may include background research, consultation, oral history interviews, sample field investigation, and/or field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: No historic properties affected, no adverse effect, or adverse effect.
- d. Where the non-Federal applicant has identified historic properties on which the proposed NWP activity might have the potential to cause effects and has so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed. For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.
  - e. Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

**21. Discovery of Previously Unknown Remains and Artifacts.** Permittees that discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by an NWP, they must immediately notify the district engineer of what they have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

**22. Designated Critical Resource Waters.** Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, 52, 57 and 58 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed by permittees in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after she or he determines that the impacts to the critical resource waters will be no more than minimal.

**23. Mitigation.** The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

- a. The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).
- b. Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.
- c. Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require preconstruction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For

- wetland losses of 1/10-acre or less that require preconstruction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.
- d. Compensatory mitigation at a minimum one-for-one ratio will be required for all losses of stream bed that exceed 3/100-acre and require preconstruction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. This compensatory mitigation requirement may be satisfied through the restoration or enhancement of riparian areas next to streams in accordance with paragraph (e) of this general condition. For losses of stream bed of 3/100-acre or less that require preconstruction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult to-replace resources (see 33 CFR 332.3(e)(3)).
  - e. Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. If restoring riparian areas involves planting vegetation, only native species should be planted. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.
  - f. Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.
    1. The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal

- adverse environmental effects. For the NWP, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the
2. district engineer may approve the use of permittee-responsible mitigation.
  3. The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f).)
  4. Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option
  5. considered for permittee-responsible mitigation.
  6. If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)). If permittee responsible mitigation is the proposed option, and the proposed compensatory mitigation site is located on land in which another federal agency holds an easement, the district engineer will coordinate with that federal agency to determine if proposed compensatory mitigation project is compatible with the terms of the easement.
  7. If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan needs to address only the baseline conditions at the impact site and the number of credits to be provided (see 33 CFR 332.4(c)(1)(ii)).
  8. Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).
- g. Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an

- acreage limit of 1/2-acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.
- h. (h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.
  - i. Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

**24. Safety of Impoundment Structures.** To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state or federal, dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

**25. Water Quality.**

- a. Where the certifying authority (state, authorized tribe, or EPA, as appropriate) has not previously certified compliance of an NWP with CWA section 401, a CWA section 401 water quality certification for the proposed discharge must be obtained or waived (see 33 CFR 330.4(c)). If the permittee cannot comply with all of the conditions of a water quality certification previously issued by certifying authority for the issuance of the NWP, then the permittee must obtain a water quality certification or waiver for the proposed discharge in order for the activity to be authorized by an NWP.
- b. If the NWP activity requires preconstruction notification and the certifying authority has not previously certified compliance of an NWP with CWA section 401, the proposed discharge is not authorized by an NWP until water

- quality certification is obtained or waived. If the certifying authority issues a water quality certification for the proposed discharge, the permittee must submit a copy of the certification to the district engineer. The discharge is not authorized by an NWP until the district engineer has notified the permittee that the water quality certification requirement has been satisfied by the issuance of a water quality certification or a waiver.
- c. The district engineer or certifying authority may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

**26. Coastal Zone Management.** In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). If the permittee cannot comply with all of the conditions of a coastal zone management consistency concurrence previously issued by the state, then the permittee must obtain an individual coastal zone management consistency concurrence or presumption of concurrence in order for the activity to be authorized by an NWP. The district engineer or a state may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

**27. Regional and Case-By-Case Conditions.** The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its CWA section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

**28. Use of Multiple Nationwide Permits.** The use of more than one NWP for a single and complete project is authorized, subject to the following restrictions:

- a. If only one of the NWPs used to authorize the single and complete project has a specified acreage limit, the acreage loss of waters of the United States cannot exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.
- b. If one or more of the NWPs used to authorize the single and complete project has specified acreage limits, the acreage loss of waters of the United States authorized by those NWPs cannot exceed their respective specified acreage limits. For example, if a commercial development is constructed under NWP 39, and the single and complete project includes the filling of an upland ditch authorized by NWP 46, the maximum acreage loss of waters of the United States for the commercial development under NWP 39 cannot exceed 1/2-acre, and the total acreage loss of waters of United States due to the NWP 39 and 46 activities cannot exceed 1 acre.

**29. Transfer of Nationwide Permit Verifications.** If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

“When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.”

\_\_\_\_\_  
(Transferee)

\_\_\_\_\_  
(Date)

**30. Compliance Certification.** Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

- a. A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;
- b. A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and
- c. The signature of the permittee certifying the completion of the activity and mitigation. The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

**31. Activities Affecting Structures or Works Built by the United States.** If an NWP activity also requires review by, or permission from, the Corps pursuant to 33 U.S.C.

408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a “USACE project”), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission and/or review is not authorized by an NWP until the appropriate Corps office issues the section 408 permission or completes its review to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

### **32. Pre-Construction Notification.**

- a. **Timing.** Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:
  1. He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or
  2. 45 calendar days have passed from the district engineer’s receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is “no effect” on listed species or “no potential to cause effects” on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been

obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

- b. **Contents of Pre-Construction Notification:** The PCN must be in writing and include the following information:
1. Name, address and telephone numbers of the prospective permittee;
  2. Location of the proposed activity;
  3. Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;
  4.
    - i. A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures.
    - ii. For linear projects where one or more single and complete crossings require pre-construction notification, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters (including those single and complete crossings authorized by an NWP but do not require PCNs). This information will be used by the district engineer to evaluate the cumulative adverse environmental effects of the proposed linear project, and does not change those non-PCN NWP activities into NWP PCNs.
    - iii. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a

- conceptual plan), but do not need to be detailed engineering plans);
5. The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial and intermittent streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45-day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;
  6. If the proposed activity will result in the loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.
  7. For non-federal permittees, if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat (or critical habitat proposed for such designation), the PCN must include the name(s) of those endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;
  8. For non-federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;
  9. For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the "study river" (see general condition 16); and

10. For an NWP activity that requires permission from, or review by, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from, or review by, the Corps office having jurisdiction over that USACE project.
- c. **Form of Pre-Construction Notification:** The nationwide permit pre-construction notification form (Form ENG 6082) should be used for NWP PCNs. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.
- d. **Agency Coordination:**
1. The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.
  2. Agency coordination is required for:
    - i. All NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States;
    - ii. NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and
    - iii. NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.
  3. When agency coordination is required, the district engineer will immediately provide (e.g., via email, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or email that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the preconstruction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's

compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure that the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

4. In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.
5. Applicants are encouraged to provide the Corps with either electronic files or multiple copies of preconstruction notifications to expedite agency coordination.

#### **D. District Engineer's Decision**

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If a project proponent requests authorization by a specific NWP, the district engineer should issue the NWP verification for that activity if it meets the terms and conditions of that NWP, unless he or she determines, after considering mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest and exercises discretionary authority to require an individual permit for the proposed activity. For a linear project, this determination will include an evaluation of the single and complete crossings of waters of the United States that require PCNs to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings of waters of the United States authorized by an NWP. If an applicant requests a waiver of an applicable limit, as provided for in NWPs 13, 36, or 54, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in only minimal individual and cumulative adverse environmental effects.
2. When making minimal adverse environmental effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. He or she will also consider the cumulative adverse environmental effects

caused by activities authorized by an NWP and whether those cumulative adverse environmental effects are no more than minimal. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional or condition assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse environmental effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

3. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for NWP activities with smaller impacts, or for impacts to other types of waters. The district engineer will consider any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal in determining whether the net adverse environmental effects of the proposed activity are no more than minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse environmental effects are no more than minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure that the NWP activity results in no more than minimal adverse environmental effects. If the net adverse environmental effects of the NWP activity (after consideration of the mitigation proposal) are determined by the district engineer to be no more than minimal, the district engineer will provide a timely written response to the applicant. The response will state that the NWP activity can proceed under the terms and conditions of the

NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

4. If the district engineer determines that the adverse environmental effects of the proposed activity are more than minimal, then the district engineer will notify the applicant either: (a) That the activity does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the activity is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal; or (c) that the activity is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse environmental effects, the activity will be authorized within the 45-day PCN period (unless additional time is required to comply with general conditions 18, 20, and/or 31), with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation plan or a requirement that the applicant submit a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal. When compensatory mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

#### **E. Further Information**

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.
3. NWPs do not grant any property rights or exclusive privileges.
4. NWPs do not authorize any injury to the property or rights of others.
5. NWPs do not authorize interference with any existing or proposed Federal project (see general condition 31).

#### **F. General Limitations and Conditions for all Ohio Environmental Protection Agency Clean Water Act Section 401 Certified Nationwide Permits**

##### **A. CULVERTS**

For intermittent and perennial streams:

1. When practicable, bottomless or buried culverts are required when

culvert size is greater than 36" in diameter. This condition does not apply if the culverts have a gradient of greater than 1% grade or installed on bedrock. A buried culvert means that the bottom 10% by dimension shall be buried below the existing stream bed elevation.

2. The culvert shall be designed and sized to accommodate bankfull discharge and match the existing depth of flow to facilitate the passage of aquatic organisms.
3. When practicable, culverts shall be installed at the existing streambed slope, to allow for the natural movement of bedload and aquatic organisms.

## **B. BEST MANAGEMENT PRACTICES**

1. Unless subject to a more specific storm water National Pollutant Discharge Elimination System (NPDES) permit, all best management practices for storm water management shall be designed and implemented in accordance with the most current edition of the NPDES construction general permit available at: <http://www.epa.ohio.gov/dsw/storm/index.aspx>, or any watershed specific construction general permit.
2. Sediment and erosion control measures and best management practices must be designed, installed, and maintained in effective operating condition at all times during construction activities as required by applicable NPDES permits. Proper maintenance ensures corrective measures will be implemented for failed controls within 48 hours of discovery.
3. For perennial and intermittent streams, in-stream sediment control measures shall not be utilized, with the exception of turbidity curtains parallel to the stream bank, for the purpose of sediment collection. All sediment and erosion control measures shall be entirely removed and the natural grade of the site restored once construction is completed.
4. All avoided water resources and associated buffers/riparian areas shall be demarcated in the field and protected with suitable materials (e.g., silt fencing, snow fencing, signage, etc.) prior to site disturbance. These materials shall remain in place and be maintained throughout the construction process and shall be entirely removed once construction is completed.
5. Disturbance and removal of vegetation from the project construction area is to be avoided where possible and minimized to the maximum extent practicable. Entry to surface waters shall be through a single

point of access to the maximum extent practicable to minimize disturbance to riparian habitat. Unavoidable temporary impacts to forested riparian habitat shall be restored as soon as practicable after in-water work is complete using tree and shrub species native to the specific ecoregion where the project is located.

6. All dredged material placed at an upland site shall be controlled so that sediment runoff to adjacent surface waters is minimized to the maximum extent practicable.
7. Straw bales shall not be used as a form of sediment control unless used in conjunction with another structural control such as silt fencing. Straw bales may be utilized for purposes of erosion control such as ditch checks.
8. Heavy equipment shall not be placed below the ordinary high water mark of any surface water, except when no other alternative is practicable.
9. Temporary fill for purposes of access or staging shall consist of suitable non-erodible material and shall be maintained to minimize erosion.
10. Chromated copper arsenate (CCA) and creosote treated lumber shall not be used in structures that come into contact with waters of the state.
11. All dewatering activities must be conducted in such a manner that does NOT result in a violation of water quality standards.
12. All areas of final grade must be protected from erosion within seven days.
13. All disturbed areas which remain dormant in excess of fourteen days must be protected from erosion within seven days from the last earth disturbing activity.
14. In the event of authorized in-stream activities, provisions must be established to redirect the stream flow around or through active areas of construction in a stabilized, non-erosive manner to the maximum extent possible.

### **C. MITIGATION**

1. Compensatory mitigation is required for the discharge of dredged or fill material into wetlands for permanent impacts exceeding 0.10 acres.
2. Compensatory mitigation is required for the discharge of dredged or fill material into streams for permanent impacts exceeding 0.03

acres.

3. When required, compensatory mitigation ratios for wetlands shall be provided in accordance with chapters 3745-1-54 of the Ohio Administrative Code.
4. When compensatory mitigation will be provided wholly or in part at a mitigation bank or through an in-lieu fee program, credit purchase shall only be authorized at those banks or in-lieu fee programs approved by the Interagency Review Team (IRT).

#### **D. DIRECTOR'S AUTHORIZATION**

1. In accordance with the procedures outlined in Appendix A, Ohio EPA can grant coverage under this certification for any project that does not meet one or more of the terms and conditions for eligibility of this certification or where the district engineer has been granted authority to waive certain requirements. Coverage can be granted when Ohio EPA determines, consistent with the special limitations and conditions for each certification, and after considering comments received on the requested director's authorization, that a project will have such a minimal impact on water quality that an individual 401 WQC is not necessary provided all other terms and conditions of this certification have been met. If a director's authorization is not granted, an individual 401 WQC must be obtained. In no case may a director's authorization issued under this certification exceed an impact threshold authorized by the Corps' Nationwide Permit.

#### **E. NOTIFICATION TO OHIO EPA**

1. For any activity proposed to be authorized under NWPs 3, 4, 5, 6, 7, 13, 14, 15, 16, 18, 22, 23, 25, 27, 30, 32, 33, 34, 35, 36, 37, 38, 41, 45, 49, 53, and 54, **when a PCN is not required by the Corps**, notification to Ohio EPA is required for impacts to the following resources:
  - a. category 3 wetlands;
  - b.  $\geq 0.10$  acres of wetland.
2. Notifications required by E.1 should be submitted using the Ohio EPA 401 Pre-application Request Form and contain all information required by Appendix B, as well as a description of the proposed impacts including project design details.
3. For any activity proposed to be authorized under NWPs 4, 6, 7, 13, 14, 15, 16, 18, 22, 23, 25, 30, 33, 34, 36, 37, 38, 41, 45, 53, and 54, **when a PCN is not required by the Corps**, notification to Ohio EPA is required for impacts to streams located in possibly eligible areas

as depicted in the GIS NWP's Stream Eligibility Map.

4. Notifications required by E.3 should be submitted using the Ohio EPA 401 Pre-application Request Form and contain all information required by Appendix C, as well as a description of the proposed impacts including project design details.
5. When notification to Ohio EPA is required by conditions E.1 and E.3 above, the applicant shall not begin the activity until either:
  - a. They are notified in writing by Ohio EPA that the activity may proceed under the 401 WQC for the NWP; or
  - b. 45 calendar days have passed from Ohio EPA's receipt of the notification and the applicant has not received written notice from Ohio EPA that additional information is necessary or that an individual 401 WQC is required.

## **F. MISCELLANEOUS**

1. Authorization under this certification does not relieve the certification holder from the responsibility of obtaining any other federal, state or local permits, approvals or authorizations.
2. For purposes of this certification the Corps' definition of single and complete linear and non-linear projects shall be applied to all conditions regarding impacts, mitigation, and director's authorizations. If a project includes impacts that are ineligible under this certification, an applicant must apply for an individual 401 WQC or a director's authorization for those impacts to resources that do not meet one or more of the terms and conditions within this certification.
3. For purposes of this certification temporary impact means temporary activities which facilitate the nature of the activity or aid in the access, staging, or development of construction that are short term in nature and which are expected, upon removal of the temporary impact, to result in the surface water returning to conditions which support pre-impact biological function with minimal or no human intervention within 12 months following the completion of the temporary impact. Examples of temporary impacts include, but are not limited to access roads, work pads, staging areas, and stream crossings, including utility corridors. Activities that result in a wetland conversion (e.g. forested to non-forested) are not considered temporary impacts.
4. In the event that the issuance of a nationwide permit by the Corps requires individual 401 WQC for an activity that constitutes an

emergency as defined in 33CFR 325.2(e)(4), the limitation and/or condition requiring the individual 401 WQC is not applicable and the project may proceed upon approval by the Corps provided all other terms of this certification, including mitigation, are met.

5. Representatives from Ohio EPA, Division of Surface Water will be allowed to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of this certification. This includes, but is not limited to, access to and copies of any records that must be kept under the conditions of this certification; and, authorization to sample and/or monitor any discharge activity or mitigation site. Ohio EPA will make a reasonable attempt to notify the applicant of its intention to inspect the site in advance of that inspection.
6. Impacts as referenced in this certification consist of waters of the United States, that are also waters of the state, directly impacted by the placement of fill or dredged material.
7. In accordance with the procedures outlined in Appendix B, and where specifically required in the special limitations and conditions of this certification, an applicant proposing to impact a wetland shall perform a wetland characterization analysis consistent with the Ohio Rapid Assessment Method (ORAM) to demonstrate wetland category for all projects requiring a PCN to the Corps or notification to Ohio EPA.
8. In accordance with the procedures outlined in Appendix C, and where specifically required in the special limitations and conditions of this certification, an applicant proposing to impact a stream shall determine the eligibility of the stream proposed for impact for all projects requiring a PCN to the Corps or notification to Ohio EPA.

1. To apply for a director's authorization for coverage under this certification, the applicant must provide to Ohio EPA the following:
  - a. A completed Director's Authorization Request Form available on the "Director's Authorization" tab located at:  
<http://www.epa.ohio.gov/dsw/401/permitting.aspx>;
  - b. A copy of the pre-construction notification submitted to the Corps or a copy of the notification to Ohio EPA, if no PCN is required, including all attachments;
  - c. A copy of the provisional nationwide permit notification issued by the Corps including all attachments and special conditions, if any;
  - d. A copy of the mitigation plan as approved by the Corps, if applicable;
  - e. A detailed description of the conditions within this certification that are not being met;
  - f. A detailed description of any NWP terms and conditions, including impact limits that the Corps district engineer has waived for the project, if applicable;
  - g. A rationale of how the applicant believes the project will minimally impact water quality for those impacts to resources that do not meet one or more of the terms and conditions within this certification, including reason(s) why the resources are unable to be avoided;
  - h. Comments received from the Ohio Department of Natural Resources and United States Fish and Wildlife Service regarding threatened and endangered species or comments from an applicant that has been authorized by these entities to make threatened and endangered species determinations;
  - i. A one-time review fee of \$2000 for the project;
  - j. A detailed description of how the project meets public need, as defined in [OAC 3745-1-50](#), for impacts to category 3 wetlands;
  - k. Documentation as required under Appendix B and C;
  - l. Any other documentation as may be required under this certification.
2. Upon receipt of the director's authorization request containing items a. through o. outlined above, excluding item c., the director will post the materials on the Ohio EPA, DSW webpage and invite public comment on the request for 15 days. The director will review and consider the

comments received during the public comment period before making a decision on the director's authorization.

## Appendix B ORAM Verification Process

The ORAM results shall be included with the pre-construction notification (PCN) or notification to Ohio EPA if a PCN is not required by the Corps.

For each wetland proposed for impact the applicant must provide the following information for review in accordance with the ORAM verification procedure:

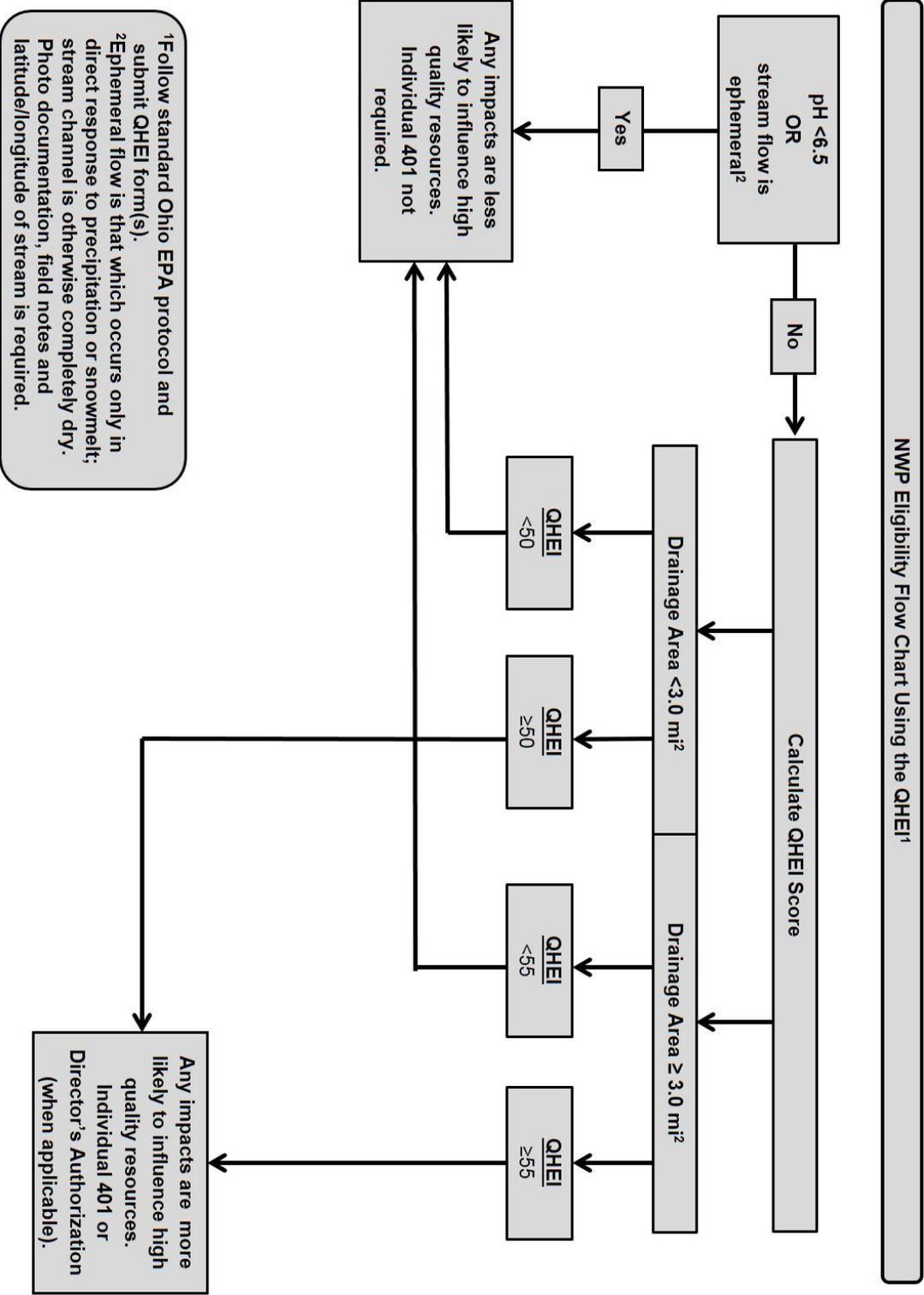
- a. Complete ORAM forms prepared in accordance with the current ORAM manual;
- b. Wetland delineation prepared in accordance with the current method required by the Corps;
- c. A minimum of four high resolution color photographs taken while facing each of the four cardinal directions of each wetland proposed for impact. Photographs must accurately depict the quality of the wetland and may not include a majority of dying or dead vegetation or excessive cover due to seasonal conditions that vegetation and substrates cannot be observed, such as leaf litter, snow, or ice. Photographs deemed to be insufficient of representing the wetland will be required to be retaken once seasonal conditions are appropriate. Photographs shall be clearly labeled with the wetland name, direction, and date;
- d. USGS topographical map, National Wetlands Inventory map, Soil Survey map and aerial images (both historical and current) which clearly outline the entire wetland boundary; and
- e. Coordination letter from the Ohio Department of Natural Resources (ODNR), Natural Heritage Database indicating the presence or absence of state listed threatened or endangered species or comments from an applicant that has been authorized by ODNR to make threatened and endangered species determinations.
- f. A detailed description of how the project meets public need, as defined in OAC 3745-1-50, for impacts to category 3 wetlands;

## Appendix C Stream Eligibility Determination Process

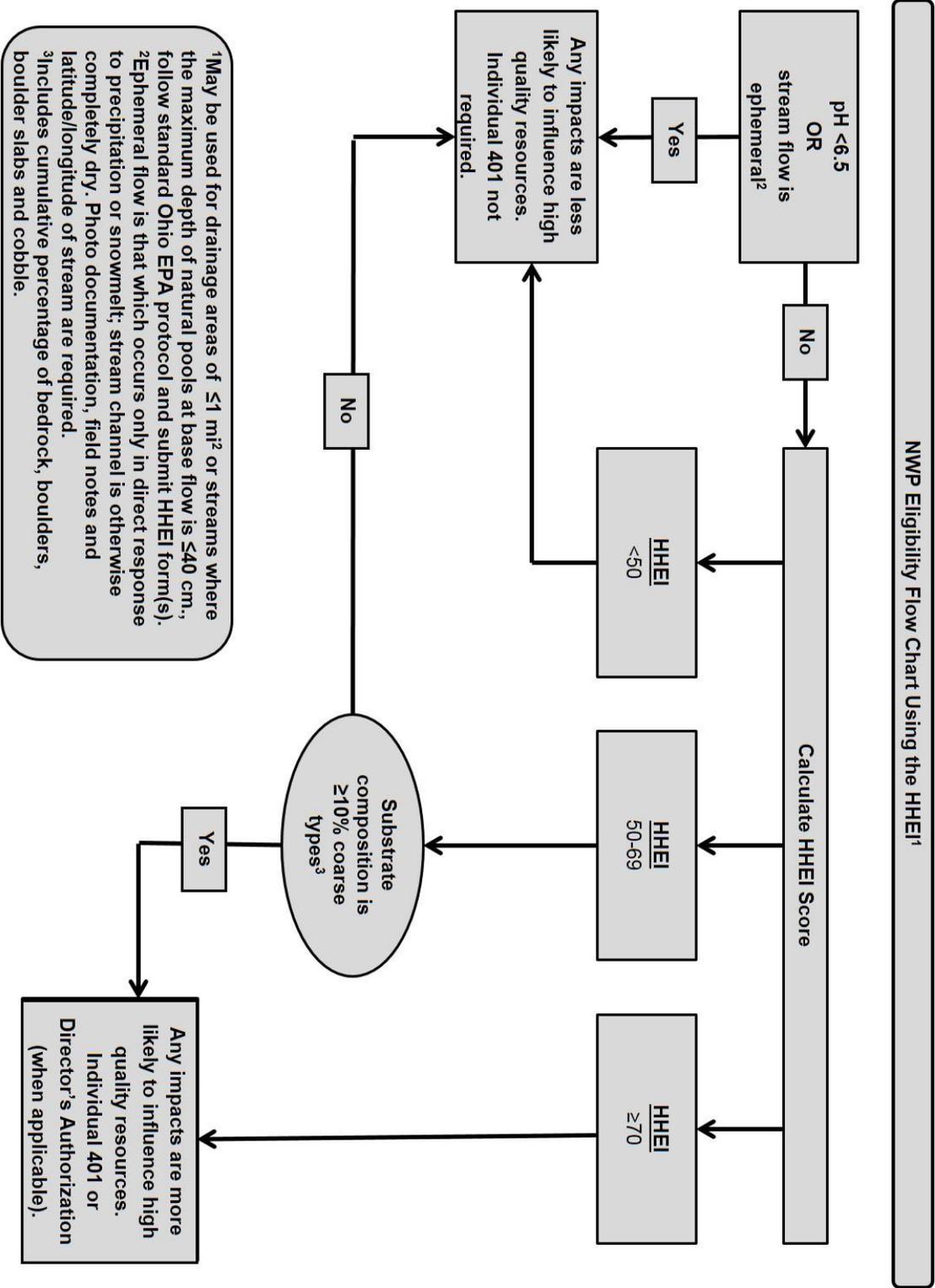
1. The stream eligibility results shall be included with the PCN or notification to Ohio EPA if a PCN is not required by the Corps. For each single and complete project with potential impacts to streams, where it is specifically required in the special limitations and conditions of this certification, the applicant shall determine if the streams proposed for impact are eligible for coverage under the 401 WQC for the Nationwide Permits using the following procedure:
  - a. Navigate to the Ohio EPA 401 website at: <http://www.epa.ohio.gov/dsw/401/permitting.aspx>
  - b. Click on the “Nationwide Permits” tab and then click on the “Stream Eligibility Web Map” link. To download the shapefile from the web map, click on the  in the upper right-hand corner of the webpage and select download. To draw project boundaries directly on the web map, click on the  in the upper left hand corner of the webpage.
    - i. If any stream proposed for impact within the project area falls within an ineligible area, impacts to that stream are not eligible for coverage under the 401 WQC for the Nationwide Permits, and the applicant shall apply for an individual 401 WQC or a director’s authorization.
    - ii. If any stream proposed for impact within the project area falls within a possibly eligible area, the applicant shall take pH values, when applicable, and perform a Qualitative Assessment Habitat Evaluation Index (QHEI) or Headwater Habitat Evaluation Index (HHEI) assessment for the stream. Using the flow charts provided below, the applicant shall determine if impacts to that stream are eligible for coverage under the 401 WQC for the Nationwide Permits or if an individual 401 WQC is required.
    - iii. If all streams proposed for impact within the project area are located within the eligible area, impacts to that stream are eligible for coverage under the 401 WQC for the Nationwide Permits and no further assessment is necessary.
  - d. The applicant shall submit the following information with the PCN or notification to Ohio EPA:

- i. Color map(s), no smaller than 8"x10", which clearly shows the project boundary, streams proposed for impact, current aerial imagery, and the stream eligibility GIS layer.
- ii. For each stream located in possibly eligible areas:
  - (1) A minimum of three high resolution color photographs taken of the proposed impact area, including one facing upstream, one facing downstream, and a close up which clearly depicts the substrate composition and size for each stream proposed for impact. Photographs must accurately depict the quality of the stream and may not include excessive cover due to seasonal conditions that substrates cannot be observed such as snow or ice. Photographs deemed to be insufficient of representing the stream will be required to be retaken once seasonal conditions are appropriate. Photographs shall be clearly labeled with the stream name, direction, and date;
  - (2) pH values for each stream proposed for impact taken within the proposed project area, where applicable;
  - (3) Complete QHEI or HHEI sheets prepared in accordance with the current manuals; and
  - (4) Statement of whether the streams proposed for impact within the project area are eligible for coverage under the 401 WQC for the Nationwide Permits or if an individual 401 WQC or a director's authorization is required.

### 401 WQC Stream Eligibility Flow Chart Using the QHEI



401 WQC Stream Eligibility Flow Chart Using the HHEI



## G. Definitions

**Best management practices (BMPs):** Policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

**Compensatory mitigation:** The restoration (re-establishment or rehabilitation), establishment (creation), enhancement, and/or in certain circumstances preservation of aquatic resources for the purposes of offsetting unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization has been achieved.

**Currently serviceable:** Useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

**Direct effects:** Effects that are caused by the activity and occur at the same time and place.

**Discharge:** The term “discharge” means any discharge of dredged or fill material into waters of the United States.

**Ecological reference:** A model used to plan and design an aquatic habitat and riparian area restoration, enhancement, or establishment activity under NWP 27. An ecological reference may be based on the structure, functions, and dynamics of an aquatic habitat type or a riparian area type that currently exists in the region where the proposed NWP 27 activity is located. Alternatively, an ecological reference may be based on a conceptual model for the aquatic habitat type or riparian area type to be restored, enhanced, or established as a result of the proposed NWP 27 activity. An ecological reference takes into account the range of variation of the aquatic habitat type or riparian area type in the region.

**Enhancement:** The manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s), but may also lead to a decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

**Establishment (creation):** The manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results in a gain in aquatic resource area.

**High Tide Line:** The line of intersection of the land with the water’s surface at the maximum height reached by a rising tide. The high tide line may be determined, in the absence of actual data, by a line of oil or scum along shore objects, a more or less continuous deposit of fine shell or debris on the foreshore or berm, other physical markings or characteristics, vegetation lines, tidal gages, or other suitable means that delineate the general height reached by a rising tide. The line encompasses spring high

tides and other high tides that occur with periodic frequency but does not include storm surges in which there is a departure from the normal or predicted reach of the tide due to the piling up of water against a coast by strong winds such as those accompanying a hurricane or other intense storm.

**Historic Property:** Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 CFR part 60).

**Independent utility:** A test to determine what constitutes a single and complete non-linear project in the Corps Regulatory Program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

**Indirect effects:** Effects that are caused by the activity and are later in time or farther removed in distance, but are still reasonably foreseeable.

**Loss of waters of the United States:** Waters of the United States that are permanently adversely affected by filling, flooding, excavation, or drainage because of the regulated activity. The loss of stream bed includes the acres of stream bed that are permanently adversely affected by filling or excavation because of the regulated activity. Permanent adverse effects include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody. The acreage of loss of waters of the United States is a threshold measurement of the impact to jurisdictional waters or wetlands for determining whether a project may qualify for an NWP; it is not a net threshold that is calculated after considering compensatory mitigation that may be used to offset losses of aquatic functions and services. Waters of the United States temporarily filled, flooded, excavated, or drained, but restored to pre-construction contours and elevations after construction, are not included in the measurement of loss of waters of the United States. Impacts resulting from activities that do not require Department of the Army authorization, such as activities eligible for exemptions under section 404(f) of the Clean Water Act, are not considered when calculating the loss of waters of the United States.

**Navigable waters:** Waters subject to section 10 of the Rivers and Harbors Act of 1899. These waters are defined at 33 CFR part 329.

**Non-tidal wetland:** A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. Nontidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

**Open water:** For purposes of the NWRPs, an open water is any area that in a year with normal patterns of precipitation has water flowing or standing above ground to the extent that an ordinary high water mark can be determined. Aquatic vegetation within the area of flowing or standing water is either non-emergent, sparse, or absent. Vegetated shallows are considered to be open waters. Examples of “open waters” include rivers, streams, lakes, and ponds.

**Ordinary High Water Mark:** The term ordinary high water mark means that line on the shore established by the fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas.

**Perennial stream:** A perennial stream has surface water flowing continuously year-round during a typical year.

**Practicable:** Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

**Pre-construction notification:** A request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by nationwide permit. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Preconstruction notification may be required by the terms and conditions of a nationwide permit, or by regional conditions. A pre-construction notification may be voluntarily submitted in cases where preconstruction notification is not required and the project proponent wants confirmation that the activity is authorized by nationwide permit.

**Preservation:** The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

**Re-establishment:** The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Reestablishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area and functions.

**Rehabilitation:** The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic

resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area.

**Restoration:** The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: Reestablishment and rehabilitation.

**Riffle and pool complex:** Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a coarse substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

**Riparian areas:** Riparian areas are lands next to streams, lakes, and estuarine-marine shorelines. Riparian areas are transitional between terrestrial and aquatic ecosystems, through which surface and subsurface hydrology connects riverine, lacustrine, estuarine, and marine waters with their adjacent wetlands, non-wetland waters, or uplands. Riparian areas provide a variety of ecological functions and services and help improve or maintain local water quality. (See general condition 23.)

**Shellfish seeding:** The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (i.e., spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

**Single and complete linear project:** A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term “single and complete project” is defined as that portion of the total linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

**Single and complete non-linear project:** For non-linear projects, the term “single and complete project” is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete non-linear project must have independent

utility (see definition of “independent utility”). Single and complete non-linear projects may not be “piecemealed” to avoid the limits in an NWP authorization.

**Stormwater management:** Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing downstream erosion, water quality degradation, and flooding and mitigating the adverse effects of changes in land use on the aquatic environment.

**Stormwater management facilities:** Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and best management practices, which retain water for a period of time to control runoff and/or improve the quality (i.e., by reducing the concentration of nutrients, sediments, hazardous substances and other pollutants) of stormwater runoff.

**Stream bed:** The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

**Stream channelization:** The manipulation of a stream’s course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized jurisdictional stream remains a water of the United States.

**Structure:** An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

**Tidal wetland:** A tidal wetland is a jurisdictional wetland that is inundated by tidal waters. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are located channelward of the high tide line.

**Tribal lands:** Any lands title to which is either: (1) Held in trust by the United States for the benefit of any Indian tribe or individual; or (2) held by any Indian tribe or individual subject to restrictions by the United States against alienation.

**Tribal rights:** Those rights legally accruing to a tribe or tribes by virtue of inherent sovereign authority, unextinguished aboriginal title, treaty, statute, judicial decisions, executive order or agreement, and that give rise to legally enforceable remedies.

**Vegetated shallows:** Vegetated shallows are special aquatic sites under the 404(b)(1) Guidelines. They are areas that are permanently inundated and under normal

circumstances have rooted aquatic vegetation, such as seagrasses in marine and estuarine systems and a variety of vascular rooted plants in freshwater systems.

**Waterbody:** For purposes of the NWP, a waterbody is a “water of the United States.” If a wetland is adjacent to a waterbody determined to be a water of the United States, that waterbody and any adjacent wetlands are considered together as a single aquatic unit (see 33 CFR 328.4(c)(2)).

# PREVAILING WAGE THRESHOLD LEVELS

## IMPORTANT NOTICE

Before advertising for bids, contracting, or undertaking construction with its own forces, to construct a public improvement, the Public Authority shall have the Ohio Department of Commerce-Division of Industrial Compliance, Bureau of Wage and Hour Administration determine the prevailing rates of wages for workers employed on the public improvement. The wage determination must be included in the project specifications and printed on the bidding blanks where work is done by contract.

<b>“New” construction threshold for Building Construction:</b>	<b>\$250,000</b>
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<b>“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” threshold level for Building Construction:</b>	<b>\$75,000</b>
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<b>As of January 1, 2026:</b>
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<b>“New” construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction threshold level has been adjusted to:</b>	<b>\$101,201</b>
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<b>“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction threshold level has been adjusted to:</b>	<b>\$30,320</b>
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- A) Thresholds are to be adjusted biennially by the Director of the Ohio Department of Commerce.
- B) Biennial adjustments to threshold levels are made according to the Building Cost for Skilled Labor Index published by McGraw-Hill’s Engineering News-Record, but may not increase or decrease more than 3% for any year.

If there are questions concerning this notification, please contact:  
Bureau of Wage and Hour Administration  
6606 Tussing Road, PO Box 4009  
Reynoldsburg, Ohio 43068-9009  
Phone: 614-644-2239  
Fax: 614-728-8639  
[www.com.ohio.gov](http://www.com.ohio.gov)



# Prevailing Wage Contractor Responsibilities



*This is a summary of prevailing wage contractors' responsibilities. For more detailed information please refer to [Chapter 4115 of the Ohio Revised Code](#)*

Collapse All Sections

## General Information



Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than \$250,000 for new construction or \$75,000 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting.

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than \$101,201 for new construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction or \$30,320 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting of a public improvement that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction.

a. Thresholds are to be adjusted biennially by the Administrator of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration

b. Biennial adjustments to threshold levels are made according to the Price Deflator for Construction Index, United States Department of Commerce, Bureau of the Census\*, but may not increase or decrease more than 3% for any year

## Penalties for violation



Violators are to be assessed the wages owed, plus a penalty of 100% of the wages owed.

## Intentional Violations



If an intentional violation is determined to have occurred, the contractor is prohibited from contracting directly or indirectly with any public authority for the construction of a public improvement. Intentional violation means "a willful, knowing, or deliberate disregard for any provision" of the prevailing wage law and includes but is not limited to the following actions:

- Intentional failure to submit payroll reports as required, or knowingly submitting false or erroneous reports.
- Intentional misclassification of employees for the purpose of reducing wages.
- Intentional misclassification of employees as independent contractors or as apprentices.
- Intentional failure to pay the prevailing wage.
- Intentional failure to comply with the allowable ratio of apprentices to skilled workers as required by the regulations established by Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration.

- Intentionally employing an officer, of a contractor or subcontractor, that is known to be prohibited from contracting, directly or indirectly, with a public authority.

## Responsibilities



A. Pay the prevailing rate of wages as shown in the wage rate schedules issued by the Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration, for the classification of work being performed.

1. Wage rate schedules include all modifications, corrections, escalations, or reductions to wage rates issued for the project.
2. Overtime must be paid at time and one-half the employee's base hourly rate. Fringe benefits are paid at straight time rate for all hours including overtime.
3. Prevailing wages must be paid in full without any deduction for food, lodging, transportation, use of tools, etc.; unless, the employee has voluntarily consented to these deductions in writing. The public authority and the Director of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration - must approve these deductions as fair and reasonable. Consent and approval must be obtained before starting the project.

B. Use of Apprentices and Helpers cannot exceed the ratios permitted in the wage rate schedules.

1. Apprentices must be registered with the U.S. Department of Labor Bureau of Apprenticeship and Training.
2. Contractors must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Agreement for each apprentice on the project.

C. Keep full and accurate payroll records available for inspection by any authorized representative of the Ohio Department of Commerce, Division of Industrial Compliance, and Labor, Bureau of Wage and Hour Administration or the contracting public authority, including the Prevailing Wage Coordinator. Records should include but are not limited to:

1. Time cards, time sheets, daily work records, etc.
2. Payroll ledger\journals and canceled checks\check register.
3. Fringe benefit records must include program, address, account number, & canceled checks.

4. Records made in connection with the public improvement must not be removed from the State for one year following the completion of the project.

5. Out-of-State Corporations must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.

D. Prevailing Wage Rate Schedule must be posted on the job site where it is accessible to all employees.

E. Prior to submitting the initial payroll report, supply the Prevailing Wage Coordinator with your project dates to schedule reporting of your payrolls.

F. Supply the Prevailing Wage Coordinator a list of all subcontractors including the name, address, and telephone number for each.

1. Contractors are responsible for their subcontractors' compliance with requirements of Chapter 4115 of the Ohio Revised Code.

G. Before employees start work on the project, supply them with written notification of their job classification, prevailing wage rate, fringe benefit amounts, and the name of the Prevailing Wage Coordinator for the project. A copy of the completed signed notification should be submitted to Prevailing Wage Coordinator.

H. Supply all subcontractors with the Prevailing Wage Rates and changes.

I. Submit certified payrolls within two (2) weeks after the initial pay period. Payrolls must include the following information:

1. Employees' names, addresses, and social security numbers.

a. Corporate officers/owners/partners and any salaried personnel who do physical work on the project are considered employees. All rate and reporting requirements are applicable to these individuals.

2. Employees' work classification.

a. Be specific about the laborers and/or operators (Group)

b. For all apprentices, show level/year and percent of journeyman's rate

3. Hours worked on the project for each employee.

a. The number of hours worked in each day and the total number of hours worked each week.

4. Hourly rate for each employee.

a. The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.

b. All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.

5. Where fringes are paid into a bona fide plan instead of cash, list each benefit and amount per hour paid to program for each employee.

a. When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all projects for the year are documented, the hourly amount is calculated by dividing the total contribution of the employer by the total number of hours worked by the employee.

b. When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by dividing the total yearly contribution by 2080.

6. Gross amount earned on all projects during the pay period.

7. Total deductions from employee's wages.

8. Net amount paid.

J. The reports shall be certified by the contractor, subcontractor, or duly appointed agent stating that the payroll is correct and complete; and that the wage rates shown are not less than those required by the [O.R.C. 4115](#).

K. Provide a Final Affidavit to the Prevailing Wage Coordinator upon the completion of the project.

## INSTRUCTIONS FOR PREPARING CERTIFIED PAYROLL REPORTS

### General:

Contractors and subcontractors are required by law to submit certified payroll reports for work on projects covered by Ohio's Prevailing Wage Law. This form meets the reporting requirements established by Ohio Revised Code Chapter 4115. The use of this form is not mandatory; employers may submit their own forms if all of the required information is included. This form may be reproduced, or additional copies obtained from:

Ohio Department of Commerce  
Division of Industrial Compliance  
Bureau of Wage and Hour Administration  
6606 Tussing Road, P.O. Box 4009  
Reynoldsburg, Ohio 43068-9009  
614-644-2239  
[www.com.ohio.gov](http://www.com.ohio.gov)

### Certified Payroll Heading:

Employer name and address: Company's full name and address...Indicate if the company is a subcontractor.

Subcontractor: Check and list the name of the General Contractor or Prime.

Project: Name and location of the project, including county.

Contracting Public Authority: Name and address of the contracting public authority... (Owner of the project).

Week Ending: Month, day, and year for last day of reporting period.

Payroll #: Indicates first, second, third, etc. payroll filed by the company for the project.

Page indicator: number of pages included in the report.

Project Number: Determined by the public authority...If there is no number leave blank.

### Payroll Information by column:

- Employee Name, Address and Social Security number: This information must be provided for all employees that perform physical labor on the project. The Social Security number is required; the last four digits may be permitted by the public authority. Corporate officers, partners, and salaried employees are considered employees and must be paid the prevailing rate. Individual sole proprietors do not have to pay themselves prevailing rate but must report their hours on the project.
- Work Class: List classification of work performed by employee. If unsure of work classification, consult the Ohio Department of Commerce-Division of Industrial Compliance & Labor-Bureau of Wage and Hour Administration. Employees working more than one classification should have separate line entries for each classification. Indicate what year/level for Apprentices. Be specific when using laborer and operator classifications; for example, Backhoe Operator or Asphalt Laborer or by "Group".
- Hours Worked, Day & Date: In the first row of column 3, enter days of the company's pay period for example; M T W TH F S S. The second row is for the date that corresponds with each day for the pay period. In the employee information section, enter the number of hours worked on the prevailing wage project and which day the hours were worked. Separate rows are labeled for (ST) straight time hours and (OT) overtime hours. All hours worked after 40, must be paid at the appropriate overtime rate.
- Project Total Hours: Total the hours entered for pay period.
- Base Rate: Enter actual rate per hour paid to the employee. The overtime hourly rate is time and one-half the base rate listed in the prevailing wage schedule plus fringe benefits at straight time rate. The prevailing wage schedule lists the base rate plus fringe benefit amounts. These amounts added together equal the total prevailing wage rate. Employers must pay this total amount in one of three ways.
  - Total rate may be paid in entirety in the base rate to the employee; in which case, the cash designation will be checked for fringe benefits.
  - Total rate may be paid as listed in prevailing wage rate schedule with total fringe amounts paid approved plans.
  - Total rate may be paid with a combination of base rate and fringe payments to approved plans in amounts other than those listed in schedule.
- Project Gross: Enter total gross wages earned on the project for straight time and overtime. Project hours "X" base rate should equal project gross.
- Fringes: If fringe benefits are paid in the hourly base rate, indicate this by marking the **Cash** space. If fringe benefits are paid to approved plans as listed in the prevailing wage rate schedule, mark the space **Approved Plans**. If fringe benefits are paid partially in the base rate and partially to approved plans, mark the space **Cash & Approved Plans**. List the hourly amount paid to approved plans for each fringe. If payments are not made on a per hour basis, **calculate the hourly fringe credit by dividing the yearly employer contribution by** the lesser of: hours actually worked in the year (these must be documented) or **2080**. Fringe benefits include: **Employer's share** of health insurance, life insurance, retirement plan, bonus/profit sharing, sick pay, holiday pay, personal leave, vacation, and education/training programs. If unsure of a possible fringe benefit, contact the Ohio Department of Commerce-Division of Industrial Compliance & Labor-Bureau of Wage and Hour Administration.
- Total Hours All Jobs: Total all hours worked during the pay period including non-prevailing wage jobs.
- Total Gross All Jobs: Gross amount earned in the pay period for all hours worked.
- Self-explanatory.
- Self-explanatory.

# Certified Payroll Report

**Report for:**  Check if Subcontractor<sup>1)</sup> Contract No: \_\_\_\_\_ Payroll No: \_\_\_\_\_  
 Company:<sup>1)</sup> \_\_\_\_\_ If Sub, GC/Prime Contractor Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ Project Name & Location: \_\_\_\_\_ Week Ending: \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_ Public Authority (Owner): \_\_\_\_\_  
 Phone No: \_\_\_\_\_ Sheet:<sup>2)</sup> \_\_\_\_\_ of \_\_\_\_\_

1. Employee Name, Address, & SS# (Last 4 digits if permitted)	2. Work Class <sup>3)</sup>	3. Prevailing Wage Project Hours Worked - Day & Date							4. Total Hours	5. Base Rate	6. Project Gross	Fringes: <input type="checkbox"/> Cash <input type="checkbox"/> Approved Plans <input type="checkbox"/> Cash & Approved Plans						Weekly Payroll Amount			
												Fringe Rate Your Company Pays Per Hour						8. Total Hrs for all Jobs	9. Total Gross on All Jobs	10. Total Deductions	11. Net Pay on All Jobs
		H&W	Pens	Vac	Hol	Other	Total														
	OT																				
	ST																				
	OT																				
	ST																				
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	ST																				

1 ) By signing below, I certify that: (1) I pay, or supervise the payment of the employees shown above; (2) during the pay period reported on this form, all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done; (3) the fringe benefits have been paid as indicated above; (4) no rebates or deductions have been or will be made, directly or indirectly from the total wages earned, other than permissible deductions as defined in ORC Chapter 4115; and (5) apprentices are registered with the U.S. Dept. of Labor, Bureau of Apprenticeship and Training. I understand that the willful falsification of any of the above statements may subject the Contractor or Subcontractor to civil or criminal prosecution.

Type or Print Name and Title \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_



Department of Commerce

Division of Industrial Compliance

Affidavit of Compliance

Prevailing Wages

I, \_\_\_\_\_ (Name of person signing affidavit) (Title)

do hereby certify that the wages paid to all employees of

\_\_\_\_\_ (Company Name)

for all hours worked on the

\_\_\_\_\_ (Project name and location)

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

compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code. I further certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages paid in connection with this project, other than those provided by law.

\_\_\_\_\_ (Signature of Officer or Agent)

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

\_\_\_\_\_ (Notary Public)

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

# Prevailing Wage Rate Skilled Crafts

**Name of Union:** Asbestos Local 207

**Type of Rate:** Commercial

**Change #:**  
LCN01-2025ib

**Craft:**  
Asbestos Worker

**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												
Asbestos Abatement	\$32.50		\$10.95	\$7.25	\$0.75	\$3.75	\$0.00	\$0.05	\$0.00	\$0.00	\$55.25	\$71.50
Apprentice	BHR	Percent										
Trainee	\$22.00	\$67.69	\$10.95	\$1.90	\$0.75	\$1.00	\$0.00	\$0.05	\$0.00	\$0.00	\$36.65	\$47.65

**(\*)Special Calculation Note :**

Other: Drug Testing

**Ratio :**

3 Journeymen to 1 Trainee

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Adams, Ashland, Ashtabula\*, Athens, Auglaize, Brown, Butler\*, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Cuyahoga, Darke, Delaware, Erie\*, Fairfield, Fayette, Franklin, Geauga, Greene, Guernsey, Hamilton, Hardin, Harrison, Highland, Hocking, Holmes, Huron, Knox, Lake, Licking, Logan, Lorain, Madison, Mahoning, Marion, Medina, Miami, Montgomery, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Portage, Preble, Richland, Ross, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Vinton, Warren\*, Wayne

**Special Jurisdictional Note :**

Ashtabula County: (post offices & townships of Ashtabula, Austinburg, Geneva, Harperfield, Jefferson, Plymouth & Saybrook) (townships of Andover, Cherry Valley, Colbrook, Canneaut, Denmark, Dorset, East Orwell, Hartsgrove, Kingville, Lenox, Monroe, Morgan, New Lyme, North Kingsville, Orwell, Pierpoint, Richmond Rock Creek, Rome, Sheffield, Trumbull, Wayne, Williamsfield & Windsor)

Butler County: (townships of Fairfield, Hanover, Liberty, Milford, Morgan, Oxford, Ripley, Ross, St. Clair, Union & Wayne) (Lemon & Madison)

Erie County: (post offices & townships of Berlin, Berlin Heights, Birmingham, Florence, Huron, Milan, Shinrock & Vermilion)

Warren County: (townships of: Deerfield, Hamilton, Harlan, Salem, Union & Washington) (Clear Creek, Franklin, Mossie, Turtle Creek & Wayne)

**Details :**

An Abatement Journeyman is anyone who has more than 600 hours in the Asbestos Abatement field.

Asbestos & lead paint abatement including, but not limited to the removal or encapsulation of asbestos & lead paint, all work in conjunction with the preparation of the removal of same & all work in conjunction with the clean up after said removal. The removal of all insulation materials, whether they contain asbestos or not, from mechanical systems (pipes, boilers, ducts, flues, breaching, etc.) is recognized as being the exclusive work of the Asbestos Abatement Workers.

On all mechanical systems (pipes, boilers, ducts, flues, breaching, etc.) that are going to be demolished, the removal of all insulating materials whether they contain asbestos or not shall be the exclusive work of the Laborers.

# Prevailing Wage Rate Skilled Crafts

**Name of Union:** Asbestos Local 50 Heat & Frost Insulators

**Type of Rate:** Commercial

**Change #:**  
LCN02-2025ib

**Craft:**  
Asbestos Worker

**Effective Date:**  
7/30/2025

**Effective Date:**  
7/30/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Asbestos Insulation Mechanic	\$40.56		\$9.55	\$9.60	\$0.55	\$0.00	\$4.75	\$0.00	\$0.00	\$0.00	\$65.01	\$85.29
Firestop Technician	\$40.56		\$9.55	\$9.60	\$0.55	\$0.00	\$4.75	\$0.00	\$0.00	\$0.00	\$65.01	\$85.29
Apprentice	BHR	Percent										
1st year	\$25.81	\$63.63	\$9.55	\$4.52	\$0.50	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$40.88	\$53.78
2nd year	\$30.11	\$74.23	\$9.55	\$4.52	\$0.50	\$0.00	\$0.85	\$0.00	\$0.00	\$0.00	\$45.53	\$60.59
3rd year	\$34.41	\$84.83	\$9.55	\$6.76	\$0.50	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$52.47	\$69.67
4th year	\$36.56	\$90.13	\$9.55	\$6.76	\$0.50	\$0.00	\$1.50	\$0.00	\$0.00	\$0.00	\$54.87	\$73.15

**(\*)Special Calculation Note :**

**Ratio :**

1 Journeymen to 1 Apprentice  
4 Journeymen to 1 Apprentice thereafter

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Athens, Auglaize, Butler\*, Champaign, Clark, Clinton, Crawford, Darke, Delaware, Fairfield, Fayette, Franklin, Greene, Guernsey, Hardin, Hocking, Knox, Licking, Logan, Madison, Marion, Miami, Montgomery, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Preble, Ross, Shelby, Union, Vinton, Warren\*

**Special Jurisdictional Note :**

Butler County: Townships of Lemon and Madison.  
Warren County: Township of Clear Creek, Franklin, Massie, Turtle Creek and Wayne

**Details :**

# 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 (Columbus Tile Finisher)

**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 Tile Marble Finisher	\$31.75		\$8.72	\$3.24	\$0.55	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$44.76	\$60.64
Terrazzo Finisher	\$32.00		\$8.72	\$3.24	\$0.55	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$45.01	\$61.01
Floor Grinder	\$32.25		\$8.72	\$3.24	\$0.55	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$45.26	\$61.39
Base Grinder	\$32.50		\$8.72	\$3.24	\$0.55	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$45.51	\$61.76
Apprentice	BHR	Percent										
1st Year	\$22.23	\$70.00	\$8.72	\$3.24	\$0.55	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$35.24	\$46.35
2nd Year	\$25.40	\$80.00	\$8.72	\$3.24	\$0.55	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$38.41	\$51.11
3rd Year	\$28.58	\$90.00	\$8.72	\$3.24	\$0.55	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$41.59	\$55.87
Apprentice Improver	\$15.88	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.88	\$23.81

**(\*)Special Calculation Note :**

**Ratio :**

1-2 Journeymen to 1 Apprentice 3-5 Journeymen to 2 Apprentice Crews larger than 5: 4 Journeymen to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Athens, Coshocton, Delaware, Fairfield, Fayette, Franklin, Guernsey, Hocking, Jackson, Knox, Licking, Madison, Meigs, Morgan, Muskingum, Noble, Perry, Pickaway, Pike, Ross, Union, Vinton, Washington

**Special Jurisdictional Note :**

**Details :**

# Prevailing Wage Rate Skilled Crafts

**Name of Union:** Bricklayer Local 23 (Columbus Tile Setter)

**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 Tile Setter	\$33.89		\$9.47	\$7.40	\$0.68	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$52.69	\$69.64
Marble Mason	\$33.89		\$9.47	\$7.40	\$0.68	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$52.69	\$69.64
Terrazzo Worker	\$34.14		\$9.47	\$7.40	\$0.68	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$52.94	\$70.01
Terrazzo Worker, Installation	\$34.14		\$9.47	\$7.40	\$0.68	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$52.94	\$70.01
Apprentice	BHR	Percent										
1st Year	\$23.72	\$70.00	\$9.47	\$7.40	\$0.68	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$42.52	\$54.38
2nd Year	\$27.11	\$80.00	\$9.47	\$7.40	\$0.68	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$45.91	\$59.47
3rd Year	\$30.50	\$90.00	\$9.47	\$7.40	\$0.68	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$49.30	\$64.55
4th Year	\$32.20	\$95.00	\$9.47	\$7.40	\$0.68	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$51.00	\$67.09

**(\*)Special Calculation Note :**

**Ratio :**

1 - 3 Journeyman to 1 Apprentice 4 - 8 Journeyman to 2 Apprentice 9 - 13 Journeyman to 3 Apprentice 14 - 18 Journeyman to 4 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Athens, Coshocton, Delaware, Fairfield, Fayette, Franklin, Guernsey, Hocking, Jackson, Knox, Licking, Madison, Meigs, Morgan, Muskingum, Noble, Perry, Pickaway, Pike, Ross, Union, Vinton, Washington

**Special Jurisdictional Note :**

Noble County: (Townships of Beaver, Buffalo, Seneca & Wayne)

**Details :**

# Prevailing Wage Rate Skilled Crafts

**Name of Union:** Bricklayer Local 23 (Columbus)

**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	\$37.35		\$10.48	\$9.04	\$0.74	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$58.86	\$77.54
Lay Out Man	\$37.85		\$10.48	\$9.04	\$0.74	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$59.36	\$78.29
Saw Man	\$37.85		\$10.48	\$9.04	\$0.74	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$59.36	\$78.29
Stone & Cement Mason	\$37.35		\$10.48	\$9.04	\$0.74	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$58.86	\$77.54
Pointer Caulker Cleaner Block Stone	\$37.35		\$10.48	\$9.04	\$0.74	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$58.86	\$77.54
Plaster	\$37.35		\$10.48	\$9.04	\$0.74	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$58.86	\$77.54
Swing Stage (Ground Floors thru 23 Floors)	\$38.35		\$10.48	\$9.04	\$0.74	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$59.86	\$79.04
Swing Stage (24th Floors and Above)	\$39.35		\$10.48	\$9.04	\$0.74	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$60.86	\$80.54
Apprentice	BHR	Percent										
1st Year	\$26.15	\$70.00	\$10.48	\$9.04	\$0.74	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$47.66	\$60.73
2nd Year	\$29.88	\$80.00	\$10.48	\$9.04	\$0.74	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$51.39	\$66.33
3rd Year	\$33.62	\$90.00	\$10.48	\$9.04	\$0.74	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$55.13	\$71.93
4th Year	\$35.48	\$95.00	\$10.48	\$9.04	\$0.74	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$56.99	\$74.73
MASON TRAINEES	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1-90 Days	\$18.68	\$50.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.68	\$28.02
90-365 Days	\$18.68	\$50.02	\$10.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29.16	\$38.50
2nd Year	\$20.54	\$55.00	\$10.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.02	\$41.29

**(\*)Special Calculation Note :**

No special calculations for this skilled craft wage rate are required at this time.

**Ratio :**

REQUIRED RATIO 1-2 Journeyman to 1 Apprentice 3- 6 Journeyman to 2 Apprentice 7-10 Journeyman to 3 Apprentice 1-15 Journeyman to 4 Apprentice MASON TRAINEE REQUIRED RATIO 1 Apprentice permits 1 Mason Trainee 2 Apprentice permits 1 Mason Trainee 3 Apprentice permits 2 Mason Trainee 4 Apprentice permits 2 Mason Trainee

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Delaware, Franklin, Madison, Pickaway, Union

**Special Jurisdictional Note :**

**Details :**

MASON TRAINEE: 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 TRAINEE may work on job site only when a registered apprentice is on job and the ratios in above table will be strictly enforced. Above Journeyman Rate: Brick Power Saw Pay \$.50 Designated layout person \$.50 Swingstage Work \$1.00 at start, and additional \$2.00 at 24th floor

# 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:** Carpenter & Pile Driver Local 200

**Type of Rate:** Commercial

**Change #:**  
LCN01-2025ib

**Craft:**  
Carpenter

**Effective Date:**  
5/7/2025

**Effective Date:**  
5/7/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Carpenter	\$35.94		\$8.85	\$10.78	\$0.70	\$0.00	\$3.26	\$0.16	\$0.00	\$0.00	\$59.69	\$77.66
Pile Driver	\$35.69		\$8.85	\$10.78	\$0.70	\$0.00	\$3.26	\$0.16	\$0.00	\$0.00	\$59.44	\$77.29
Apprentice	BHR	Percent										
1st 6 months	\$25.16	\$70.00	\$8.85	\$2.00	\$0.70	\$0.00	\$3.26	\$0.16	\$0.00	\$0.00	\$40.13	\$52.71
2nd 6 months	\$25.16	\$70.00	\$8.85	\$2.00	\$0.70	\$0.00	\$3.26	\$0.16	\$0.00	\$0.00	\$40.13	\$52.71
3rd 6 months	\$28.75	\$80.00	\$8.85	\$8.62	\$0.70	\$0.00	\$3.26	\$0.16	\$0.00	\$0.00	\$50.34	\$64.72
4th 6 months	\$28.75	\$80.00	\$8.85	\$8.62	\$0.70	\$0.00	\$3.26	\$0.16	\$0.00	\$0.00	\$50.34	\$64.72
5th 6 months	\$32.35	\$90.00	\$8.85	\$9.70	\$0.70	\$0.00	\$3.26	\$0.16	\$0.00	\$0.00	\$55.02	\$71.19
6th 6 months	\$32.35	\$90.00	\$8.85	\$9.70	\$0.70	\$0.00	\$3.26	\$0.16	\$0.00	\$0.00	\$55.02	\$71.19
7th 6 months	\$34.14	\$95.00	\$8.85	\$10.24	\$0.70	\$0.00	\$3.26	\$0.16	\$0.00	\$0.00	\$57.35	\$74.42
8th 6 months	\$34.14	\$95.00	\$8.85	\$10.24	\$0.70	\$0.00	\$3.26	\$0.16	\$0.00	\$0.00	\$57.35	\$74.42

**(\*)Special Calculation Note :**

Other is UBC National Fund.

**Ratio :**

1 Journeyman to 1 Apprentice Thereafter 2 Journeyman to 1 Apprentice The first carpenter on the job shall be a journeyman. The second carpenter employed may be an apprentice carpenter. After one (1) journeyman and one (1) apprentice are employed, each employer shall employ a ratio of one (1) apprentice, when available, to two (2) journeyman.

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Delaware, Fairfield, Franklin, Guernsey, Licking, Madison, Marion, Muskingum, Morgan, Noble, Perry, Pickaway, Union

**Special Jurisdictional Note :**

## Details :

CARPENTERS duties shall include but not limited to the milling, fashioning, joining, assembling, erecting, fastening, or dismantling of scaffolding and of material of wood, plastic, metal, fiber, cork and composition, and all other substitute materials. The handling, cleaning, erecting, installing and dismantling of machinery, equipment and all materials used by carpenters. The building and setting of all concrete forms and decking, and dismantling the same; the setting of templates for anchor bolts for structural members and for machinery, and the placing, leveling and bracing of these bolts; the making of all forms for bulkheads, figures, post, balusters and ornaments. The erection and installation of cooling towers assembled onsite. The building of all barricades and handling of rough lumber and drywall. The installation of all required blocking and all toilet accessories, including but not limited to grab bars, napkin dispensers and receptacles, mirrors and soap dispensers. The installation of metal studs and the welding of studs and other fastenings to receive material being applied by carpenters. The installation of all material used in drywall construction such as plasterboard, transite and other composition boards. The installation of carpet, artificial turf, wood and Resilient floors shall consist of and include the laying of all special designs of wood, wood block, wood composition, cork, linoleum, asphalt, mastic, plastic and rubber tile, whether nailed or laid in, or with linoleum paste or glue compositions. The installation of garage and overhead doors. The installation of fixtures, cabinets, shelving, racks, louvers, etc. The assembling and setting of all seats in theaters, halls, churches, schools, auditoriums, grandstands and other buildings. Our claim of jurisdiction, therefore, extends over the following subdivisions of the trade. Carpenters and Joiners; Bridge, Dock and Wharf Carpenters, Divers, Underpinners, Timbermen and Core Drillers; Shipwrights, Boat Builders, Ship Carpenters, Joiners and Caulkers, Cabinet Makers, Bench Hands, Stair Builders; Millmen; Wood and Resilient Floor Layers and Finishers; Carpet Layers; Shinglers; Siders; Insulators; Acoustic and Drywall Applicators; Shorers and House Movers; Loggers; Lumber and Sawmill Workers; Furniture Workers; Reed and Rattan Workers; Shingle Weavers; Casket and Coffin Makers; Box Makers; Railroad Carpenters; and Car Builders, regardless of material used; and all those engaged in the operation of woodworking or other machinery required in the fashioning, milling or manufacturing of products used in the trade, or engaged as helpers to any of the above divisions or subdivisions, and the handling, erecting and installing of material on any of the above divisions or subdivisions; burning welding, rigging and the use of any instrument or tool for layout work incidental to the trade. When the term "Carpenter" and "Joiner" is used, it shall mean all the subdivisions of the trade. PILEDRIIVER: Where piling is used in the construction and repair of all wharves, docks, piers, trestles, caissons, cofferdams, the erection of all sea walls and breakwaters. The placing of all walling, bumper guards of wood or metal. The framing, boring, drilling or burning of all holes in the same, all tie and hog rods in connection with Piledrivers work. The driving, bracing, plumbing, cutting-off and capping of all piling whether wood, steel sheeting, metal pipe piling, composite or concrete. The heading and splicing of wood piling and the making of woodsheet piling, The welding, cutting or burning of any metal and wood piling and shoring and underpinning in connection with Piledriver work. The loading and unloading of all piling and other material used in connection with Piledrivers work. The loading, unloading, erecting, framing, dismantling, moving and handling of all drivers, derrick, cranes and other piledriving equipment used in the work. Drilling in piling or drilled in caissons where a steel liner is used. All machinery used for handling spuds or anchors on floating equipment used in our work shall be operated by our members. Where swing lines or derricks are used, members shall be used as watchmen. All underwater and marine work on all 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. All clamming work that is done by floating derricks.

# Prevailing Wage Rate Skilled Crafts

**Name of Union:** Carpenter & Piledriver SC District HevHwy

**Type of Rate:** Commercial

**Change #:**  
LCR01-2025ib

**Craft:**  
Carpenter

**Effective Date:**  
7/9/2025

**Effective Date:**  
7/9/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Journeyman	\$35.69		\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$59.09	\$76.94
Apprentice	BHR	Percent										
1st 6 months	\$24.98	\$70.00	\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$48.38	\$60.87
2nd 6 months	\$24.98	\$70.00	\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$48.38	\$60.87
3rd 6 months	\$28.55	\$80.00	\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$51.95	\$66.23
4th 6 months	\$28.55	\$80.00	\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$51.95	\$66.23
5th 6 months	\$32.12	\$90.00	\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$55.52	\$71.58
6th 6 months	\$32.12	\$90.00	\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$55.52	\$71.58
7th 6 months	\$33.91	\$95.00	\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$57.31	\$74.26
8th 6 months	\$33.91	\$95.00	\$8.85	\$10.78	\$0.70	\$0.00	\$2.91	\$0.16	\$0.00	\$0.00	\$57.31	\$74.26

**(\*)Special Calculation Note :**

Other: UBC National Fund

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.

**Ratio :**

1 Journeymen to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Adams, Athens, Delaware, Fairfield, Fayette, Franklin, Gallia, Guernsey, Highland, Hocking, Jackson, Lawrence, Licking, Madison, Marion, Meigs, Morgan, Muskingum, Noble, Perry, Pickaway, Pike, Ross, Scioto, Union, Vinton, Washington

**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, gas lines

Industrial & Building site, Power Plant, Amusement Park, Athletic stadium site, Sewer and Water Plants.

# Prevailing Wage Rate Skilled Crafts

**Name of Union:** Carpenter Millwright Local 1090 Columbus

**Type of Rate:** Commercial

**Change #:**  
LCN01-2025ib

**Craft:**  
Carpenter

**Effective Date:**  
5/13/2025

**Effective Date:**  
5/13/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Carpenter Millwright	\$35.59		\$8.85	\$10.99	\$0.70	\$0.00	\$7.20	\$0.16	\$0.00	\$0.00	\$63.49	\$81.29
Apprentice	BHR	Percent										
1st 6 months	\$24.91	\$70.00	\$8.85	\$10.99	\$0.70	\$0.00	\$7.20	\$0.16	\$0.00	\$0.00	\$52.81	\$65.27
2nd 6 months	\$24.91	\$70.00	\$8.85	\$10.99	\$0.70	\$0.00	\$7.20	\$0.16	\$0.00	\$0.00	\$52.81	\$65.27
3rd 6 months	\$28.47	\$80.00	\$8.85	\$10.99	\$0.70	\$0.00	\$7.20	\$0.16	\$0.00	\$0.00	\$56.37	\$70.61
4th 6 months	\$28.47	\$80.00	\$8.85	\$10.99	\$0.70	\$0.00	\$7.20	\$0.16	\$0.00	\$0.00	\$56.37	\$70.61
5th 6 months	\$32.03	\$90.00	\$8.85	\$10.99	\$0.70	\$0.00	\$7.20	\$0.16	\$0.00	\$0.00	\$59.93	\$75.95
6th 6 months	\$32.03	\$90.00	\$8.85	\$10.99	\$0.70	\$0.00	\$7.20	\$0.16	\$0.00	\$0.00	\$59.93	\$75.95
7th 6 months	\$33.81	\$95.00	\$8.85	\$10.99	\$0.70	\$0.00	\$7.20	\$0.16	\$0.00	\$0.00	\$61.71	\$78.62
8th 6 months	\$33.81	\$95.00	\$8.85	\$10.99	\$0.70	\$0.00	\$7.20	\$0.16	\$0.00	\$0.00	\$61.71	\$78.62

**(\*)Special Calculation Note :**

Other is for UBC National Fund.

**Ratio :**

3 Journeymen to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Delaware, Fairfield, Franklin, Guernsey, Licking, Madison, Marion, Morgan, Muskingum, Noble, Perry, Pickaway, Union

**Special Jurisdictional Note :**

**Details :**

The term "Millwright and Machine Erectors" jurisdiction shall mean the unloading, hoisting, rigging, skidding, moving, dismantling, aligning, erecting, assembling, repairing, maintenance and adjusting of all structures, processing areas either under cover, underground or elsewhere, required to process material, handle, manufacture or service, be it powered or receiving power manually, by steam, gas, electricity, gasoline, diesel, nuclear, solar, water, air or chemically, and in industries such as and including, which are identified for the purpose of description, but not limited to, the following: woodworking plants; canning industries; steel mills; coffee roasting plants; paper and pulp; cellophane; stone crushing; gravel and sand washing and handling; refineries; grain storage and handling; asphalt plants; sewage disposal; water plants; laundries; bakeries; mixing plants; can, bottle and bag packing plants; textile mills; paint mills; breweries; milk processing plants; power plants; aluminum processing or manufacturing plants; and amusement and entertainment fields. The installation of mechanical equipment in atomic energy plants; installation of reactors in power plants; installation of control rods and equipment in reactors; and installation of mechanical equipment in rocket missile bases, launchers, launching gantry, floating bases, hydraulic escape doors and any and all component parts thereto, either assembled, semi-assembled or disassembled. The installation of, but not limited to, the following: setting-up of all engines, motors, generators, air compressors, fans, pumps, scales, hoppers, conveyors of all types, sizes and their supports; escalators; man lifts; moving sidewalks; hosts; dumb waiters; all types of feeding machinery; amusement devices; mechanical pin setters and spotters in bowling alleys; refrigeration equipment; and the installation of all types of equipment necessary and required to process material either in the manufacturing or servicing. The handling and installation of pulleys, gears, sheaves, fly wheels, air and vacuum drives, worm drives and gear drivers directly or indirectly coupled to motors, belts, chains, screws, legs, boots, guards, booth tanks, all bin valves, turn heads and indicators, shafting, bearings, cable sprockets cutting all key seats in new and old work, troughs, chippers, filters, calendars, rolls, winders, rewinders, slitters, cutters, wrapping machines, blowers, forging machines, rams, hydraulic or otherwise, planning, extruder, ball, dust collectors, equipment in meat packing plants, splicing or ropes and cables. The laying-out, fabrication and installation of protection equipment including machinery guards, making and setting of templates for machinery, fabrication of bolts, nuts, pans, dripping of holes for any equipment which the Millwrights install regardless of materials; all welding and burning regardless of type, fabrication of all lines, hose or tubing used in lubricating machinery installed by Millwrights; grinding, cleaning, servicing and any machine work necessary for any part of any equipment installed by the Millwrights; and the break-in and trail run of any equipment or machinery installed by the Millwrights. It is agreed the Millwrights shall use the layout tools and optic equipment necessary to perform their work.

# Prevailing Wage Rate Skilled Crafts

**Name of Union:** Cement Mason Local 132 (Columbus)

**Type of Rate:** Commercial

**Change #:**  
LCN01-2025ib

**Craft:**  
Cement Mason

**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												
Cement Mason	\$35.12		\$8.90	\$4.65	\$0.75	\$0.00	\$3.10	\$0.06	\$0.00	\$0.00	\$52.58	\$70.14
Apprentice	BHR	Percent										
1st Year	\$24.58	\$70.00	\$8.90	\$4.65	\$0.75	\$0.00	\$3.10	\$0.06	\$0.00	\$0.00	\$42.04	\$54.34
2nd Year	\$28.10	\$80.00	\$8.90	\$4.65	\$0.75	\$0.00	\$3.10	\$0.06	\$0.00	\$0.00	\$45.56	\$59.60
3rd Year	\$31.61	\$90.00	\$8.90	\$4.65	\$0.75	\$0.00	\$3.10	\$0.06	\$0.00	\$0.00	\$49.07	\$64.87

**(\*)Special Calculation Note :**

Other: International Training Fund

**Ratio :**

3 Journeymen to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Ashland, Coshocton, Crawford, Delaware, Fairfield, Fayette, Franklin, Guernsey, Hocking, Knox, Licking, Madison, Marion, Morrow, Muskingum, Perry, Pickaway, Richland, Ross, Union, Vinton, Wyandot

**Special Jurisdictional Note :**

**Details :**

Working on swing stage, slip scaffold, window jack scaffold, scissor lifts, and aerial lifts shall receive the following rates: \$.50 above the regular rate for heights up to fifty (50) feet above grade level \$1.00 above the regular rate for heights over fifty (50) feet above grade level

# Prevailing Wage Rate Skilled Crafts

**Name of Union:** Cement Mason Local 132 Hev Hwy (Columbus)

**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	\$37.29		\$9.00	\$7.65	\$0.75	\$0.00	\$2.40	\$0.07	\$0.00	\$0.00	\$57.16	\$75.81
Apprentice	BHR	Percent										
1st Year	\$26.10	\$70.00	\$9.00	\$7.65	\$0.75	\$0.00	\$2.40	\$0.07	\$0.00	\$0.00	\$45.97	\$59.02
2nd Year	\$29.83	\$80.00	\$9.00	\$7.65	\$0.75	\$0.00	\$2.40	\$0.07	\$0.00	\$0.00	\$49.70	\$64.62
3rd Year	\$33.56	\$90.00	\$9.00	\$7.65	\$0.75	\$0.00	\$2.40	\$0.07	\$0.00	\$0.00	\$53.43	\$70.21

**(\*)Special Calculation Note :**

Other: International Training Fund

**Ratio :**

1 Journeyman to 1 Apprentice    2 Journeymen to 1 Apprentice thereafter

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Ashland, Athens, Coshocton, Crawford, Delaware, Fairfield, Fayette, Franklin, Guernsey, Hocking, Knox, Licking, Madison, Marion, Meigs, Monroe, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Richland, Ross, Union, Vinton, Washington, Wyandot

**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 683 Inside

**Type of Rate:** Commercial

**Change #:**  
LCN02-2025ib

**Craft:**  
Electrical

**Effective Date:**  
8/13/2025

**Effective Date:**  
8/13/2025

Classification	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Electrician	\$43.00		\$12.15	\$8.81	\$1.16	\$0.00	\$4.25	\$0.00	\$0.00	\$0.00	\$69.37	\$90.87
Welding	\$44.00		\$12.15	\$8.84	\$1.16	\$0.00	\$4.25	\$0.00	\$0.00	\$0.00	\$70.40	\$92.40
Medium Voltage Splicing	\$44.00		\$12.15	\$8.84	\$1.16	\$0.00	\$4.25	\$0.00	\$0.00	\$0.00	\$70.40	\$92.40
Over 100 feet	\$64.50		\$12.15	\$9.46	\$1.16	\$0.00	\$4.25	\$0.00	\$0.00	\$0.00	\$91.52	\$123.7
Level 1 CW 0 to 2000 hours	\$15.29		\$6.83	\$0.46	\$0.92	\$0.00	\$0.46	\$0.10	\$0.00	\$0.00	\$24.06	\$31.71
Level 2 CW 2001 to 4000 hours	\$16.25		\$6.83	\$0.49	\$0.92	\$0.00	\$0.49	\$0.10	\$0.00	\$0.00	\$25.08	\$33.21
Level 3 CW 4001 to 6000 hours	\$17.20		\$6.83	\$0.52	\$0.92	\$0.00	\$0.52	\$0.10	\$0.00	\$0.00	\$26.09	\$34.69
Level 4 CW 6001 to 8000 hours	\$19.12		\$6.83	\$0.57	\$0.92	\$0.00	\$0.57	\$0.10	\$0.00	\$0.00	\$28.11	\$37.67
Level 1 CE 8001 to 10000 hours	\$21.03		\$6.83	\$0.63	\$0.92	\$0.00	\$0.63	\$0.10	\$0.00	\$0.00	\$30.14	\$40.66
Level 2 CE 10,001 to 12,000 hours	\$22.94		\$6.83	\$0.69	\$0.92	\$0.00	\$0.69	\$0.10	\$0.00	\$0.00	\$32.17	\$43.64
Level 3 CE 12,001 to 14,000 hours	\$28.67		\$6.83	\$0.86	\$0.92	\$0.00	\$0.86	\$0.10	\$0.00	\$0.00	\$38.24	\$52.58
Apprentice	BHR	Percent										
0-1000 hrs 1st Period	\$21.50	\$50.00	\$12.15	\$4.41	\$1.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.22	\$49.97
1001-2000 hrs 2nd Period	\$23.65	\$55.00	\$12.15	\$4.85	\$1.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.81	\$53.63
2001-3500 hrs 3rd Period	\$25.80	\$60.00	\$12.15	\$5.28	\$1.16	\$0.00	\$2.55	\$0.00	\$0.00	\$0.00	\$46.94	\$59.84
3501-5000 hrs 4th Period	\$27.95	\$65.00	\$12.15	\$5.73	\$1.16	\$0.00	\$2.76	\$0.00	\$0.00	\$0.00	\$49.75	\$63.73
5001-6500 hrs 5th Period	\$30.10	\$70.00	\$12.15	\$6.16	\$1.16	\$0.00	\$2.98	\$0.00	\$0.00	\$0.00	\$52.55	\$67.60

6501-8000 hrs 6th Period	\$34.40	\$80.00	\$12.15	\$7.05	\$1.16	\$0.00	\$3.40	\$0.00	\$0.00	\$0.00	\$58.16	\$75.36
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**(\*)Special Calculation Note :**

Other for CW/CE: Education Fund

**Ratio :**

1 to 3 Journeymen to 2 Apprentices  
4 to 6 Journeymen to 4 Apprentices

Construction Wireman and Construction Electrician Ratio:

1 Journeymen to 4 (CW/CE) Employees

An Inside Journeyman Wireman is required on the project at the 5th worker or when apprentices are used.

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Champaign, Clark, Delaware, Fairfield, Franklin, Madison, Pickaway\*, Union

**Special Jurisdictional Note :**

In Pickaway County the following townships: Circleville, Darby, Harrison, Jackson, Madison, Monroe, Muhlenberg, Scioto, Walnut, Washington.

**Details :**

# Prevailing Wage Rate Skilled Crafts

**Name of Union:** Electrical Local 683 Inside Lt Commercial South West

**Type of Rate:** Commercial

**Change #:**  
LCN02-2025ib

**Craft:**  
Electrical

**Effective Date:**  
8/13/2025

**Effective Date:**  
8/13/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrician	\$43.00		\$12.15	\$8.81	\$1.16	\$0.00	\$4.25	\$0.00	\$0.00	\$0.00	\$69.37	\$90.87
Welding	\$44.00		\$12.15	\$8.84	\$1.16	\$0.00	\$4.25	\$0.00	\$0.00	\$0.00	\$70.40	\$92.40
Medium Voltage Splicing	\$44.00		\$12.15	\$8.84	\$1.16	\$0.00	\$4.25	\$0.00	\$0.00	\$0.00	\$70.40	\$92.40
Over 100 feet	\$64.50		\$12.15	\$9.46	\$1.16	\$0.00	\$4.25	\$0.00	\$0.00	\$0.00	\$91.52	\$123.7
Level 1 CW 0 to 2000 hours	\$15.29		\$6.83	\$0.46	\$0.92	\$0.00	\$0.46	\$0.10	\$0.00	\$0.00	\$24.06	\$31.71
Level 2 CW 2001 to 4000 hours	\$16.25		\$6.83	\$0.49	\$0.92	\$0.00	\$0.49	\$0.10	\$0.00	\$0.00	\$25.08	\$33.21
Level 3 CW 4001 to 6000 hours	\$17.20		\$6.83	\$0.52	\$0.92	\$0.00	\$0.52	\$0.10	\$0.00	\$0.00	\$26.09	\$34.69
Level 4 CW 6001 to 8000 hours	\$19.12		\$6.83	\$0.57	\$0.92	\$0.00	\$0.57	\$0.10	\$0.00	\$0.00	\$28.11	\$37.67
Level 1 CE 8001 to 10000 hours	\$21.03		\$6.83	\$0.63	\$0.92	\$0.00	\$0.63	\$0.10	\$0.00	\$0.00	\$30.14	\$40.66
Level 2 CE 10,001 to 12,000 hours	\$22.94		\$6.83	\$0.69	\$0.92	\$0.00	\$0.69	\$0.10	\$0.00	\$0.00	\$32.17	\$43.64
Level 3 CE 12,001 to 14,000 hours	\$28.67		\$6.83	\$0.86	\$0.92	\$0.00	\$0.86	\$0.10	\$0.00	\$0.00	\$38.24	\$52.58
Apprentice	BHR	Percent										
0-1000 hrs 1st Period	\$21.50	\$50.00	\$12.15	\$4.41	\$1.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.22	\$49.97
1001-2000 hrs 2nd Period	\$23.65	\$55.00	\$12.15	\$4.85	\$1.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.81	\$53.63
2001-3500 hrs 3rd Period	\$25.80	\$60.00	\$12.15	\$5.28	\$1.16	\$0.00	\$2.55	\$0.00	\$0.00	\$0.00	\$46.94	\$59.84
3501-5000 hrs 4th Period	\$27.95	\$65.00	\$12.15	\$5.73	\$1.16	\$0.00	\$2.76	\$0.00	\$0.00	\$0.00	\$49.75	\$63.73
5001-6500 hrs 5th Period	\$30.10	\$70.00	\$12.15	\$6.16	\$1.16	\$0.00	\$2.98	\$0.00	\$0.00	\$0.00	\$52.55	\$67.60

6501-8000 hrs 6th Period	\$34.40	\$80.00	\$12.15	\$7.05	\$1.16	\$0.00	\$3.40	\$0.00	\$0.00	\$0.00	\$58.16	\$75.36
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**(\*)Special Calculation Note :**

Other for CW/CE: Education Fund

**Ratio :**

1 to 3 Journeymen to 2 Apprentices  
4 to 6 Journeymen to 4 Apprentices

Construction Wireman and Construction Electrician Ratio:

1 Journeymen to 4 (CW/CE) Employees

An Inside Journeyman Wireman is required on the project at the 5th worker or when apprentices are used.

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Champaign, Clark, Delaware, Fairfield, Franklin, Madison, Pickaway\*, Union

**Special Jurisdictional Note :**

In Pickaway County the following townships: Circleville, Darby, Harrison, Jackson, Madison, Monroe, Muhlenberg, Scioto, Walnut, Washington.

**Details :**

The scope of work for the light commercial agreement shall apply to the following facilities not to exceed 200,000 square feet; office buildings, shopping centers, auto sales agencies and garages, churches, funeral homes, nursing homes, hotels, retail and wholesale facilities, small stand-alone manufacturing facilities when free standing and not part of a larger facility (not to exceed 50,000 square fee), solar projects (500 panels or less) unless otherwise covered under the agreement, lighting retrofits (when not associated with remodels involving branch re-circuiting) lighting retrofits shall be defined as the changing of lamps and ballasts in existing light fixtures and shall also include the one for one replacement of existing fixtures, warehouses, gas stations, food service centers, restaurants, entertainment facilities, hospitals, clinics, motels, residential buildings.

# Prevailing Wage Rate Skilled Crafts

**Name of Union:** Electrical Local 683 Voice Data Video

**Type of Rate:** Commercial

**Change #:**  
LCN01-2025ib

**Craft:**  
Electrical

**Effective Date:**  
8/13/2025

**Effective Date:**  
8/13/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrical Installer Technician B	\$32.00		\$10.62	\$4.46	\$0.80	\$0.00	\$3.00	\$0.74	\$0.00	\$0.00	\$51.62	\$67.62
Installer Technician A	\$33.50		\$10.62	\$4.51	\$0.80	\$0.00	\$3.00	\$0.77	\$0.00	\$0.00	\$53.20	\$69.95
Cable Puller	\$16.00		\$10.62	\$0.48	\$0.80	\$0.00	\$3.00	\$0.37	\$0.00	\$0.00	\$31.27	\$39.27
Apprentice	BHR	Percent										
1st Period 0 - 1000 hours	\$19.20	\$60.00	\$10.62	\$4.08	\$0.80	\$0.00	\$3.00	\$0.44	\$0.00	\$0.00	\$38.14	\$47.74
2nd Period 1001 - 2000 hours	\$20.80	\$65.00	\$10.62	\$4.12	\$0.80	\$0.00	\$3.00	\$0.48	\$0.00	\$0.00	\$39.82	\$50.22
3rd Period 2001 - 3000 hours	\$22.40	\$70.00	\$10.62	\$4.17	\$0.80	\$0.00	\$3.00	\$0.52	\$0.00	\$0.00	\$41.51	\$52.71
4th Period 3001 - 4000 hours	\$24.00	\$75.00	\$10.62	\$4.22	\$0.80	\$0.00	\$3.00	\$0.55	\$0.00	\$0.00	\$43.19	\$55.19
5th Period 4001 - 5000 hours	\$25.60	\$80.00	\$10.62	\$4.27	\$0.80	\$0.00	\$3.00	\$0.59	\$0.00	\$0.00	\$44.88	\$57.68
6th Period 5001 - 6000 hours	\$27.20	\$85.00	\$10.62	\$4.32	\$0.80	\$0.00	\$3.00	\$0.63	\$0.00	\$0.00	\$46.57	\$60.17

**(\*)Special Calculation Note :**

Other is Holiday Pay

**Ratio :**

1 Apprentice for every 1 Installer Technician  
Cable Pullers can only be employed after an apprentice is employed on the job

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Champaign, Clark, Delaware, Fairfield, Franklin, Madison, Pickaway\*, Union

**Special Jurisdictional Note :**

In Pickaway County the following townships: Circleville, Darby, Harrison, Jackson, Madison, Monroe, Muhlenberg, Scioto, Walnut, Washington.

**Details :**

TECHNICIAN (A) is a Technician B who holds a current Technician Certification from BICSI (Building Industry Consulting Service International, Inc.)

CABLE PULLERS are for the installation of cable from one termination point to another.

The work covered shall include the installation, testing, service, and maintenance of all VDV systems which utilize the transmission, and/or transference of voice, sound, vision, or digital for commercial, education, security, and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multimedia, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, and low-voltage master clock systems.

This Agreement specially includes the following work:

#### SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS

1. Background/foreground music
2. Intercom and telephone interconnect systems
3. Telephone systems
4. Nurse Call systems
5. Radio page systems
6. School intercom and sound systems
7. Burglar alarm systems
8. Low-voltage master clock systems
9. Multimedia/multiplex systems
10. Sound and musical entertainment systems
11. RF systems
12. Antennas and wave guide
13. DAS (distributed antenna systems)
14. Cellular
15. ERRS (Emergency Responder Radio System)

#### TELEVISION AND VIDEO SYSTEMS

1. TV monitoring and surveillance systems
2. Video security systems
3. Video entertainment systems
4. Video educational systems
5. Microwave transmission systems
6. CATV and CCTV

#### SECURITY SYSTEMS

1. Perimeter security systems
2. Vibration sensor systems
3. Card access systems
4. Access control systems
5. Sonar/infrared monitoring equipment

#### COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS (IN THE "SCOPE")

6. SCADA (Supervisory Control and Data Acquisition)
7. PCM (Pulse code Modulation)
8. Inventory control systems
9. Digital data systems
10. Broadband and baseband and carriers
11. Point-of-sale systems
12. VSAT data systems
13. Data communication systems
14. RF and remote-control systems
15. Fiber-optic data systems

VDV support systems such as data-track, innerduct, cable, basket, center spine, ladder rack trays, or similar type raceways intended specifically for the above-listed systems. Chase, sleeves, and/or nipples (not to exceed 10 feet) may be installed on open wiring.

This Agreement specifically excludes the following work:

1. The complete installation of nonintegrated energy management systems, computer systems in industrial applications such as process controls, assembly lines, robotics, and computer controlled to the manufacturing systems, and all HVAC control work up to the first point of connection to the multipurpose integrated system if so connected shall not be part of this Agreement
2. Life safety systems [not intrinsic to nurse call systems listed in Item (A) above] shall be excluded from this Agreement.
3. SCADA (Supervisory control and Data Acquisition) where not intrinsic to the above listed systems (in the "Scope").
4. Fire alarm work is on all new construction sites or wherever the fire alarm system is installed in conduit.

# Prevailing Wage Rate Skilled Crafts

**Name of Union:** Electrical Local 71 High Tension Pipe Type Cable

**Type of Rate:** Commercial

**Change #:**  
LCN01-2026ib

**Craft:**  
Electrical

**Effective Date:**  
1/7/2026

**Effective Date:**  
1/7/2026

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrical Lineman	\$54.94		\$7.50	\$1.65	\$0.55	\$0.00	\$13.19	\$1.00	\$0.00	\$0.00	\$78.83	\$106.30
Certified Lineman Welder	\$54.94		\$7.50	\$1.65	\$0.55	\$0.00	\$13.19	\$1.00	\$0.00	\$0.00	\$78.83	\$106.30
Certified Cable Splicer	\$54.94		\$7.50	\$1.65	\$0.55	\$0.00	\$13.19	\$1.00	\$0.00	\$0.00	\$78.83	\$106.30
Operator A	\$49.20		\$7.50	\$1.48	\$0.49	\$0.00	\$11.81	\$1.00	\$0.00	\$0.00	\$71.48	\$96.08
Operator B	\$43.52		\$7.50	\$1.31	\$0.44	\$0.00	\$10.44	\$1.00	\$0.00	\$0.00	\$64.21	\$85.97
Operator C	\$34.93		\$7.50	\$1.05	\$0.35	\$0.00	\$8.38	\$1.00	\$0.00	\$0.00	\$53.21	\$70.67
Groundman 0-12 months Exp	\$27.47		\$7.50	\$0.82	\$0.27	\$0.00	\$6.59	\$1.00	\$0.00	\$0.00	\$43.65	\$57.38
Groundman 0-12 months Exp w/CDL	\$30.22		\$7.50	\$0.91	\$0.30	\$0.00	\$7.25	\$1.00	\$0.00	\$0.00	\$47.18	\$62.29
Groundman 1 yr or more	\$30.22		\$7.50	\$0.91	\$0.30	\$0.00	\$7.25	\$1.00	\$0.00	\$0.00	\$47.18	\$62.29
Groundman 1 yr or more w/CDL	\$35.71		\$7.50	\$1.07	\$0.36	\$0.00	\$8.57	\$1.00	\$0.00	\$0.00	\$54.21	\$72.06
Equipment Mechanic A	\$43.52		\$7.50	\$1.31	\$0.44	\$0.00	\$10.44	\$1.00	\$0.00	\$0.00	\$64.21	\$85.97
Equipment Mechanic B	\$39.22		\$7.50	\$1.18	\$0.39	\$0.00	\$9.41	\$1.00	\$0.00	\$0.00	\$58.70	\$78.31
Equipment Mechanic C	\$34.92		\$7.50	\$1.05	\$0.35	\$0.00	\$8.38	\$1.00	\$0.00	\$0.00	\$53.20	\$70.66
X-Ray Technician	\$54.94		\$7.50	\$1.65	\$0.55	\$0.00	\$13.19	\$1.00	\$0.00	\$0.00	\$78.83	\$106.30
Apprentice	BHR	Percent										
1st 1000 hrs	\$32.96	\$60.00	\$7.50	\$0.99	\$0.33	\$0.00	\$7.91	\$1.00	\$0.00	\$0.00	\$50.69	\$67.17
2nd 1000 hrs	\$35.71	\$65.00	\$7.50	\$1.07	\$0.36	\$0.00	\$8.57	\$1.00	\$0.00	\$0.00	\$54.21	\$72.06
3rd 1000 hrs	\$38.46	\$70.00	\$7.50	\$1.15	\$0.38	\$0.00	\$9.23	\$1.00	\$0.00	\$0.00	\$57.72	\$76.95

4th 1000 hrs	\$41.20	\$75.00	\$7.50	\$1.24	\$0.41	\$0.00	\$9.89	\$1.00	\$0.00	\$0.00	\$61.24	\$81.84
5th 1000 hrs	\$43.95	\$80.00	\$7.50	\$1.32	\$0.44	\$0.00	\$10.55	\$1.00	\$0.00	\$0.00	\$64.76	\$86.74
6th 1000 hrs	\$46.70	\$85.00	\$7.50	\$1.39	\$0.47	\$0.00	\$11.21	\$1.00	\$0.00	\$0.00	\$68.27	\$91.62
7th 1000 hrs	\$49.45	\$90.00	\$7.50	\$1.48	\$0.49	\$0.00	\$11.87	\$1.00	\$0.00	\$0.00	\$71.79	\$96.52

**(\*)Special Calculation Note :**

Other is Health Reimbursement 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 :**

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.

**Special Notes:**

When Cable Splicer helpers are used, they must be a Journeyman Lineman.

Pipe installation, holiday testing, welding, cable splicing operation of vacuum pumps and cable pulling equipment and all work requiring the use of hand tools shall be done by Journeymen and Apprentices. Pipe coating, manhole preparations and conditioning, nitrogen connections and flowmeter installation shall be done by or under the direct supervision of a Journeyman.

At least two (2) Journeyman Linemen in addition to certified lineman welders shall be employed to install high voltage pipe.

When pulling cable, at least six (6) of the workmen shall be no less than Journeyman classifications. When pumping oil, only Journeyman Lineman or equipment operators shall be permitted to operate degasifying and oil pumping equipment

# Prevailing Wage Rate Skilled Crafts

**Name of Union:** Electrical Local 71 Outside (Central OH Chapter)

**Type of Rate:** Commercial

**Change #:**  
LCN01-2025ib

**Craft:**  
Electrical

**Effective Date:**  
6/4/2025

**Effective Date:**  
6/4/2025

Classification	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
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 0-12 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 greater than 1 Year 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 ) :**

Adams, Ashland, Athens, Coshocton, Crawford, Delaware, Fairfield, Fayette, Franklin, Gallia, Guernsey, Highland, Hocking, Jackson, Knox, Lawrence, Licking, Madison, Marion, Meigs, Monroe, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Pike, Richland, Ross, Scioto, Tuscarawas, Union, Vinton, Washington

**Special Jurisdictional Note :**

**Details :**

A groundman when directed shall assist a Journeyman Lineman, Traffic Signal and Lighting Journeyman or Equipment Operator in the performance of his/her work on the ground, including the use of hand tools. Under no circumstances shall this classification climb poles, towers, or work from an elevated platform or bucket truck. This classification shall not perform work normally assigned to an Apprentice. 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 #:**  
LCN01-2026ib

**Craft:**  
Electrical

**Effective Date:**  
1/7/2026

**Effective Date:**  
1/7/2026

Classification	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Electrical Lineman	\$52.03		\$7.50	\$1.56	\$0.52	\$0.00	\$12.49	\$1.00	\$0.00	\$0.00	\$75.10	\$101.1
Substation Technician	\$52.03		\$7.50	\$1.56	\$0.50	\$0.00	\$12.49	\$1.00	\$0.00	\$0.00	\$75.08	\$101.09
Cable Splicer	\$54.50		\$7.50	\$1.64	\$0.55	\$0.00	\$13.08	\$1.00	\$0.00	\$0.00	\$78.27	\$105.5
Operator A	\$46.61		\$7.50	\$1.40	\$0.47	\$0.00	\$11.19	\$1.00	\$0.00	\$0.00	\$68.17	\$91.47
Operator B	\$41.17		\$7.50	\$1.23	\$0.41	\$0.00	\$9.87	\$1.00	\$0.00	\$0.00	\$61.18	\$81.77
Operator C	\$33.00		\$7.50	\$0.99	\$0.33	\$0.00	\$7.92	\$1.00	\$0.00	\$0.00	\$50.74	\$67.24
Groundman 0-12 months Exp	\$26.02		\$7.50	\$0.78	\$0.26	\$0.00	\$6.24	\$1.00	\$0.00	\$0.00	\$41.80	\$54.81
Groundman 0-12 months Exp w/CDL	\$28.62		\$7.50	\$0.86	\$0.29	\$0.00	\$6.87	\$1.00	\$0.00	\$0.00	\$45.14	\$59.45
Groundman 1 yr or more	\$28.62		\$7.50	\$0.86	\$0.29	\$0.00	\$6.87	\$1.00	\$0.00	\$0.00	\$45.14	\$59.45
Groundman 1 yr or more w/CDL	\$33.82		\$7.50	\$1.01	\$0.34	\$0.00	\$8.12	\$1.00	\$0.00	\$0.00	\$51.79	\$68.70
Equipment Mechanic A	\$41.17		\$7.50	\$1.23	\$0.41	\$0.00	\$9.87	\$1.00	\$0.00	\$0.00	\$61.18	\$81.77
Equipment Mechanic B	\$37.09		\$7.50	\$1.11	\$0.37	\$0.00	\$8.90	\$1.00	\$0.00	\$0.00	\$55.97	\$74.52
Equipment Mechanic C	\$33.00		\$7.50	\$0.99	\$0.33	\$0.00	\$7.92	\$1.00	\$0.00	\$0.00	\$50.74	\$67.24
Line Truck w/auger	\$36.40		\$7.50	\$1.09	\$0.36	\$0.00	\$8.71	\$1.00	\$0.00	\$0.00	\$55.06	\$73.26
Apprentice	BHR	Percent										
1st 1000 hrs	\$31.22	\$60.00	\$7.50	\$0.94	\$0.31	\$0.00	\$7.49	\$1.00	\$0.00	\$0.00	\$48.46	\$64.07
2nd 1000 hrs	\$33.82	\$65.00	\$7.50	\$1.01	\$0.34	\$0.00	\$8.12	\$1.00	\$0.00	\$0.00	\$51.79	\$68.70
3rd 1000 hrs	\$36.42	\$70.00	\$7.50	\$1.09	\$0.36	\$0.00	\$8.74	\$1.00	\$0.00	\$0.00	\$55.11	\$73.32

4th 1000 hrs	\$39.02	\$75.00	\$7.50	\$1.17	\$0.39	\$0.00	\$9.37	\$1.00	\$0.00	\$0.00	\$58.45	\$77.96
5th 1000 hrs	\$41.62	\$80.00	\$7.50	\$1.25	\$0.44	\$0.00	\$9.99	\$1.00	\$0.00	\$0.00	\$61.80	\$82.61
6th 1000 hrs	\$44.23	\$85.00	\$7.50	\$1.33	\$0.44	\$0.00	\$10.61	\$1.00	\$0.00	\$0.00	\$65.11	\$87.22
7th 1000 hrs	\$46.83	\$90.00	\$7.50	\$1.40	\$0.47	\$0.00	\$11.24	\$1.00	\$0.00	\$0.00	\$68.44	\$91.86

**(\*)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 :**

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.

# Prevailing Wage Rate Skilled Crafts

**Name of Union:** Electrical Local 71 Underground Residential Distribution

**Type of Rate:** Commercial

**Change #:**  
LCN01-2026ib

**Craft:**  
Electrical

**Effective Date:**  
1/7/2026

**Effective Date:**  
1/7/2026

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
URD Electrician	\$39.42		\$7.50	\$1.18	\$0.39	\$0.00	\$9.43	\$1.00	\$0.00	\$0.00	\$58.92	\$78.63
Equipment Operator A	\$35.24		\$7.50	\$1.06	\$0.35	\$0.00	\$8.46	\$1.00	\$0.00	\$0.00	\$53.61	\$71.23
Equipment Operator B	\$32.34		\$7.50	\$0.97	\$0.32	\$0.00	\$7.76	\$1.00	\$0.00	\$0.00	\$49.89	\$66.06
Directional Drill Locator	\$35.24		\$7.50	\$1.06	\$0.35	\$0.00	\$8.46	\$1.00	\$0.00	\$0.00	\$53.61	\$71.23
Directional Drill Operator	\$32.34		\$7.50	\$0.97	\$0.32	\$0.00	\$7.76	\$1.00	\$0.00	\$0.00	\$49.89	\$66.06
Groundman 0-12 months Exp	\$25.50		\$7.50	\$0.77	\$0.26	\$0.00	\$6.12	\$1.00	\$0.00	\$0.00	\$41.15	\$53.90
Groundman 0-12 months Exp w/CDL	\$28.15		\$7.50	\$0.84	\$0.28	\$0.00	\$6.76	\$1.00	\$0.00	\$0.00	\$44.53	\$58.60
Groundman 1 yr or more	\$28.15		\$7.50	\$0.84	\$0.28	\$0.00	\$6.76	\$1.00	\$0.00	\$0.00	\$44.53	\$58.60
Groundman 1 yr or more w/CDL	\$33.47		\$7.50	\$1.00	\$0.33	\$0.00	\$8.03	\$1.00	\$0.00	\$0.00	\$51.33	\$68.06
Apprentice	BHR	Percent										
1st 1000 hrs	\$31.54	\$80.00	\$7.50	\$0.95	\$0.32	\$0.00	\$7.57	\$1.00	\$0.00	\$0.00	\$48.88	\$64.65
2nd 1000 hrs	\$33.51	\$85.00	\$7.50	\$1.01	\$0.34	\$0.00	\$8.04	\$1.00	\$0.00	\$0.00	\$51.40	\$68.16
3rd 1000 hrs	\$35.48	\$90.00	\$7.50	\$1.06	\$0.35	\$0.00	\$8.51	\$1.00	\$0.00	\$0.00	\$53.90	\$71.64
4th 1000 hrs	\$37.45	\$95.00	\$7.50	\$1.12	\$0.37	\$0.00	\$8.99	\$1.00	\$0.00	\$0.00	\$56.43	\$75.16

**(\*)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

Classification	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)		
Electrical Installer Technician I	\$35.39		\$7.25	\$1.06	\$0.00	\$0.00	\$1.77	\$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	\$43.29	\$59.98
Installer Repairman	\$33.37		\$7.25	\$1.00	\$0.00	\$0.00	\$1.67	\$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	\$34.23	\$46.72
Cable Splicer	\$35.39		\$7.25	\$1.06	\$0.00	\$0.00	\$1.77	\$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	\$25.27	\$33.62
Groundman	\$14.57		\$7.25	\$0.44	\$0.00	\$0.00	\$0.73	\$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	\$26.37	\$35.22
Trainee E	\$20.53	\$58.00	\$7.25	\$0.62	\$0.00	\$1.03	\$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	\$32.48	\$44.16
Trainee C	\$26.19	\$74.00	\$7.25	\$0.79	\$0.00	\$1.31	\$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	\$38.59	\$53.10
Trainee A	\$31.85	\$90.00	\$7.25	\$0.96	\$0.00	\$1.59	\$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 37

**Type of Rate:** Commercial

**Change #:**  
LCN01-2025ib

**Craft:**  
Elevator

**Effective Date:**  
1/1/2026

**Effective Date:**  
1/1/2026

Classification	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Elevator Mechanic	\$59.84		\$16.37	\$11.06	\$0.85	\$4.79	\$10.70	\$0.00	\$0.00	\$0.00	\$103.61	\$133.5
Helper	\$41.89		\$16.37	\$11.06	\$0.85	\$3.35	\$10.70	\$0.00	\$0.00	\$0.00	\$84.22	\$105.1
Apprentice	BHR	Percent										
Probationary Apprentice	\$29.92	\$50.00	\$0.00	\$0.00	\$0.00	\$1.80	\$0.00	\$0.00	\$0.00	\$0.00	\$31.72	\$46.68
1st Year	\$32.91	\$55.00	\$16.37	\$11.06	\$0.85	\$1.97	\$10.70	\$0.00	\$0.00	\$0.00	\$73.86	\$90.31
2nd Year	\$38.90	\$65.00	\$16.37	\$11.06	\$0.85	\$2.33	\$10.70	\$0.00	\$0.00	\$0.00	\$80.21	\$99.66
3rd Year	\$41.89	\$70.00	\$16.37	\$11.06	\$0.85	\$2.51	\$10.70	\$0.00	\$0.00	\$0.00	\$83.38	\$104.3
4th Year	\$47.87	\$80.00	\$16.37	\$11.06	\$0.85	\$2.87	\$10.70	\$0.00	\$0.00	\$0.00	\$89.72	\$113.6
Assistant Mechanic	\$47.87	\$80.00	\$16.37	\$11.06	\$0.85	\$3.83	\$10.70	\$0.00	\$0.00	\$0.00	\$90.68	\$114.6

**(\*)Special Calculation Note :**

**Ratio :**

- 1 Journeyman to 1 Apprentice\*\*
- 1 Journeyman to 1 Helper\*\*
- 1 Journeyman to 1 Assistant Mechanic\*\*

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Athens, Champaign, Clark, Delaware, Fairfield, Fayette, Franklin, Gallia, Guernsey, Hocking, Jackson, Knox, Lawrence, Licking, Logan, Madison, Marion, Meigs, Monroe\*, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Pike, Ross, Union, Vinton

**Special Jurisdictional Note :**

Monroe County is shared by both Local 37 and Local 6.

**Details :**

\*\*Art. 10 Par. 2 Apprentice Work Qualifications: Par 2- The total number of Helpers and Apprentices employed shall not exceed the number of Mechanics on any one job, except on jobs where two teams or more are working, one extra Helper or Apprentice may be employed for the first two teams and an extra Helper or Apprentice for each additional three teams. Further, the Company may use as many Helpers and Apprentices as best suits his convenience under the direction of a Mechanic in wrecking old plants and in handling and hoisting material, and on foundation work. When removing old and installing new cable on existing elevator installations, the Company may use two Helpers or Apprentices to one Mechanic.

# Prevailing Wage Rate Skilled Crafts

**Name of Union:** Glazier Local 372

**Type of Rate:** Commercial

**Change #:**  
LCN01-2025ib

**Craft:**  
Glazier

**Effective Date:**  
11/12/2025

**Effective Date:**  
11/12/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Glazier	\$36.72		\$6.80	\$10.14	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.11	\$72.47
Apprentice	BHR	Percent										
1st Year	\$25.70	\$70.00	\$6.80	\$2.84	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.79	\$48.64
2nd Year	\$27.54	\$75.00	\$6.80	\$2.84	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.63	\$51.40
3rd Year	\$31.21	\$85.00	\$6.80	\$6.55	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.01	\$60.61
4th Year	\$34.88	\$95.00	\$6.80	\$6.55	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.68	\$66.12

**(\*)Special Calculation Note :**

A premium of one dollar (\$1.00) per hour above regular hourly rate of pay shall be paid for each hour worked by every employee from any mechanical lift or scaffold, either suspended or supported including the Hex type scaffolding.

**Ratio :**

1 Journeyman to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Delaware, Fairfield, Fayette\*, Franklin, Hocking, Jackson, Knox, Licking, Madison, Marion, Morrow, Muskingum, Perry, Pickaway, Pike, Ross, Union, Vinton

**Special Jurisdictional Note :**

Fayette County - locations west of State Route 62 ONLY.

**Details :**

# Prevailing Wage Rate Skilled Crafts

**Name of Union:** Ironworker Local 172

**Type of Rate:** Commercial

**Change #:**  
OCR01-2025ib

**Craft:**  
Ironworker

**Effective Date:**  
11/5/2025

**Effective Date:**  
11/5/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Ironworker	\$40.87		\$9.50	\$9.50	\$0.71	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$64.08	\$84.52
Rigger Welder Reinforcing Sheeter Fence Erector Machinery Mover	\$40.87		\$9.50	\$9.50	\$0.71	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$64.08	\$84.52
Apprentice	BHR	Percent										
1st Year 0-1500 Hours	\$28.61	\$70.00	\$9.50	\$9.50	\$0.71	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$51.82	\$66.12
2nd Year 1501-3000 Hours	\$32.70	\$80.00	\$9.50	\$9.50	\$0.71	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$55.91	\$72.25
3rd Year 3001-4500 Hours	\$36.79	\$90.02	\$9.50	\$9.50	\$0.71	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$60.00	\$78.40

**(\*)Special Calculation Note :**

**Ratio :**

1 Journeyman to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Champaign\*, Clark\*, Crawford\*, Delaware, Fairfield, Fayette\*, Franklin, Hardin\*, Highland\*, Hocking, Jackson\*, Knox, Licking, Logan\*, Madison\*, Marion, Morrow, Perry, Pickaway, Pike, Ross, Union, Vinton, Wyandot\*, Muskingum\*

**Special Jurisdictional Note :**

Champaign County Twps included: Wayne, Rush, Goshen  
Clark County Twps included: Vienna, Catawba and portions of Harmony and Pleasant  
Crawford County Twps included: Bucyrus, Dallas, Jefferson, Jackson, Whetstone, Polk, Sandusky  
Fayette County Twps included: Paint, Marion, Perry, Madison, Wayne, Union  
Hardin County Twps included: McDonald, Taylorcreek, Hale, Dudley, Pleasant, Goshen, Blanchard, Lynn, Jackson, Buck, Cessna, Marion, Washington  
Highland County Twps included: Madison. Jackson County Twps included: Liberty, Washington, Milton, Jackson, Coal, Wilkesville  
Logan County Twps included: Monroe, Zane, Jefferson, Perry, Rush Creek, Bokes Creek  
Madison County Twps included: Range, Paint, Fairfield, Sommerford, Jefferson, Pike, Canaan, Pleasant, Oak Run, Union, Deer Creek, Monroe, Darby  
Muskingum County Twps include: Jackson, Licking, Hope Well, Newton, Clay, Cass, Muskingum falls, Springfield, Madison, Washington, Wayne, Brush Creek  
Pike County Twps included: Perry, Benton, Mifflin, Sunfish, Newton, Prebble, Pee Pee, Seal, Beaver, Jackson  
Wyandot County Twps included: Jackson, Marseilles, Mifflin, Pitt, Antrim

**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

Classification	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
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 423

**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	\$32.98		\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$47.53	\$64.02
Group 2	\$33.29		\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$47.84	\$64.49
Group 3	\$33.60		\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$48.15	\$64.95
Group 4	\$33.91		\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$48.46	\$65.42
Apprentice	BHR	Percent										
0-1000 hrs	\$23.09	\$70.00	\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$37.64	\$49.18
1001-2000 hrs	\$26.38	\$80.00	\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$40.93	\$54.13
2001-3000 hrs	\$29.68	\$90.00	\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$44.23	\$59.07
3001-4000 hrs	\$31.33	\$95.00	\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$45.88	\$61.55
More than 4000 hrs	\$32.98	\$100.00	\$8.60	\$4.45	\$0.40	\$0.00	\$1.00	\$0.00	\$0.10	\$0.00	\$47.53	\$64.02

**(\*)Special Calculation Note :**

**Ratio :**

1 Journeymen to 1 Apprentice 4 Journeymen to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Fairfield, Fayette, Franklin, Hocking, Licking, Madison, Pickaway, Union

**Special Jurisdictional Note :**

**Details :**

Group 1: General Laborers, Carpenter Tender, Cathodic Protection, Cleaning Debris, Cleaning of all Material, General Clean-up including Vacuum Cleaning, Scraping and Cleaning of Walls and Floors, Landscape, Installation and Removal of Fencing, Sod Layers, All Portable Heaters, Flagman, Loading and Unloading of all Trucks, Handling and conveying all Materials, Washing of all Windows, Conveyer Belt, All Water Pumps up to and including three (3) inch intake, Watchman, Water Boy and Tool Room Attendant. Group 1- Swimming Pools, Pool Decks, Surrounding Sidewalk and Parking Garages. Group 2: Skid Steer, Concrete Specialists, Brick Tender, Stone Mason Tender, Plaster Tender, Mortar Mixer and Operator, Cement Mason Tender, Construction Specialist, All Scaffold Builders (Swinging Scaffolds), Lagging, Bush Hammering, Jack Hammer Operator, Air or Electric Pneumatic Tool Operator, Power Driven Tools, Power Buggy Operators, Pouring and Placement of all concrete, Fork Lift Operators, Power Wheelbarrow Operators, Asphalt and Blacktop Rakers, Wrecker/Demolition, Sand Blasting and Chipping, Welders on Demolition, Grade Checkers, a person on a bucket pouring concrete, Gunite Nozzle man, Wagon and Churn Drill Operator, Concrete Saw Operator, Brush Feeders on pulverizers, Pipe Layers, Bottom Man, Laser Gun, Burners, Sand Blasting of concrete, Vibrator Man, Steward, Signal Man, Caisson, Caisson Bottom Man, Piledrivers, Asbestos and Lead Abatement Laborers. Hazardous Waste (Level B): Any work requiring the following protective equipment must be paid at Group 2 rate, A protective suit and an Air Purifying Respirator (APR) with the appropriate filter canisters. The ensemble is used when contaminants are reliably known not to be hazardous to the skin and not IDLH (Immediately Dangerous To Life or Health) and correct filter protection is available. This ensemble offers adequate protection for many jobs. Heat stress may be a problem due to inherent restrictions to breathing in an APR. Also, normal job related injury risk will be nearly as high as for Level C Equipment. Group 3 Hazardous (Level C:) Any work requiring the following protective equipment must be paid at Group 3 rate, A chemically resistant splash suit and a (SCBA) or Airline Respirator. This ensemble is required when the situation is very hazardous, such as oxygen deficient atmospheres, IDLH atmospheres, or confined space entries, but the risk of skin exposure is not as great as in Level D situations. Then Level C ensemble gives the second highest level of protection, but also puts physical stress on the worker; primarily heat stress, reduced vision, dexterity and mobility directly attributable to wearing of the protective equipment. Therefore, in addition to the hazardous material, the hazard of the normal job related injuries is greatly increased. Group 4 Hazardous Waste (Level D) requiring the following protective equipment must be paid at Group 4 rate, Protective equipment is required when the area has been known to contain extremely toxic contaminants or contaminants unknown but may be expected to be extremely toxic and /or Immediately Dangerous to Life and Health (IDLH). This ensemble includes fully encapsulated chemical suit (moon suit), Self Contained Breathing Apparatus (SCBA), or Airline Fed Respirator, and various types and numbers of boots and gloves, cool vests and voice activated radios are optional equipment sometimes worn. Level D ensembles provide the highest level of protection from contaminants but places the greatest physical and mental stress on the worker. The claustrophobic environment of the moon suit causes anxiety in most people, which greatly increases the already inherent heat stress problems. Also, this ensemble reduces vision, mobility, dexterity, and communication capacity, all of which increases the risk of normal job related injuries, ie., slips ,falls, caught between, etc . Hazardous Pay of \$0.25 per hour shall be paid in addition to classifications shown above Swing Scaffolds (suspended by rope or pulley), and swing scaffolds for grain storage tank or grain elevators, when the work is performed at a height of fifty (50) feet or more above the foundations or grade level, whichever is higher. Caisson work and tunnel work (depth being 15 feet or deeper) Hazardous Waste Removal & Lead Abatement Workers: Exclusive or "Hot" area with toxic or hazardous materials, when one of the following personal protective equipment ensembles will be required for necessary protection against toxic contaminants. All of the ensembles increase the risks of certain types of worker-related injuries. When Laborers complement another craft receiving premium rate of pay Laborers will also receive premium pay for this "HOT" type of work.

# 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 (Inserter/Remover); Rotovator (Lime-Soil Stabilizer); Submersible Pumps (4"and over discharge); Switch & Tie Tampers (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

Classification	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
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); Signalperson; 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 1275

**Type of Rate:** Commercial

**Change #:**  
LCN02-2025sks

**Craft:**  
Painter

**Effective Date:**  
11/12/2025

**Effective Date:**  
11/12/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Brush, Roll & Wall Washing	\$28.91		\$6.80	\$10.30	\$0.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.36	\$60.82
Apprentice	BHR	Percent										
0-1500 hrs	\$23.13	\$80.00	\$6.80	\$0.95	\$0.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.23	\$42.80
1501-3000 hrs	\$24.57	\$85.00	\$6.80	\$0.95	\$0.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.67	\$44.96
3001-4500 hrs	\$26.02	\$90.00	\$6.80	\$0.95	\$0.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.12	\$47.13
4501-6000 hrs	\$27.46	\$95.00	\$6.80	\$0.95	\$0.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.56	\$49.29

**(\*)Special Calculation Note :**

- A premium for "Structural Steel, Swingstage" shall pay \$.30 per hour worked.
- A premium for "Spray" shall pay \$.75 per hour worked.
- A premium for "Vinyl Hanging" shall pay \$.75 per hour worked.
- A premium for "Sandblast, steamclean, water blast (Above 3500 psi) and hazardous" shall pay \$.70 per hour worked.

**Ratio :**

1 Journeyman to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Delaware, Fairfield, Fayette, Franklin, Knox, Licking, Madison, Muskingum, Perry, Pickaway, Ross, Union

**Special Jurisdictional Note :**

**Details :**

# Prevailing Wage Rate Skilled Crafts

**Name of Union:** Painter Local 1275 Drywall

**Type of Rate:** Commercial

**Change #:**  
LCN01-2025ib

**Craft:**  
Painter

**Effective Date:**  
10/29/2025

**Effective Date:**  
10/29/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Drywall Finisher	\$34.80		\$6.80	\$8.31	\$0.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.26	\$67.66
Apprentice	BHR	Percent										
1st 0-1500 hrs	\$26.10	\$75.00	\$6.80	\$2.30	\$0.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.55	\$48.60
2nd 1501-3000 hrs	\$29.58	\$85.00	\$6.80	\$2.30	\$0.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.03	\$53.82
3rd 3001-4500 hrs	\$33.06	\$95.00	\$6.80	\$2.30	\$0.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.51	\$59.04

**(\*)Special Calculation Note :**

**Ratio :**

1 Journeyman to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Delaware, Fairfield, Fayette, Franklin, Knox, Licking, Madison, Muskingum, Perry, Pickaway, Ross, Union

**Special Jurisdictional Note :**

**Details :**

# Prevailing Wage Rate Skilled Crafts

**Name of Union:** Painter Local 1275 HevHwy

**Type of Rate:** Commercial

**Change #:**  
LCN02-2025ib

**Craft:**  
Painter

**Effective Date:**  
11/12/2025

**Effective Date:**  
11/12/2025

	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 Bridge Blaster	\$38.97	\$6.80	\$10.30	\$0.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.42	\$75.91
Painter Bridges Class 2 Rigger, Containment Builder, Spot Blaster	\$35.97	\$6.80	\$10.30	\$0.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.42	\$71.41
Painter Bridges Class 3 Equipment Operator/ Field Mechanic, Grit Reclamation, Paint Mix, Traffic Control, Boat Person, Driver (0-5 Years Exp.)	\$28.97	\$6.80	\$10.30	\$0.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.42	\$60.91
Painter Bridges Class 3 Equipment Operator/ Field Mechanic, Grit Reclamation, Paint Mix, Traffic Control, Boat Person, Driver (plus 5 Years Exp.)	\$31.97	\$6.80	\$10.30	\$0.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.42	\$65.41

Painter Bridges Class 4 Concrete Sealing, Concrete Blasting Power Washing	\$27.97		\$6.80	\$10.30	\$0.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.42	\$59.41
Painter Bridges Class 5 Quality Control, Quality Assurance , Traffic Safety Competen t Person	\$31.97		\$6.80	\$10.30	\$0.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.42	\$65.41
Apprentice	BHR	Percent										
1st 0-1500 hrs	\$31.18	\$80.00	\$6.80	\$0.95	\$0.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.28	\$54.87
2nd 1501-3000 hrs	\$33.12	\$85.00	\$6.80	\$0.95	\$0.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.22	\$57.78
3rd 3001-4500 hrs	\$35.07	\$90.00	\$6.80	\$0.95	\$0.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.17	\$60.71
4th 4501-6000 hrs	\$37.02	\$95.00	\$6.80	\$0.95	\$0.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.12	\$63.63

**(\*)Special Calculation Note :**

**Ratio :**

1 Journeyman to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Delaware, Fairfield, Fayette, Franklin, Knox, Licking, Madison, Muskingum, Perry, Pickaway, Ross, Union

**Special Jurisdictional Note :**

**Details :**

Heavy Highway Class 1 are qualified painters,blasters,riggers. Class 2 Equipment Tenders /or containment Builders are hired to tend employers equipment also engage in the building & moving of containment systems. Class 3 support personnel will perform Quality control duties,clean abrasive blast materials, load and unload trucks, handle all materials, man safety boats, & handle traffic control. NACE Level I, II, III or equivalent with at least five (5) years Journeyman QC experience shall pay Class 5 rate plus premium of \$4.00 per hour worked.

# Prevailing Wage Rate Skilled Crafts

**Name of Union:** Painter Local 1275 Industrial

**Type of Rate:** Commercial

**Change #:**  
LCN02-2025ib

**Craft:**  
Painter

**Effective Date:**  
11/12/2025

**Effective Date:**  
11/12/2025

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Painter Brush Roll	\$30.36		\$6.80	\$10.30	\$0.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.81	\$62.99
Apprentice	BHR	Percent										
0-1500 hrs	\$24.29	\$80.00	\$6.80	\$0.95	\$0.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.39	\$44.54
1501-3000 hrs	\$25.81	\$85.00	\$6.80	\$0.95	\$0.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.91	\$46.81
3001-4500 hrs	\$27.32	\$90.00	\$6.80	\$0.95	\$0.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.42	\$49.08
4501-6000 hrs	\$28.84	\$95.00	\$6.80	\$0.95	\$0.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.94	\$51.36

**(\*)Special Calculation Note :**

**Ratio :**

1 Journeyman to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Delaware, Fairfield, Fayette, Franklin, Knox, Licking, Madison, Muskingum, Perry, Pickaway, Ross, Union

**Special Jurisdictional Note :**

**Details :**

Definition of Industrial Classification: Industrial Facilities to be included in the Industrial Classification shall include; Water Treatment, Waste Water Treatment, Natural Gas and related facilities, refineries, transmission pipe lines, electrical transmission towers and or switching /sub stations and Power Plants. Exclusions from the industrial classification are Power Plants that generate power to a single customer; such as an emergency power supplier or a Hospital, Information Technology Facility, Sporting/Event or Arena/Stadium type facility. This exclusion would also be given to any commercial office space located within the facilities property. The excluded spaces shall be done under the Commercial Wage rates.

# 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

Classification	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
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

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
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 Fabricator/ 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 Fabricator/ 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 that 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:** Plasterer Local 132 (Columbus)

**Type of Rate:** Commercial

**Change #:**  
LCN01-2025ib

**Craft:**  
Plasterer

**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												
Plasterer	\$31.68		\$8.20	\$4.70	\$0.50	\$0.00	\$2.00	\$0.06	\$0.00	\$0.00	\$47.14	\$62.98
Fireproofing Gunner	\$32.68		\$8.20	\$4.70	\$0.50	\$0.00	\$2.00	\$0.06	\$0.00	\$0.00	\$48.14	\$64.48
Apprentice	BHR	Percent										
1st 800 hrs	\$22.18	\$70.00	\$8.20	\$4.70	\$0.50	\$0.00	\$2.00	\$0.06	\$0.00	\$0.00	\$37.64	\$48.72
2nd 800 hrs	\$23.44	\$74.00	\$8.20	\$4.70	\$0.50	\$0.00	\$2.00	\$0.06	\$0.00	\$0.00	\$38.90	\$50.62
3rd 800 hrs	\$24.71	\$78.00	\$8.20	\$4.70	\$0.50	\$0.00	\$2.00	\$0.06	\$0.00	\$0.00	\$40.17	\$52.53
4th 800 hrs	\$25.98	\$82.00	\$8.20	\$4.70	\$0.50	\$0.00	\$2.00	\$0.06	\$0.00	\$0.00	\$41.44	\$54.43
5th 800 hrs	\$27.24	\$86.00	\$8.20	\$4.70	\$0.50	\$0.00	\$2.00	\$0.06	\$0.00	\$0.00	\$42.70	\$56.33
6th 800 hrs	\$28.51	\$90.00	\$8.20	\$4.70	\$0.50	\$0.00	\$2.00	\$0.06	\$0.00	\$0.00	\$43.97	\$58.23
7th 800 hrs	\$29.78	\$94.00	\$8.20	\$4.70	\$0.50	\$0.00	\$2.00	\$0.06	\$0.00	\$0.00	\$45.24	\$60.13
8th 800 hrs	\$31.05	\$98.00	\$8.20	\$4.70	\$0.50	\$0.00	\$2.00	\$0.06	\$0.00	\$0.00	\$46.51	\$62.03

**(\*)Special Calculation Note :**

\*Other is International Training Fund

**Ratio :**

3 Journeymen to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Ashland, Coshocton, Crawford, Delaware, Fairfield, Fayette, Franklin, Guernsey, Hocking, Knox, Licking, Madison, Marion, Morrow, Muskingum, Perry, Pickaway, Richland, Ross, Union, Vinton, Wyandot

**Special Jurisdictional Note :**

**Details :**

Fireproofing Gunner: If any mechanical means is used in the gauging of lime for any finish coat, the mixing shall be gauged by a member of the crew who is to apply the respective gauging. This clause applies on jobs where cementitious and fibrous type fireproofing is the material being applied. There shall be an equal number of plasterers to nozzles used. Working on swing stage, slip scaffold or window jack scaffold shall receive the following rates: \$0 above the regular rate for heights up to forty-nine (49) feet above grade level \$0.75 above the regular rate for heights over fifty (50) feet above grade level

# Prevailing Wage Rate Skilled Crafts

**Name of Union:** Plumber Pipefitter Local 189

**Type of Rate:** Commercial

**Change #:**  
LCN01-2025ib

**Craft:**  
Plumber Pipefitter

**Effective Date:**  
12/10/2025

**Effective Date:**  
12/10/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Plumber Pipefitter	\$53.00		\$10.39	\$7.49	\$1.45	\$0.00	\$8.26	\$0.00	\$0.00	\$0.00	\$80.59	\$107.0
Apprentice	BHR	Percent										
1st Year	\$23.85	\$45.00	\$5.00	\$0.00	\$1.45	\$0.00	\$0.00	\$0.10	\$0.00	\$0.00	\$30.40	\$42.33
2nd Year	\$26.50	\$50.00	\$10.39	\$5.60	\$1.45	\$0.00	\$0.00	\$0.10	\$0.00	\$0.00	\$44.04	\$57.29
3rd Year	\$29.15	\$55.00	\$10.39	\$5.60	\$1.45	\$0.00	\$0.00	\$0.10	\$0.00	\$0.00	\$46.69	\$61.27
4th Year	\$34.45	\$65.00	\$10.39	\$5.60	\$1.45	\$0.00	\$5.76	\$0.10	\$0.00	\$0.00	\$57.75	\$74.98
5th Year	\$42.40	\$80.00	\$10.39	\$5.60	\$1.45	\$0.00	\$7.76	\$0.10	\$0.00	\$0.00	\$67.70	\$88.90

**(\*)Special Calculation Note :**

\*Other is International Training

**Ratio :**

1 Journeyman to 1 Apprentice  
2 Journeymen to 1 Apprentices thereafter

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Delaware, Fairfield, Franklin, Hocking, Licking, Madison, Marion, Perry, Pickaway, Ross, Union

**Special Jurisdictional Note :**

**Details :**

# Prevailing Wage Rate Skilled Crafts

**Name of Union:** Roofer Local 86

**Type of Rate:** Commercial

**Change #:**  
LCN01-2025ib

**Craft:**  
Roofer

**Effective Date:**  
9/3/2025

**Effective Date:**  
9/3/2025

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Roofer	\$38.33		\$8.20	\$7.40	\$0.88	\$0.00	\$0.30	\$0.09	\$0.00	\$0.00	\$55.20	\$74.36
Apprentice	BHR	Percent										
1st Year	\$24.91	\$65.00	\$0.00	\$0.00	\$0.88	\$0.00	\$0.25	\$0.09	\$0.00	\$0.00	\$26.13	\$38.59
2nd Year	\$27.60	\$72.00	\$8.20	\$1.85	\$0.88	\$0.00	\$0.25	\$0.09	\$0.00	\$0.00	\$38.87	\$52.67
3rd Year	\$30.66	\$80.00	\$8.20	\$3.33	\$0.88	\$0.00	\$0.25	\$0.09	\$0.00	\$0.00	\$43.41	\$58.74
4th Year	\$33.73	\$88.00	\$8.20	\$4.81	\$0.88	\$0.00	\$0.25	\$0.09	\$0.00	\$0.00	\$47.96	\$64.83

**(\*)Special Calculation Note :**

Other: Education & Research Fund

**Ratio :**

1 Journeyman to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Champaign, Delaware, Fairfield, Fayette, Franklin, Hardin, Hocking, Knox, Licking, Logan, Madison, Marion, Morrow, Perry, Pickaway, Pike, Ross, Union, Wyandot

**Special Jurisdictional Note :**

**Details :**

# Prevailing Wage Rate Skilled Crafts

**Name of Union:** Sheet Metal Local 24 (Columbus)

**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	\$41.10		\$10.23	\$12.56	\$1.26	\$0.00	\$4.12	\$0.00	\$0.00	\$0.00	\$69.27	\$89.82
Apprentice	BHR	Percent										
1st Year	\$23.43	\$57.00	\$8.42	\$2.19	\$1.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.09	\$46.80
2nd Year	\$26.72	\$65.00	\$9.61	\$8.17	\$1.05	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.55	\$58.90
3rd Year	\$30.83	\$75.00	\$9.84	\$9.42	\$1.26	\$0.00	\$3.09	\$0.00	\$0.00	\$0.00	\$54.44	\$69.85
4th Year	\$34.94	\$85.00	\$9.99	\$10.67	\$1.26	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$60.36	\$77.82

**(\*)Special Calculation Note :**

**Ratio :**

1 Journeyman to 1 Apprentice 2 Journeymen to 2 Apprentices 3 Journeymen to 3 Apprentices 4 Journeymen to 4 Apprentices 5-7 Journeymen to 5 Apprentices 8-10 Journeymen to 6 Apprentices 11-13 Journeyman to 7 Apprentices 14-16 Journeyman to 8 Apprentices 17-19 Journeymen to 9 Apprentices 20-22 Journeymen to 10 Apprentices 23-25 Journeymen to 11 Apprentices 26-28 Journeymen to 12 Apprentices 29-31 Journeymen to 13 Apprentices 32-34 Journeymen to 14 Apprentices 35-37 Journeymen to 15 Apprentices 38-40 Journeymen to 16 Apprentices and so on

**Jurisdiction ( \* denotes special jurisdictional note ) :**

Adams, Athens, Delaware, Fairfield, Fayette, Franklin, Gallia, Guernsey, Hocking, Jackson, Knox, Lawrence, Licking, Madison, Marion, Meigs, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Pike, Ross, Scioto, Union, Vinton

**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

Classification	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
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.