

V. GENERAL PROVISIONS

1. GENERAL PROVISIONS (*VARIATIONS AND ADDITIONS TO THE STANDARD SPECIFICATIONS*)

The Construction & Material Specifications of the State of Ohio, Department of Transportation (latest edition as of the date of advertisement), including but not limited to the terms, conditions, covenants and definitions recited in "General Provisions" [Section 100] thereof, shall govern any contract awarded under these bid instructions. Said Construction & Material Specifications shall be referenced as the "Standard Specifications" or the "C&M Specifications" herein. The specifications, requirements, terms, conditions and covenants of these instructions and of other bid documents shall control over conflicting terms found in the Standard Specifications.

Wherever the following terms appear in the Standard Specifications, said terms shall have the following meaning herein:

- E. The terms "State", "State of Ohio", "Department" or "Department of Transportation" refer to the County of Summit, State of Ohio, acting through its authorized representatives. The County of Summit may be referenced as the "County" or the "Owner" herein.
- F. The term "Director" refers to Alan Brubaker, P.E., P.S., Summit County Engineer.
- G. The term "Laboratory" refers to such testing laboratory or consultant as shall be designated by Alan Brubaker, P.E., P.S., Summit County Engineer, or by his duly authorized representative.
- H. The term "Engineer" refers to Alan Brubaker, P.E., P.S., Summit County Engineer, or to his duly authorized representative.

2. "OR EQUAL"

Whenever, in any of the contract documents, an article, material, or equipment, is defined by describing a proprietary product, or by using the name of manufacturer or vendor, the term "or equal", if not inserted, shall be implied. The specific article, material, or equipment mentioned, shall be understood as indicating the type, function, minimum standard of design, efficiency, and quality desired, and shall not be construed in such a manner as to exclude manufacturer's products of comparable quality, design and efficiency. The Contractor shall comply with the requirements of the contract documents, relative to the approval of materials and equipment by the County, before they are incorporated in the Work.

3. SCOPE OF WORK

The Contractor shall furnish, at his own proper cost and expense, all management, labor, tools, forms, equipment, appliances, machinery, transportation, and materials, of whatever nature, necessary or proper for the Work in hand, and shall perform and complete within the time limit specified, all of the Work indicated or implied by the plans, profiles, drawings, specifications or estimated quantities prepared for this Project, including the removal of surplus or condemned materials, and the thorough cleaning of the site of the Work and structures built.

In no case will any Work, in excess of such requirements, be paid for unless ordered in writing by the Engineer as hereinafter specified.

All Work shall be of the best quality throughout, and shall be so done as to meet the approval of the Engineer.

4. ENGINEER'S DUTIES AND AUTHORITY

The Engineer shall have authority to appoint such assistants and inspectors as may be necessary to represent him in his absence from the Work; they shall keep the Engineer informed as to the progress of the Work, the character of the materials furnished, and the manner in which the Work is being done; they shall call the attention of the Contractor to any infringement upon the plans or specifications; they shall have the authority to reject defective materials, and to suspend any Work which is being improperly done, subject to the final decision of the Engineer. Neither the Engineer, nor his assistants, is authorized to revoke, alter, enlarge or relax the provisions of these specifications.

The Engineer shall, in all cases, determine the amount, quality, acceptability and fitness of the several kinds of Work and materials which are to be paid for under this contract, and shall, in all cases, decide every question which may arise relative to the fulfillment of this contract on the part of the Contractor. In so doing, to prevent disputes and litigation, he shall render fair and impartial decisions, and such decisions shall be binding upon the parties hereto.

The Engineer shall prepare all estimates of materials furnished, and Work done, upon which the Contractor is to be paid, which estimate shall be final and conclusive, except as herein otherwise provided, and such an estimate or estimates shall be a condition precedent to the right of the Contractor to receive any money under this contract.

The Engineer shall make all necessary explanations as to the meaning and intention of the specifications, shall give all orders and directions contemplated therein, or thereby, and in every case in which a difficult or unforeseen condition shall arise in the performance of the Work required by this contract. He shall decide on, and adjust, any differences, or conflicts, which may arise between the Contractor and other contractors or the County Executive.

In the absence of the Contractor from the Work, or any part thereof, the Engineer shall have authority to give orders pertaining to the Work in hand to any employees of said Contractor, and such orders shall be obeyed by such employee. Any orders so given shall be in writing upon request.

If, at any time before the commencement, of, or during the progress of the Work, the Engineer is of the opinion that the materials, or appliances, used, or to be used, are insufficient for securing the quality of Work required, or the required rate of progress, he may order the Contractor to increase their quantity or efficiency, and improve their character, and the Contractor shall conform to such order; but the failure of the Engineer to give such order shall not be so construed as to release the Contractor from his obligations to secure the quality of Work, or the rate or progress, required.

5. DRAWINGS AND SPECIFICATIONS

The drawings and specifications for this Project are intended to be explanatory and supplementary of each other, and are intended to indicate and provide for the construction of the various related parts of the Project in a complete and connected manner, using only the best materials and workmanship throughout. Should any detail be omitted, any discrepancies or errors appear, or misunderstandings arise, in or with

Respect to such drawings and specifications, the additions, corrections, or explanations necessary to provide for the construction in accordance with such intent shall be made by the Engineer, and such additions, corrections and explanations shall be final and binding upon the Contractor, whose obligations hereunder shall require the construction in the manner aforesaid.

6. TIME AND ORDER OF DOING WORK

The word “days” shall mean calendar days unless otherwise specified. The Contractor shall commence Work at such point or points as the Engineer may approve, and shall carry on the various parts of the Work in such order of procedure as the Engineer may approve.

The rate of progress shall be such as to complete the entire Work contemplated within the time limit specified in the proposal. In case the Work is not completed within the time limit aforesaid, the party of the second part shall forfeit to the party of the first part, not as a penalty but as liquidated damages caused by the failure so to complete, the total amount of the cost to the County of engineering and inspection caused and done on this Work after the expiration of the aforesaid time limit, and until completion and acceptance of the Work.

The amount of such liquidated damages shall be determined by Standard Specifications Section 108.07, and such amounts shall be deducted by the Engineer from the partial or final estimates to be allowed the Contractor.

7. EXTENSION OF TIME

The County Executive reserves the right to extend the time of completion for cause to the extent deemed sufficient, but such extension of time shall not be deemed a waiver by said County of any rights provided for under this contract and shall not operate to release any

bondsman from any of the obligations under the bond. An extension of time will be made for ordinary delays and accidents incident to construction work of this character.

8. NIGHT AND SUNDAY WORK

No Work requiring the presence of the Engineer or Inspector will be permitted at night or on Sunday, except in a case of an emergency, and then only to such an extent as is absolutely necessary and by written permission of the Engineer. This clause shall not prohibit in the case of Work being done by workmen organized for the regular continuous night work and working on only such work as the Engineer believes may be performed satisfactorily at night.

9. EXAMINATION OF WORK

The County, its agents and employees, shall at all times have the right of entrance upon the Work and the premises occupied by the Contractor, and the Contractor shall provide safe and proper facilities for permitting such entrance. Other contractors of the party of the first part, for all purposes required by their contracts, shall have the similar right of entrance. The Engineer shall be furnished with all reasonable facilities for ascertaining that the materials and Work are in accordance with the requirement and intention of the specifications and contract, even to the extent of uncovering or removing portions of finished Work.

10. INSPECTION

The Engineer, his assistants and agents, shall have, at all times, immediate access to all sources from which materials are being obtained for this contract, and shall have full facilities for inspecting and testing same. The Contractor shall give definite information, at any time, as to the place from which, or persons from whom, any material is being or will be procured. No material of any kind shall be incorporated in any part of the Work under the contract until it has been inspected by the Engineer, or his assistants, and has been approved by them. All materials to be used may be subjected to such tests as the Engineer may require to assure that such materials conform, in all respects, to the requirements of the specifications, or that they are equal in quality to samples submitted by the Contractor. All materials which do not conform to such requirements shall be rejected, and the Contractor shall remove such rejected materials from the vicinity of the Work within twenty-four (24) hours thereafter.

The inspection and supervision of the Work and materials by the Engineer, his assistants and inspectors, is intended to aid the Contractor in accomplishing the fulfillment of his duties and obligations under the contract, but such inspection and supervision shall not relieve the Contractor from his contract obligations.

Defective Work shall be made good and unsuitable materials may be rejected, notwithstanding that such Work and materials have been previously overlooked by the Engineer and accepted or estimated for payment. If the Work, or any part thereof, is found, at any time before the

acceptance of the whole Work, to be defective, or to contain defective materials, the Contractor shall make good such defects under the direction of the Engineer.

Upon being attached to, or incorporated in the Work, affixed in or to the soil, all materials shall become the property of the County, and thereafter the Contractor shall have no right of property therein, unless they be afterward rejected by the Engineer.

The Contractor shall schedule inspection 24 hours in advance of their work. The Engineer will provide to the Contractor phone numbers and a contact person at the pre-construction meeting. The Contractor shall inform the Engineer of his work schedule and the hours that work will be performed. The Engineer shall approve the Contractor's schedule and hours of operation before the Contractor may begin work.

When work is scheduled and the Contractor desires to change the approved schedule, the Contractor shall contact the Engineer at least one hour prior to starting time to cancel or adjust the hours of inspection. If the Contractor fails to contact the Engineer as stated above the Contractor will be charged for four (4) hours of inspection time at the current inspection rate. This cost will be subtracted from the Contractor's monthly pay estimate.

11. SUSPENSION OF WORK

The County reserves the right to suspend Work upon all or part of this Project for the purpose of doing anything thought necessary, or for any other reason, and for such period as it may deem necessary, and the Contractor shall not be entitled to any damages on account of suspension, but the time of completion shall, if necessary, be extended by as many days as such delays lasts. Upon such suspension, the Contractor shall lay out all materials in a neat manner, provide properly for storm drainage, pedestrian and vehicular traffic, and provide means for properly protecting the Work and the public from injury or damage.

12. CHANGES IN QUANTITY OF WORK

The quantities of Work to be done, as given in the Estimated Quantities, are approximate only. The County shall have the power to alter by increasing, decreasing or deleting the quantities of Work to be done, either after or before the commencement of construction.

If such change involves the omission of any material, or Work called for by the original plans or specifications, there shall be no right with the Contractor for any claims for damage, or loss of profit, growing out of such omission. If any such involves additional material or labor, upon which the price is fixed in the Contract, that price shall govern. Any such change shall in no wise vitiate the contract or affect any of the obligations hereunder. In like manner the County may, without affecting the contract, require the Contractor to furnish materials or to do Work for which no price is given; in such case, it shall be arranged for as provided hereinafter under the heading "Extra and Unclassified Work".

If such changes result in increased or diminished expense in doing work on items, the prices of which are fixed in the contract, the Engineer shall determine an equitable adjustment of such price, basing his determination on the contract prices and, after notifying both parties of his determination, it shall be final and binding on the parties hereto.

13. EXTRA AND UNCLASSIFIED WORK

Extra work is any work in connection with the execution and completion of the contract, for which no price is included in the contract, and the doing of which can be deemed to be reasonably included in the contract, or that which is caused by an unforeseen contingency not contemplated by the contract. The Engineer shall have the right to require the Contractor to perform extra work, or to supply materials of a class not provided for, but the Contractor shall not furnish any such work or material, unless he has first been ordered to do so by the County Executive or the Board of Control or the County Council as provided by the ordinances of the County. In case the price to be paid for such work or materials cannot be agreed upon using one of the following methods, the Engineer shall determine the price which shall be allowed therefore, and when so determined, such price shall be final and binding upon both parties hereto.

The amount to be paid to the Contractor for extra Work shall be determined by one or more of the following methods:

- a) By unit prices contained in the Contractor's original bid and incorporated in the construction contract;
- b) By a supplemental schedule of prices based upon and comparable to the prices contained in the Contractor's original bid and incorporated in the construction contract;
- c) By an acceptable lump sum proposal from the Contractor; and / or
- d) on a cost-plus-limited basis not to exceed a specified limit. A cost-plus-limited basis is defined as the cost of labor, materials, and insurance, plus ten percent (10%) of the said cost to cover superintendence, general expense and profit.

14. CLAIMS AND DAMAGES

If the Contractor claims compensation for any damages sustained, or for extra work, he shall, within one (1) week after such damage is sustained or such work is done, make a written statement to the Engineer of the nature of the damage sustained, or of the work done, together with an itemized statement of the compensation claimed therefore; such statement shall be conditioned precedent to the right of the Contractor to receive any such compensation or to bring suit to recover for such damage or work.

15. DUTIES OF THE CONTRACTOR

The Contractor shall give his personal attention and supervision continuously to the faithful prosecution of the Work, shall keep the same under his personal control, and shall not assign, by power of attorney or otherwise, nor sublet the Work or any part thereof, without the previous written consent of the Engineer. He shall not, either legally or equitably, assign any of the moneys payable under this agreement, or his claim thereon, unless by and with the like consent of the County.

The Contractors shall employ only competent and skillful workmen to do the Work. Incompetent, careless or disorderly workmen or foremen, will not be permitted on the Work, and any such workmen shall be discharged immediately by the Contractor upon complaint of the Engineer, and shall not be re-employed on this contract without The Engineer's consent.

All materials used in the Work shall be of the best quality, unless notations on the plans and specifications provide otherwise, and shall conform in all respects to the requirements of the specifications. No materials shall be used unless they have been examined and approved by the Engineer or his inspectors. In case any material is rejected, the Contractor shall remove such material from the site of the Work at once, and shall not again submit it or any of it for inspection. The Contractor shall at once remove, upon the order of the Engineer, any defective materials, or Work, which may have been placed in the Project, even though such material, or Work, have previously been approved, through oversight or error, by the Engineer, and shall replace the same with acceptable materials and workmanship.

In the case of the absence of the Contractor from the Work or any major part thereof, he shall have a competent English-speaking representative, superintendent or foreman on such Work or part thereof, who shall follow without delay all instructions of the Engineer, or his assistants, in regard to the prosecution and completion of the Work, or any or all parts thereof, in conformity with this contract, and who shall have full authority to supply men, material and labor as required.

When determined necessary by the Engineer the Contractor shall provide a field office, suitably located and of ample size and accommodations, from which the Engineer's work, as well as the Contractor's Work, may and shall be handled. The Contractor shall keep a full set of plans and specifications on the Work at all time.

It shall be the duty of the Contractor to cooperate with property owners, owners of public utilities, and with other contractors of the County, in such manner and to such extent as the Engineer may determine, to the end that the interests of the County and the public may be best conserved and protected, and that there may be as little damage and inconvenience as possible, resulting from operations hereunder to such property or property owners and in the transaction of business.

The Contractor shall comply with Items 105.13, 105.14, 105.15, and 105.151 of the Standard Specifications during construction and before the project is accepted.

The Contractor shall furnish, without extra compensation therefore, such assistance as the Engineer, or his assistants or inspectors may require, in measuring in and setting stakes or marks for indicating lines, grades or levels, for measuring or determining quantities for estimates, and for handling and inspecting materials to be used on the Work, whether such materials have been delivered upon the site of the Work or are in local storage. The Contractor shall provide such facilities for weighing and measuring materials, as the Engineer may deem necessary, to secure the proper fulfillment of the provisions and requirements of the specifications.

The Contractor shall diligently protect and preserve all stakes, marks, bench marks and monuments, set or used by the Engineer, and shall be responsible for securing therefrom the proper lines, grades and levels for the structures to be built.

The Contractor shall provide the Engineer, upon request, with bills of lading, or invoices of any or all material used or to be used on this Work, and shall make accessible to the Engineer the original time-books, covering any extra work or work done on force account.

The Contractor shall keep himself fully informed of, and comply with, all existing and future laws, statutes, ordinances, rules and regulations, whether of National, State or Local force, which in any way effect the conduct of the Work to be done, the materials to be used, the persons engaged or employed on the Work, or property right. He shall at all times observe and comply, and see that all of his employees and agents observe and comply, with such laws, statutes, ordinances, rules and regulations. The Contractor shall protect and indemnify the County, their officers and agents, against any claim or liability, arising or based on the violation of any such laws, statutes, ordinances, rules or regulations, whether by himself or by his employees or agents.

The Contractor shall also inform himself as to the prevailing rates of wages on Public Improvements, current at the time this Work is in progress as provided by law.

The Contractor shall observe and comply with the specific safety requirement of the Ohio Department of Industrial Relations, and the rules of the Commission relating to construction Work are hereby made a part of these specifications.

In connection with the foregoing, particular attention is called to laws and regulations dealing with workmen's compensation, employer's liability, social security and labor laws, explosives, boilers, natural watercourses and sanitation.

The Contractor shall cause to be constructed, in such manner and at such points as the Engineer may require, necessary sanitary conveniences for the use of employees on the Work. They shall be properly secluded from public observation, shall be maintained sanitary and inoffensive at all times, and their use shall be strictly enforced. The Contractor shall provide an ample supply of pure drinking water for employees at all times, and the source of such supply shall be subject, at all times, to the approval of the Engineer.

16. INDEMNITY

The Contractor agrees,, in contracting hereunder, to assume all responsibilities for the Work, and all liabilities arising by virtue of the prosecuting of such Work, or in connection therewith, in accordance with the terms and provisions herein given.

The Contractor shall assume the defense of, save and hold harmless and indemnify the County, and its individual officers, employees and agents, from all claims for compensation or damages relating to labor or materials furnished for the Work, or to inventions or patents used, or rights pertaining thereto, from any and all claims for damages or injuries to persons or property, arising either directly or indirectly from the prosecution of the Work, or in connection therewith, or resulting therefrom. The Contractor shall assume the duty to give written notice of prospective operations to the owner, or owners, of any and all gas, sewer, water, or other pipes or conduits, poles, wires or other fixtures related thereto, fences, building, railway tracks or other public or private property, which may be endangered or affected by such operation, which notice shall be sufficiently in advance of such operations to allow such owner, or owners, ample time to protect his or their property; and whether or not such property is protected by such owner or owners, the Contractor shall assume all risk of damage thereto, and shall make good, at his own expense and to the owner's satisfaction, any property damaged by his operations, in connection therewith or as a result thereof.

The Contractor shall at his own expense, furnish, erect and maintain such barricades, fences, red lights and watchman, as may be necessary therefore, and shall properly protect all persons, animals and property against injury or damage which might result as a consequence of this Work. He assumes, hereby, all liability for injury to the Work, or any portion thereof, which may be occasioned by an action of the elements, or from any other cause, and shall replace, or rebuild, to the satisfaction of the Engineer, any and all portions of the Work which may be so injured. He shall furnish suitable housing for materials to be used, and shall protect all materials, and finished or unfinished Work, until such materials are used, and until the Work is finished and accepted.

The Contractor shall be liable for, and shall settle all claims demurrage for freight cars and under no conditions shall he make, or be allowed, extra compensation therefore.

The Contractor shall be responsible for the safety and sufficiency of the methods, appliances and plant used in prosecuting Work, and shall be liable for any or all claims arising from any thereof.

17. WAIVER OF RIGHTS

The Contractor agrees, in contracting for Work, that he has investigated, studied and verified the plans and specifications, the circumstances and conditions under which labor and materials must be supplied and the Work prosecuted and completed, and has made due allowance therefore, as well as for inaccuracy of borings and any unforeseen difficulties in the performance of the Work hereunder. He further agrees that he will not claim, and hereby

waives all rights to, damages or additional recompense, over or above the price bid for unforeseen difficulties or hindrances which may arise, other than these which may be expressly specified herein.

No act of the Engineer, or his assistants or inspectors, shall operate as a waiver of any provisions of the contract, nor shall any breach of this contract operate as a waiver of any other subsequent breach. Any and all remedies provided in this contract are cumulative, in addition to each other remedy herein provided. The mention of any specific duty liability of the Contractor, in any part of the specifications or act, shall not be construed as a limitation or restriction upon general liability or duty imposed upon the Contractor by said specifications and contract. Should any part of the Work be sublet by Contractor, such action shall in no way release said Contractor any liability or obligation hereunder, but he shall be liable for acts and negligence of any sub-contractor, and shall be responsible for the complete fulfillment of the provisions of this act the same as though no sub-contract existed.

18. INJUNCTIONS

If legal obstructions to the prosecution of the Work arise, the delay shall operate to extend the time for the completion of the part, or parts of the Work so obstructed for the length of time the obstruction continues, and no longer, but no damages shall be claimed by, or allowed to, the Contractor for any delay.

19. RIGHT-OF-WAY

Wherever it is required, as a part of the contract, to perform Work within the limits of private property, or in right-of-way, such Work shall be done in conformity with all agreements between the County and such owners, and whether or not such a condition be part of the agreement, care shall be taken to avoid injury to the premises entered, which premises shall be left in a neat and orderly condition by the removal of rubbish and the grading of surplus materials, and the restoration of said property to the same general conditions as at the time of entry for Work to be performed under this contract.

20. TERMINATION OF THE CONTRACT

If the Work to be done under this contract shall be abandoned by the Contractor, or if this contract, or any part thereof, shall be assigned, or the Work sublet by him, without the previous written consent of the County, or if, at any time any officials of the County, or employee thereof, shall become directly or indirectly interested in the contract, or in furnishing the supplies or performing the Work thereunder, or in any portion of the profit thereof, or if at any time the Contractor shall become insolvent or bankrupt, or if at any time the County shall be of the opinion that the performance of the contract is unnecessarily or unreasonably delayed, or that the Contractor is willfully violating any of the provisions of this contract; or if the Work is not fully completed within the time named in the contract; then, and in any such case, the

County may notify the Contractor to discontinue the Work, or such part thereof as may be designated by the Engineer. The Engineer will thereupon appraise and survey the Work completed according to the contract, make proper estimates of the cost of such Work and payment due the Contractor. such reports shall be forwarded to the Surety and the Contractor together with the Engineer's request for removal of the Contractor and the Engineer's recommendation of the cost of the remaining Work and his recommendation for final disposition and dissolution of this contract.

All expenses incurred by the County and chargeable under these clauses, or by virtue of this contract, shall be deducted and retained by the County out of any moneys then due, or to become due the Contractor under, and by virtue of, this contract or any part thereof. In case such expense shall exceed the amount which would have been payable under the contract, if the same has been completed by the Contractor, the Contractor, or his sureties, shall pay the amount of such excess to the County; but should such expense be less than the amount payable under this contract, if the same has been completed by the Contractor, he shall receive the difference, but shall not be entitled to damages for not being allowed to complete the Work himself.

The Contractor, when required, shall furnish the County with satisfactory evidence that all persons who have done Work for, or furnished materials to the Contractor, for the Work on this Project, or have suffered damage in connection therewith, have been fully paid or secured. Upon completion of the Work the Contractor, shall furnish the County with a sworn statement and shall produce receipted bills, or other evidence required as proof thereof, that all persons having had lawful claims for Work done, or materials furnished, or damages incurred by reason of this Project, have been fully paid or secured. In case such evidence is not furnished as required, such amounts, as the County Executive shall consider necessary to meet such lawful claims shall be retained by the County from the monies otherwise due said Contractor under this contract until the aforesaid claims shall have been fully satisfied by the Contractor, or in case of failure of the Contractor to do so, the County shall use such amounts to satisfy such claims free and clear of any obligations to the Contractor.

21. FINAL APPROVAL & ACCEPTANCE

The County Executive's approval of the final estimate for the Work done shall constitute the acceptance of the completed Work.

22. Payments

The payment for Work done, under any item contained in the proposal, or in any supplemental contract, shall cover the furnishing of all labor and materials necessary to the construction and completion of such items as specified, including any and all necessary excavation, removal of loose or unsound concrete, pavement, railings, or any other materials, whether earth, sand, rock, muck, timber or old structures, as well as pumping, draining, maintaining of flow in existing sewers and drains, sheeting, bracing, coffer-damming, back-filling, constructing,

embankment, removal of surplus materials, restoration of streets and roads, and cleaning up the site of the Work, except when, and as, otherwise specifically provided in this Contract.

On or about the first day of the month, the Contractor shall submit to the Engineer, one original and one copy of an invoice on a form as prescribed by the County. The invoice shall detail all Work performed and shall be in an amount equal to the total cost at contract rates for all Work performed less any and all amounts previously paid and less retainage as applicable pursuant to sections 153.12, 153.13, 153.14 and 153.63 of the Ohio Revised Code.

If the County approves the invoice, the County will within thirty (30) days thereafter, pay to the Contractor the invoice amount due. If the County does not approve the invoice submitted by the Contractor, the County will advise the Contractor of the reason for such disapproval within ten (10) days of receipt of said invoice and no amount will be due and payable to the Contractor until the reasons for the disapproval are remedied to the satisfaction of the County.

Such payments shall not operate as an acceptance of the Work done, and no Work shall be accepted until all of the Work contracted for is fully completed, or as otherwise provided in this contract. All prior partial estimates and payments will be subject to correction in the final estimate.

23. PAYMENTS; LAST PAYMENT TO TERMINATE LIABILITY OF THE COUNTY

No persons, or corporation, other than the signer of the contract as Contractor, has now any interest hereunder, and no claim shall be made or be valid, and neither the County, nor its agents, shall be liable for, or held to pay any money, except as provided.

The County shall pay, and the Contractor shall receive, the prices herein stipulated, as full compensation for everything furnished and done by the Contractor under this contract, including all incidental Work required but not specifically mentioned, and also for all loss, or damage, arising out of the nature of the Work aforesaid, or from the action of the weather, floods, or from any unforeseen obstruction, or difficulty, encountered in the prosecution of the Work, and for all risks of every description connected with the Work, and for all expenses incurred by, or in consequence of, the suspension or discontinuance of the Work, as herein specified, and for well and faithfully completing the Work, and the whole thereof, as herein provided, together with the remedying of all defects.

The acceptance by the Contractor of the last estimate, made as aforesaid, shall operate as a release to the County and its agent, from any and all claims relating to the Work of any nature whatsoever.

24. INADEQUACY OF SURETY

If, at any time after execution and approval of this contract, and the performance bond required by the contract documents, the County Executive shall deem any of the sureties upon such bond to be unsatisfactory, or if, for any reason, such bond shall cease to be adequate security for the

IV. INSTRUCTIONS TO BIDDERS

1. SUBMISSION OF BID

Electronic bids will be received by Bid Express for County of Summit Public Purchasing, at www.bidexpress.com, on or before the advertised bid date, as extended, for all labor, materials, equipment, supervision, coordination and other things necessary for the full and complete performance of the project described by the accompanying advertisement (herein referenced as the “Project”).

You must be registered as a vendor to download the bid documents. Please register at no cost at www.bidexpress.com. It can take up to 24 hours for your account to become active.

If you need additional assistance, please call the Technical Success – Bidding team at 888-352-2439, available Monday – Friday from 7:00 am – 8:00 [(EST). You can also email the team at support@bidexpress.com.

2. STANDARD SPECIFICATIONS AND TERMS

The Construction & Material Specifications of the State of Ohio, Department of Transportation (latest edition as of the date of advertisement), including but not limited to the terms, conditions, covenants and definitions recited in “General Provisions” [Section 100] thereof, shall govern any contract awarded under these bid instructions. Said Construction & Material Specifications shall be referenced as the “Standard Specifications” or the “C&M Specifications” herein. The specifications, requirements, terms, conditions and covenants of these instructions and of other bid documents shall control over conflicting terms found in the Standard Specifications.

Wherever the following terms appear in the Standard Specifications, said terms shall have the following meaning herein:

- A. The terms “State”, “State of Ohio”, “Department” or “Department of Transportation” refer to the County of Summit, State of Ohio, acting through its authorized representatives. The County of Summit may be referenced as the “County” or the “Owner” herein.
- B. The term “Director” refers to Alan Brubaker, P.E., P.S., Summit County Engineer.
- C. The term “Laboratory” refers to such testing laboratory or consultant as shall be designated by Alan Brubaker, P.E., P.S., Summit County Engineer, or by his duly authorized representative.
- D. The term “Engineer” refers to Alan Brubaker, P.E., P.S., Summit County Engineer, or to his duly authorized representative.

A numerical designation for an “item” referenced herein refers to the description of said item number as provided by the Standard Specifications.

Bidders are specifically referred to the definitions provided by section 101.03 of the Standard Specifications. Any undefined trade and technical words and terms shall be deemed to have the meaning established by trade usage in the highway/bridge construction and consultant engineer business.

3. FORM OF BID

Bids shall be submitted electronically and also any attached blank forms, designated for such purpose. These forms must be completed intact, without removal of any part, must recite the full name of the party making the bid, and must be properly signed.

In each blank marked “unit price”, bidders are required to provide a bid price per referenced unit for the requested materials, labor or equipment, or referenced combination thereof. Failure to provide a price for each unit price item will render the bid informal, at the County’s discretion. An extended unit price is calculated by multiplying the bidder’s unit price entries times their respective approximate quantities. The resultant extended unit price figures, in addition to any lump sum prices, are added to calculate the amount of each bid.

The unit prices and lump sum prices provided by each bidder shall govern the award of contract. If an error is made in the extension of unit prices, or in the addition of the unit and lump sum prices, the accurate extended unit prices and total shall govern.

Approximate quantities provided by the bid documents are approximations only. The County reserves the right to eliminate, increase or decrease the actual quantity of any unit price item, or to non-perform any lump sum item.

4. BIDDER QUALIFICATIONS

Each bidder shall complete all bidder qualification information requested by the bid documents, and shall furnish such evidence of qualifications as is required thereby.

In addition, each bidder who has not entered into a contract with the County of Summit Engineer during the last five (5) calendar years, must provide evidence of:

- A. Five (5) years of experience in the performance of the type and magnitude of work required hereby; and
- B. Sufficient financial resources to commence and maintain the Project work; or
- C. A current pre-qualification certificate with the Ohio Department of Transportation, as referenced by section 102.01 of the Standard Specifications and by Chapter 5525 of the Ohio Revised Code, covering the type of work required hereby.

5. EXAMINATION OF SPECIFICATIONS, SITE, ETC.

All bidders will be held to have carefully read the bid documents and all materials referenced thereby, to have visited the Project site, and to have thoroughly acquainted themselves with all conditions pertaining to the work.

The bidder must exercise individual judgement as to the extent of the work to be done, and agree to fully complete the work or deliver equipment or materials in accordance with the specifications for the price bid.

6. BID GUARANTEE

Each bid shall be accompanied by a bid guarantee, in the form of a bid bond, a certified check or a cashiers check, in conformity with the requirements of ORC section 153.54 (A) and (B) and 153.571. If a bid bond is used, the bond shall be in the full amount of the bid and signed by a surety company authorized to do business in Ohio, and accompanied by the surety's power of attorney affirming said signature. If a certified check or cashiers check is used, the instrument shall be drawn on a solvent bank in an amount not less than three percent (3%) of the bid. The bid guarantee shall be given as security that, if the bid is accepted, a contract will be executed in conformity with the bid. Bids less than fifty thousand dollars (\$50,000.00) shall not require a bid guarantee.

A copy of the signed bid bond or check must be included with the electronic bid submission. The signed original must be received within three business days addressed to: Shannon McNulty, Central Purchasing Office, 175 S. Main St., Room 742, Akron, Ohio 44308.

The bid guarantee of the successful bidder will be returned upon execution of the contract.

Bid guarantees of unsuccessful bidders will be returned upon a written request submitted to the Engineer's Office.

7. UNACCEPTABLE BIDS

No bid will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the County of Summit upon any debt or contract, or that is in default as surety or otherwise, upon any obligation to the County, or has failed to perform faithfully any previous contract with the County or has been debarred by the County from consideration for contract awards .

8. ACCEPTANCE OR REJECTION OF BIDS

- 1) Pursuant to Summit County Codified Ordinance 177.02(a), a contract shall be awarded to the lowest responsive and responsible based on the base bid and any accepted alternates. In order for any bidder submitting a bid for a construction contract under this Section to be considered responsible, the bidder shall meet each of the following criteria per 177.14(C):
 - (1) The Contractor shall identify three (3) public works projects that are each within seventy five percent (75%) of the bid estimate for the Public Project that were successfully completed by the contractor within the last five (5) years.
 - (2) The contractor shall certify that it will employ supervisory personnel on the Public Project that have five (5) or more years' experience in the specific trade needed for the Public Project.
 - (3) The contractor shall certify that, in the last five (5) years, it has not been penalized or debarred from any public works project for certified payroll records violations or any violations of the Fair Labor Standards Act.
 - (4) The contractor shall certify that it has not been debarred from any public works project for any prevailing wage violations; or been found (after all appeals) to have violated prevailing wage laws more than three (3) times in the last five (5) years.
 - (5) The contractor shall certify that it is in compliance with Ohio's Drug Free Workplace Program, including but not limited to, maintaining a substance abuse policy that governs its personnel who will work on the Public Project and shall provide evidence of the same.
 - (6) The contractor shall certify that it has not been debarred from any public contract, federal, state, or local, in the past five (5) years for any reason other than those set forth in subsections (3), (4) and (5), above.
 - (7) The contractor, for a licensed trade contract or fire safety contract shall certify that the contractor is licensed pursuant to Chapter 470 of the Ohio Revised Code as a heating, ventilating and air conditioning contractor, refrigeration contractor, electrical contractor, plumbing contractor, hydronics contractor or certified by the State Fire Marshal pursuant to Section 3737.65 of the Ohio Revised Code, and shall provide evidence of the same.
 - (8) The contractor shall certify that it has not had any professional license revoked in the past five (5) years in the State of Ohio or any other state.
 - (9) The contractor shall certify that it has no final judgments against it that have not been satisfied at the time of certification.
 - (10) The contractor shall certify that it has complied with all applicable unemployment and workers compensation laws for the three (3) years preceding the date of its certification.
 - (11) The contractor shall certify that it will notify the Income Tax Authority of the city, village, township, or joint economic

development district where the Public Project is located, prior to beginning work on the Public Project, of any independent contractor(s) or subcontractor(s) and/or IRS form 1099 employee(s) that will be used on the Public Project.

- (12) The contractor shall certify that it will use construction employees on the Public Project who were trained in a state of federally approved apprenticeship program, or who are currently enrolled in a state or federally approved apprenticeship program, or who have at least four (4) years of experience in their particular trade.
- (13) The contractor shall certify that it and its subcontractors or any other contractor performing work on the Public Project pursuant to a contract with the contractor shall pay the prevailing wage rate and comply with the other provisions set forth in Ohio's Prevailing Wage Law, R.C. 4115.03 through 4115.16 and O.A.C. 4101:9-4-01 through 4101:9-4-28. This includes, but is not limited to, the filing of certified payroll reports.
- (14) The contractor shall certify that it will make its best effort to secure and utilize construction employees primarily from Summit County and secondarily from counties that are contiguous to Summit County. In the event the DFA is financing a Public Project in another county, the contractor shall certify that it will make its best effort to secure and utilize construction employees primarily from the County in which the Public Project is situated and from contiguous counties.

In order to ensure that a bidder meets and will continue to meet the above criteria during the term of the construction project, any person or entity submitting a bid shall include in that person or entity's bid an affidavit certifying that it meets each of the above criteria, will continue to meet each of the above criteria during the term of the construction contract, and shall attach to said affidavit any information or documents required by said criteria. A notice of the above criteria shall be included with the plans and specifications for the project to be constructed that are made available to any potential bidders. Additionally, the contract entered into between the County and the prevailing bidder shall contain provisions requiring the prevailing bidder to abide by said criteria during the term of the contract.

- B. The County of Summit and the County of Summit Engineer reserve the right to reject any and all bids, and any part or parts of any bid, and also the right to waive any informality in the bid. The County and the Engineer have the right to hold bids for up to sixty (60) days. In awarding a contract, the County has the right to consider all elements in determining the responsibility of the bidder. Any bid which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind, may be rejected.

9. WITHDRAWAL OF BIDS

The submitter of any bid deposited with the Engineer may request, in writing, to withdraw the bid within five business days of the opening. This request may be approved and collection of the bid bond may be waived at the discretion of the Engineer.

10. BIDDER PREFERENCES

A. Local Preference: Summit County Codified Ordinance 177.03

Summit County has established a “Local Preference” for construction contracts by Codified Ordinance 177.03. Local preference is given to bidders that have an established principal place of business in either Summit County or the State of Ohio. This principal place of business must have been established for at least the two (2) successive calendar years prior to the bid opening date.

A bidder having established its principal place of business in Summit County may be preferred as lowest if its bid does not exceed by more than three percent (3%) that of the apparent lowest bidder or thirty thousand dollars (\$30,000.00), which ever is less.

A bidder having established its principal place of business in the State of Ohio may be preferred as lowest if its bid does not exceed by more than two percent (2%) that of the apparent lowest bidder or twenty thousand dollars (\$20,000.00), which ever is less.

To qualify for local preference, bidders must state on the bid form their principal place of business and the date of establishment. Each bidder shall have only one principal place of business. Local preference may only be applied in considering the lowest bid and shall not waive or nullify evaluation of which bidders are responsive and responsible. In no event shall any local preference granted herein exceed a maximum of three percent (3%) or Thirty thousand dollars (\$30,000.00), whichever is less.

B. Disadvantaged Business Preference: Codified Ordinance 177.04

Summit County has established a “Disadvantaged Business Preference” for construction contracts by Summit County Codified Ordinance 177.04. Disadvantaged Business Preference is given to bidders who have submitted proof of certification as a “disadvantaged business” as provided by said Ordinance prior to the advertisement for bids or other announcement for quotes by the County. To be eligible for this preference, bidders must actually perform the advertised work or supply the advertised goods or services themselves, without the use of subcontractors other than certified disadvantaged businesses. No person, with purpose to obtain a bid preference as a disadvantaged business, shall knowingly misrepresent ownership, control, operation or participation in the operation of a disadvantaged business, subject to the penalties specified in Section 177.04(h) of the Codified Ordinances and such other penalties or remedies as are provided at law.

Bids from disadvantaged businesses may be preferred as lowest if their bid does not exceed by more than three percent (3%) the apparent lowest bid or thirty thousand dollars (\$30,000.00), whichever is less. The disadvantaged business preference shall not apply where prohibited by State or Federal law or regulation.

C. Cumulative Preferences

All preferences applied shall only be applied in considering the lowest bid and shall not waive or nullify evaluation of which bidders are responsive and responsible. In no event shall all preferences granted cumulatively exceeding thirty thousand dollars (\$30,000.00).

11. DOMESTIC STEEL

DOMESTIC STEEL USE REQUIREMENTS AS SPECIFIED IN SECTION 153.011 OF THE OHIO REVISED CODE APPLY TO THIS PROJECT. COPIES OF SECTION 153.011 OF THE REVISED CODE CAN BE OBTAINED FROM ANY OF THE OFFICES OF THE STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES OR FROM THE OFFICE OF THE ENGINEER/GENERAL COUNSEL, SUMMIT COUNTY ENGINEER.

12. STATE OF OHIO PREVAILING WAGE RATES

All wages paid to employees on the work site shall be paid at the prevailing wage rate of wages for the class of work called for under this agreement. The prevailing wage rate for such wages shall be determined in accordance with Ohio Revised Code Chapter 4115, except for any employees who are covered by a collective bargaining agreement in existence prior to the date of this contract, who shall be paid the rate of pay provided for under such an agreement. The bidder agrees to provide the County with full and complete documentation of payment records.

The bidder agrees to provide the County with a contact person, a telephone number, a mailing address and if available, an electronic mail address for purposes of giving notice to the bidder of any changes in prevailing wage rates. Where an electronic mail address is given, the bidder agrees that the use of that method by the County satisfies any notice requirements of any change in prevailing wage rates that it may have under Ohio Revised Code Chapter 4115.

The bidder further agrees that upon receipt of notice from the County of any changes in prevailing wage rates to immediately inform all subcontractors with whom it has contracted of such changes. The bidder agrees to defend and indemnify the County, its elected officials, agents and employees, against all claims, actions, demands, judgments, settlements, damages, liabilities, losses, and costs of any kind, including, but not limited to, reasonable fees of attorneys and experts, arising from or related to the bidder's failure to inform its subcontractors of changes in prevailing wage rates upon notice from the County of such changes.

13. OTHER REQUIREMENTS FOR SUCCESSFUL BIDDERS

- A. Bidders shall include in their proposals the cost of all licenses, permits, certificates, etc., required for the performance of the Project work or relating to the performance of contracts.
- B. A one hundred percent (100%) Performance Bond based on the bid and/or contract amount, in conformity with the requirements of ORC section 153.54 (C) and 153.57, must be submitted within ten (10) days after receipt of notification of award. A Maintenance Bond in the amount of ten percent (10%) of the final contract amount, extending coverage for one (1) year beyond the acceptance date of the completed Project, must be provided by the bidder/contractor as a prerequisite to final payment. Said Maintenance Bond shall assure the repair and/or correction of any defects or omissions in the Project work. Bidders must include the cost of both bonds in their bids.
- C. Bids must include the cost of insurance coverage of the type and in the amounts set forth by section 107.12 of the Standard Specifications and by any special bid documents. Prior to commencement of work, the bidder/contractor must provide the Engineer with a certificate of insurance, naming the County as an additional insured and providing that thirty (30) days' notice to the County is required before coverage may be cancelled.
- D. Successful bidders must furnish a copy of a current State of Ohio Certificate of Worker's Compensation, with replacement certificates required in the event of expiration or cancellation during the performance of the Project. The bidder/contractor agrees to indemnify and hold the County harmless from any claim arising from or related to an employee's or subcontractor's employee's Worker's Compensation claim.
- E. The successful bidder must review and comply with State, federal and local laws and regulations relating to discrimination and equal employment opportunity, including but not limited to any special requirements or instructions provided by forms provided with this bid. Questions relating to EEO requirements should be directed to Director of Administration/ Operations, Office of the Summit County Engineer, 538 E. South Street, Akron, Ohio 44311.
- F. The County of Summit is exempt from all sales, excise, and transportation taxes, with the exception of State of Ohio gasoline tax. Bid prices shall exclude all such taxes.
- G. A "Declaration of Personal Property Tax Delinquency" form must be fully executed and notarized pursuant to Ohio Revised Code Section 5719.042, before an award can be made.
- H. Successful bidder must furnish the County with a taxpayer identification number. The Internal Revenue Code requires the County to file an information return each January 31st on all payments made the previous year of \$600.00 or more. As required by

Section 3406 of the Internal Revenue Code (26 U.S.C. 3406), the County shall withhold federal taxes at a rate of thirty-one percent (31%) if a correct taxpayer identification number is not provided. Back-up withholding requirements continue until the required information is received.

- I. The bidder, its employees, agents, representatives, and any other party working on its behalf, shall comply with all applicable terms of the Occupational Safety and Health Act, 29 U.S.C. 651 et seq. and any applicable related regulations, including, but not limited to, those stated in 29 CFR 1910.01-1910.1450, as amended, and 29 CFR 1926.1-1926.1152, as amended, and shall comply with all applicable terms of Ohio Revised Code Chapter 4167, as amended, and any applicable related regulations under the Ohio Administrative Code, as amended. This compliance shall include, but shall not be limited to, at a minimum, providing all employees working on the project with the necessary training before the work is performed, and providing all safeguards, safety devices, and protective equipment. The bidder further shall take any and all other actions reasonably necessary to protect the life and health of employees of the bidder and of the County and to protect property in connection with the performance of the work for this Project.
- J. In connection with the Environmental Protection requirements of Standard Specification section 107.19, the bidder is specifically required to comply with air pollution regulations of the Ohio Environmental Protection Agency. Questions regarding those regulations should be addressed to the Akron Regional Air Quality Management District, 146 South High Street, Akron, Ohio 44308, telephone number 330/375-2480.
- K. The bidder/contractor shall indemnify, defend and save the County harmless from all claims or liabilities of any type or nature to any person, firm, or corporation arising from, resulting from, or attributable to the work done by the bidder itself or acting with or through others. The obligations shall be those set forth by section 107.12 of the Standard Specifications. In the event an action is brought against the County or any of its agents or employees, arising out of the bidder/contractor's work on the Project, the bidder/contractor shall assume full responsibility for the defense thereof. Should the bidder/contractor neglect, fail or refuse to do so after notice, the County reserves the right to defend such action and to charge all costs, including those for legal counsel, to the bidder/contractor.

SCOPE OF WORK

This project includes improvements for the Idle Brook Bankfull Wetlands. Work includes creation of five (5) bankfull wetlands: two (2) along West Fork, two (2) along Yellow Creek, and one (1) along Idle Brook, and all site restoration. The Work shall be performed for the Owner in accordance with the Contract Documents. The Work includes, but is not limited to, maintenance of flow, excavation, rock placement, vegetation establishment, and restoration.

Contract Completion date is December 30, 2027

Engineer's Estimate; \$2,156,650.00

25. SUMMIT COUNTY SUPPLEMENTAL SPECIFICATIONS

The estimated clearing and grubbing quantity is included for information purposes only and will not be field measured for payment. This information is not intended as representations or warranties of accuracy regarding conditions and quantities. The County will assume no responsibility for interpretations or conclusions drawn from this information. The estimated quantity is ~34,612 SY.

The estimated earthwork quantity is included for information purposes only and will not be field measured for payment. This information is not intended as representations or warranties of accuracy regarding conditions and quantities. The County will assume no responsibility for interpretations or conclusions drawn from this information. The estimated quantity is ~48,030 CY.

The estimated wood/brush quantity is included for information purposes only and will not be field measured for payment. This information is not intended as representations or warranties of accuracy regarding conditions and quantities. The County will assume no responsibility for interpretations or conclusions drawn from this information. The estimated quantity is ~3,700 CY.

CONSTRUCTION ZONE POLICY REVISED July, 2003

All work performed on a bridge or within the right-of-way of a street or highway under the jurisdiction of the County of Summit Engineer shall be subject to all requirements of Part 7 (Construction and Maintenance Operations) of the "Ohio Manual of Uniform Traffic Control Devices". A road-opening permit is required for all work that is not part of a contract with the County of Summit Engineer. Under no circumstances shall a permit be issued until a completed "Notice of Traffic Disruption" form has been returned to the County of Summit Engineer's office a minimum of three (3) working days prior to the desired start of a project. The form shall be accompanied by a sketch showing all applicable signs, barricades, lights, etc.

In addition to these requirements, the following specifications shall apply at all times.

ITEM 1) OPERATIONS IN ROADWAY

Any and all operations which result in either the interruption or shifting of traffic into an adjacent travel lane shall be prohibited unless said traffic is safely directed around said operation in compliance with the OMUTCD. In effect, any operation causing this stoppage/shifting shall be interpreted as the closing of the lane and must be treated as such following all applicable sections of Part 7 of the OMUTCD.

ITEM 2) EXCAVATION WITHIN EIGHT (8) FEET OF PAVEMENT

All excavation within eight (8) feet of the pavement edge shall be backfilled to existing grade by the end of the working day said excavation was begun. Only with the express written consent and traffic control approval of the County Engineer's Office may excavation of this nature be permitted to remain open beyond the end of the workday. In no event shall the existence of this condition be acceptable at the end of the following day's work. This work shall not begin until all equipment and material required to complete all work within this eight (8) feet is on-site.

ITEM 3) EXCAVATION WITHIN THE PAVEMENT

Under no circumstances shall any excavation, which encroaches upon the pavement edge, begin until the following conditions have been met.

- A) Expressed written consent of the County of Summit Engineer's Office has been obtained.
- B) Steel plate(s) (capable of spanning the entire excavated pavement and supporting traffic) and "Bump" signs with "mph" advisory speed signs are on the job site;
or
arrangements have been made and verified assuring "night lane closure" traffic control as defined by Item 4 of these specifications.
- C) All equipment and materials required to complete all work being started in and within eight (8) feet of the pavement is either on-site or arrangements have been made for its delivery to the site within two (2) hours of a call for same.

ITEM 4) NIGHT LANE CLOSURE

A night lane closure shall be considered only when it is determined that no feasible means of maintaining the full pavement width free of obstruction is available.

- A) A night lane closure of a multi-lane road shall require traffic control devices as shown in Figure C-21 of OMUTCD using appropriate left or right lane signing. County Engineering Traffic Safety Department must be contacted for approval of job-site traffic control.
- B) A night lane closure of a two-lane road shall require traffic control devices as shown in Figure C-18 with the substitution of at least one law enforcement officer and a cruiser with operating light-bar for the flag person and work vehicle. The required number of officers/cruisers shall be as determined by the County of Summit Engineer's Office. The taper shown in advance of the jobsite shall be no longer than fifty (50) feet and shall utilize drums of acceptable design as opposed to cones.

ITEM 5) EQUIPMENT AND MATERIAL STORAGE

The following storage/stockpiling regulations shall be in effect at all times throughout the duration of the project. All references to "STOCK" shall apply to all equipment, machinery, materials and supplies associated with the work being performed.

- A) No materials or supplies shall be placed between the ditch-line and the pavement or within ten (10) feet of the pavement if little or no ditch exists unless the material/supplies are to be used at that moment. All excess materials/supplies are to be moved to satisfy this off-set criteria immediately upon suspension of work.

- B) At the end of each workday, all “STOCK” within twenty (20) feet of the pavement edge shall be clearly delineated with drums/barricades spaced at a maximum of fifty (50) feet intervals (two (2) drum/barricade minimum).

ITEM 6) EXCAVATION SITE PROTECTION

Open excavations shall be protected with drums/barricades spaced at a distance not to exceed the distance from the pavement edge to the excavation at all times work is not actively engaged in any certain part of same. This shall apply to all excavated areas within the right-of-way. Excavated materials not immediately removed from the site shall be treated as per “Item 5) Equipment and Material Storage”.

ITEM 7) FULL ROAD CLOSING

Under no circumstances shall any road be completely closed to through traffic without the approval of the traffic engineering department and the expressed written consent of Alan Brubaker, P.E., P.S., County of Summit Engineer.

The issuance of these rules does not preclude this office from requiring additional traffic control. Any failure to comply with these or any supplemental rules will result in the job being shut down and the road opening permit being revoked. Any work without a permit is a violation of the Ohio Revised Code.

**SPECIFICATION
ITEM 614**

MAINTAINING TRAFFIC:

Except as herein modified and supplemented, the specifications contained in ITEM 614 of the “State of Ohio Department of Transportation Construction and Material Specification (latest edition)” shall govern this project.

GENERAL:

1. Unless specifically authorized by the Engineer, no roadway(s) associated with this project shall be closed to thru vehicles and two-way traffic shall be maintained at all times.
2. The Contractor shall be responsible at all times for providing, erecting and maintaining signs, drums, barricades, etc... for the maintenance of traffic and the safety of his work zone.
3. Maintenance of traffic shall conform to the requirements of the “County of Summit Engineer Construction Zone Policy (Revised July of 2003)” and the “Ohio Manual of Uniform Traffic Control Devices (latest edition)”.
4. The Contractor shall post “Road Construction-Traffic Maintained” signs (OW-4) at the project limits and at each intersecting roadway within the project limits a minimum of twenty-four (24) hours prior to starting work.

5. Should the Engineer authorize the closing of the road to thru traffic, the Contractor shall provide, install and maintain all barricades, lights, warning signs and detour signs required to close the road and detour traffic on the approved detour route. Local access to all properties within the project limits shall be maintained at all times. The contractor shall remove all detour signs immediately upon opening the road to thru traffic.
6. The Contractor shall provide the Engineer a minimum of forty-eight (48) hours prior notice of his intent to begin construction so that the public, emergency services and schools can be notified of the traffic disruptions and personnel can be assigned to the project.
7. Should work be suspended, the Contractor shall provide the Engineer with adequate notice to reassign personnel and to make the above notifications.

BASIS OF PAYMENT:

Payment for the maintenance of traffic, including all labor, materials, equipment and incidentals required to comply with the above specifications shall be at the contract price for:

ITEM 614 – LUMP SUM – MAINTAINING TRAFFIC

SECTION 01 01 00

SPECIAL CONDITIONS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Special conditions for the project

1.02 RELATED SECTIONS AND DIVISIONS

- A. Applicable provisions of Division 1 shall govern work in this section.
- B. Section 01 14 00 – Control of Work

1.03 CONTRACTOR QUALIFICATIONS

- A. The Contractor, including the Project Manager onsite, shall have appropriate technical experience on similar projects. This includes restoration experience within the past three (3) years, including but not limited to, mass earthwork, installation of rock structures, and successful vegetation establishment.
- B. The Contractor shall maintain a permanent place of business; have adequate construction facilities and equipment available for the work under the proposed contract; a suitable financial status to meet obligations incidental to the work and have in their employ a sufficient number of skilled and trained workers to carry to completion, within the contract time, the work to be done under this contract.
- C. The Contractor and/or subcontractors shall meet the installer qualifications in Section 32 92 00 “Live Stakes,” Section 32 92 19 “Seed and Mulch”, and Section 32 93 00 “Trees and Shrubs”.

1.04 TIME OF COMPLETION AND LIQUIDATED DAMAGES

- A. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to substantially complete the Work by February 14, 2027. Final Completion shall be achieved by March 14, 2027. The Contractor further agrees to pay as liquidated damages as provided in Article 6 of the General Provisions.
- B. Delays and extensions of time shall be per Article 7 of the General Provisions. It is recommended that the Contractor keep records of all adverse weather delays to support extension requests.

1.05 TEMPORARY FACILITIES AND CONTROLS

- A. Temporary facilities shall conform to Article 14 the General Provisions.
- B. The location of the field office, if used, shall be located in an already cleared area, agreed upon at the pre-construction meeting.
- C. A project sign is not required on this project.

- D. Temporary access to the site shall be from N. Hametown Road, per the Drawings.
- E. Material storage locations shall be located in proposed disturbed areas. Additional locations may be approved by the Owner or Engineer.
- F. See Section 01 14 00 "Control of Work" for proper trash disposal and project cleaning guidance.

1.06 WORK SCHEDULE

- A. Work shall only take place during typical work hours on weekdays (Monday through Saturday, 7AM to 7PM).
- B. Night and Sunday work shall conform to Article 8 the General Provisions.

1.07 PROGRESS MEETINGS

- A. A pre-construction conference will be held at a date and time agreeable to the Owner, Engineer, and Contractor.
- B. Construction progress meetings shall be held on the job site at an assumed rate of once per month during active construction.
- C. The Owner shall prepare and distribute the agenda and sign-in sheet in advance and will conduct the meeting.
- D. The Owner shall prepare and distribute minutes following the meeting.
- E. The Contractor shall be prepared to discuss the following: description of major categories of work accomplished and anticipated work in the next 30 days, status of required inspections and testing, summary of significant projects, coordination status, and safety and accident issues.

1.08 QUANTITIES

- A. Measurements and quantities of material that may be provided are for convenience only and have been listed on the Bid Form and in Section 01 20 00 "Measurement and Payment" for select lump sum items.
- B. The Contractor shall be responsible for verifying all measurements to their own satisfaction and furnishing whatever quantity of materials necessary to construct the project in accordance with the Contract Documents. There will be no adjustment in the contract sum for any additional amount of types of materials in addition to those listed.

1.09 COORDINATION WITH UTILITIES

- A. The Owner has been in coordination with First Energy regarding soil placement and stabilization of excess excavated material from the project. First Energy owns parcel 0407418, which is immediately east of the project and extends to the eastern side of Crystal Lake Road. As part of the coordination, the Engineer has developed potential soil placement grading plans for the portion of the First Energy parcel located to the east of Crystal Lake Road. At the time of

- bidding, coordination is still ongoing, and a status update will be provided by the Owner at the pre-bid meeting. Depending on First Energy input, anywhere from ~5,800 CY to ~48,000 CY of material could potentially be placed on the First Energy parcel.
- B. The Owner has been in coordination with Enbridge Gas Ohio (EGO) regarding access through the high-pressure natural gas transmission easement on the property. The Contractor shall utilize appropriate crossing techniques (i.e. airbridge) and/or provide a surface loading assessment prior to crossing. Additionally, potholing of the pipeline for positive depth identification is required by EGO and shall be performed by the Contractor.
 - C. The Contractor shall comply with the requirements provided in the documentation provided immediately after this section.
 - a. Enbridge Gas Ohio restrictions and easement packet
 - b. Enbridge Gas Ohio Short Notice Conflict Letter
 - c. First Energy Right of Entry Agreement, which must be signed by Contractor should soil placement on parcel 0407418 occur.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 PROJECT PHASING

- A. The project will be completed in a phased manner. The excavation of the wetland cells will be completed ahead of the armored connections to the streams. Once vegetation has been established within the wetland cells approved by the Engineer, the armored wetland connections to the streams may be constructed.

3.02 WORK PREVIOUSLY COMPLETED

- A. In order to comply with the unoccupied period for endangered bats, large-diameter trees within the project area have been felled.

3.03 PROJECT SITE SECURITY AND ACCESS

- A. The Contractor shall have the sole responsibility of safeguarding the Project and the public. Site security measures shall include safeguards against attractive nuisance hazards as a result of

construction activity. The Contractor shall at all times be responsible for the security of the Work including materials and equipment. The Owner will not take any responsibility for missing or damaged equipment, tools, or personal belongings. The Contractor shall have the sole responsibility of safeguarding the Work and the Site throughout the duration of the Project.

- B. The Contractor shall not disturb any adjacent properties, which are not part of the project.

END OF SECTION 01 01 00

ENBRIDGE GAS OHIO

Please be informed that The East Ohio Gas Company's trade name is Enbridge Gas Ohio ("Enbridge")

RESTRICTIONS

On land that Enbridge holds various rights for its Gas Wells, Metering and Regulating facilities, Transmission, Storage, Gathering and/or Distribution Pipelines, based on the rights held by Enbridge, and maintaining compliance with Enbridge Gas Ohio's, State and Federal codes, regulations, and laws.

For Enbridge Gas Ohio's transmission, storage, gathering and distribution pipeline's operating previously or currently at 100 psig or higher (being high pressure pipelines), the EASEMENT area in general is considered to be 60 feet wide, on, over, under and 30 feet on each side of the pipeline(s) centerline, unless specifically defined otherwise. For Enbridge's distribution pipelines operating at less than 100 psig, the EASEMENT area in general is considered to be 20 feet wide, on, over, under and 10 feet on each side of the pipeline(s) centerline, unless specifically defined otherwise. If multiple pipelines exist paralleling each other, the EASEMENT area is increased in width by the distance between the pipelines. Enbridge's EASEMENT area in general is considered to be a 100 foot radius around Enbridge's gas wells and a 100 foot radius around Enbridge's brine/oil tanks. Enbridge's EASEMENT areas for its access driveways to said facilities is considered in general to be 20 feet wide, on, over, under and 10 feet each side of the driveway's centerline.

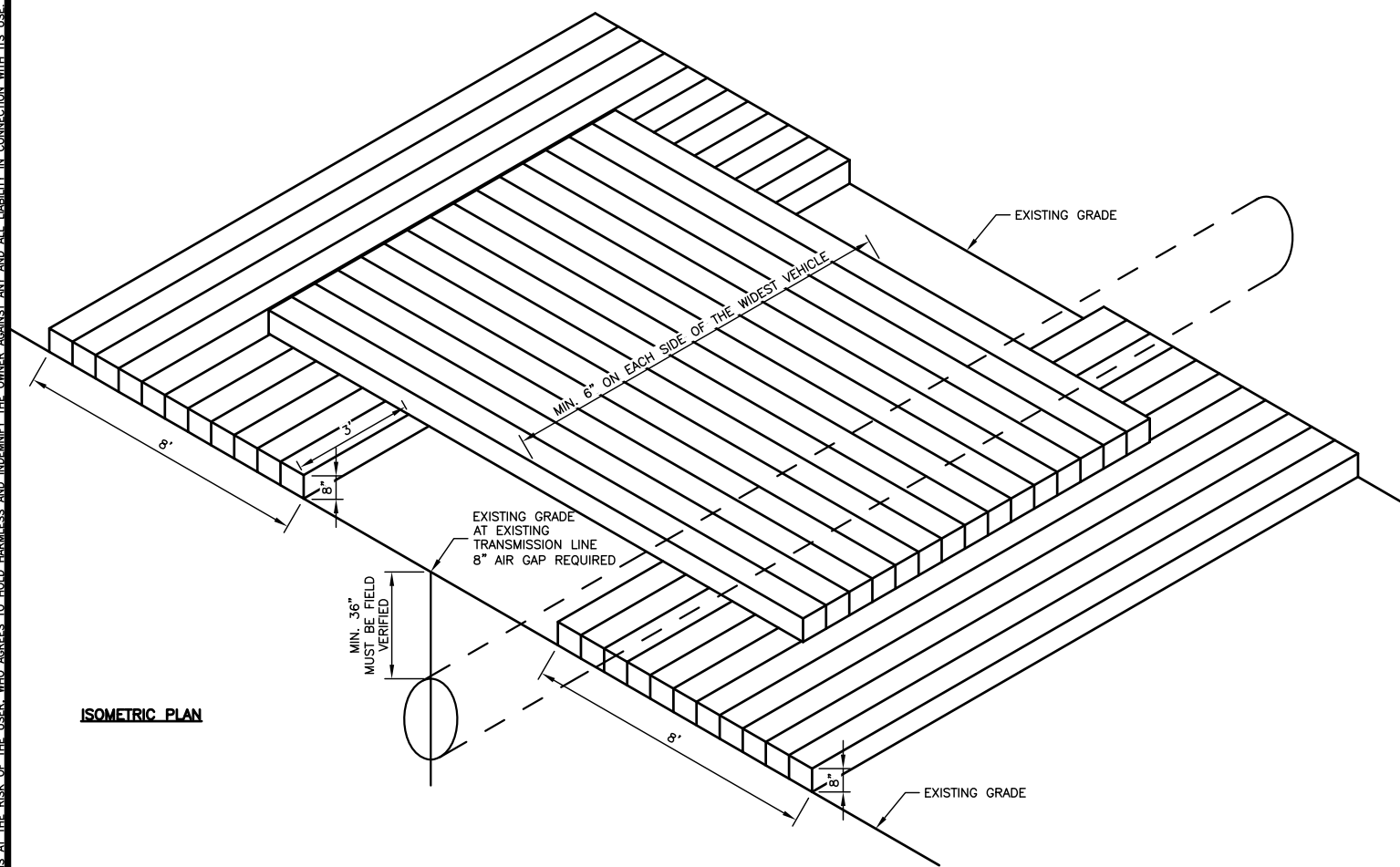
- 1) Sewer, water, drainage culverts, cable, electric and telephone/communication lines may cross Enbridge's pipeline and driveway easement areas at near right angles, providing that they vertically clear Enbridge's pipeline(s) by a minimum of 12 inches, and be within suitable conduit if it is an underground line carrying an electrical charge, and the installer complies with safe excavation and shoring FED-OSHA 29 CFR Part 1926 Subpart P, and its counterparts, and in accordance with any and all other applicable government codes, regulations, and laws. Unless it's not practical or possible, Enbridge prefers that all such lines cross under its pipelines.
- 2) No lines other than Enbridge's, such as but not limited to, sewer, water, drainage culverts, cable, electric and telephone/communication, may parallel within Enbridge's easement areas or be installed anywhere within Enbridge's gas well or brine/oil tank easement areas.
- 3) No buildings, structures, obstructions (obstructions being anything that impairs Enbridge's use of its easement), or above ground appurtenances (manholes, catch basins, signs, poles, fire plugs, transformers, pedestals, and etc.) may be placed within Enbridge's easement areas, by anyone other than Enbridge.
- 4) Within Enbridge's easement areas the existing grade may be altered by others, providing that the cover upon Enbridge's pipeline(s) is not reduced to less than 36 inches or increased to more than 72 inches, the existing soil conditions are stable, and such alteration of grade would not have an adverse effect upon Enbridge's pipeline(s).
- 5) Adjacent to Enbridge's easement area there shall be no change in grade which would cause Enbridge's easement area to become unstable or affect the lateral or subjacent support of Enbridge's facilities and/or appurtenances.
- 6) Paved driveways or future public and/or private roads may cross Enbridge's pipeline and driveway easement areas at near right angles. Paved parking lots may be placed in Enbridge's pipeline easement areas, providing that there is a means for Enbridge to leak detect its pipelines for its own purposes and in accordance with government codes, regulations, and laws. This might be accomplished by a green space 10 feet wide approximately centered on Enbridge's pipeline(s), or by vents installed according to Enbridge's specifications. Excepting said drive and road crossings, and excepting parking lots, there shall be no macadam, pavement, black top, concrete or other impermeable surfaces placed within the EASEMENT area by anyone other than Enbridge. No such improvements may be made by others within Enbridge's gas well or brine/oil tank easement areas.
- 7) No driveways (including parking lot driveways), roads, or their associated road right-of way, other than Enbridge's, may parallel within Enbridge's easement areas.
- 8) There shall be no impounding of water within Enbridge's EASEMENT area by anyone other than Enbridge.
- 9) There shall be no dumping of debris within Enbridge's EASEMENT area, or placement of fill material that is not acceptable to Enbridge.
- 10) Limited landscaping may be made within the easement areas. If any party questions what would be acceptable to Enbridge, they should contact Enbridge prior to making any such landscape improvement.
- 11) In the case of new development or improvements to existing roads within Enbridge's easement areas, the developer shall prepare Plan, Profile and Cross Section plans of the improvements, showing Enbridge's pipeline(s) plus existing and proposed grade, sewers, utilities, road improvements, etc. for Enbridge to review. For new construction any violation of these restrictions will be subject to denial of gas service. No construction on such improvements may begin until Enbridge has provided written approval to the developer.

All improvements made within the easement areas by parties other than Enbridge will be considered encroachments. Such improvements would be done at the risk and peril of the developer, owner of the facility, and/or landowner, and said parties shall be liable to Enbridge for any damage or loss to Enbridge's facilities caused by such improvements. Moreover, Enbridge reserves its rights at any time, without notice, and without permit to remove any encroachments from within its easement areas to facilitate maintaining, operating, replacing, adding to, or etc. its facilities and/or appurtenances; and Enbridge will not be liable to replace or compensate any party for damages Enbridge inflicted upon any encroachment. To have the on-site location of any Enbridge pipeline marked for any reason, call 8-1-1 or 1-800-362-2764.

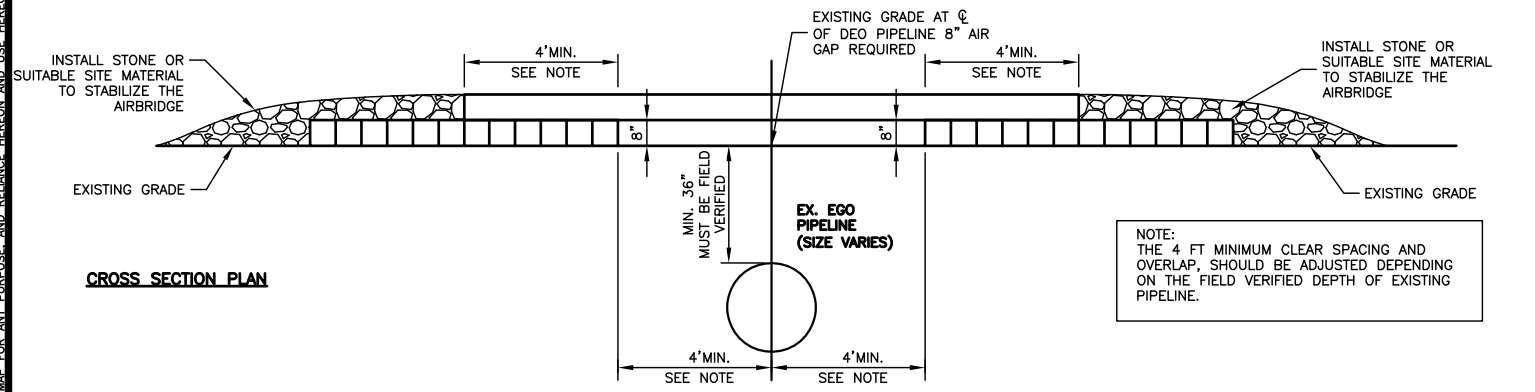
*Inquiries or questions pursuant to Gas Wells, Transmission, Storage, Gathering, and/or Distribution pipelines should be directed in writing to **Enbridge Gas Ohio, Engineering Department, 320 Springside Drive, Akron, OH 44333** or via email to relocation@enbridge.com.*

Ohio Law (ORC – 3781.28 A & B) requires all parties to contact OHIO811 by dialing 8-1-1 or 1-800-362-2764 at least 48 hours but not more than 10 working days before digging or excavating.

THE OWNER DOES NOT WARRANT THE ACCURACY, SUFFICIENCY, OR COMPLETENESS OF THIS DRAWING OR MAP FOR ANY PURPOSE, AND RELIANCE HEREON AND USE HEREOF IS AT THE RISK OF THE USER, WHO AGREES TO HOLD HARMLESS AND INDEMNIFY THE OWNER AGAINST ANY AND ALL LIABILITY IN CONNECTION WITH ITS USE.

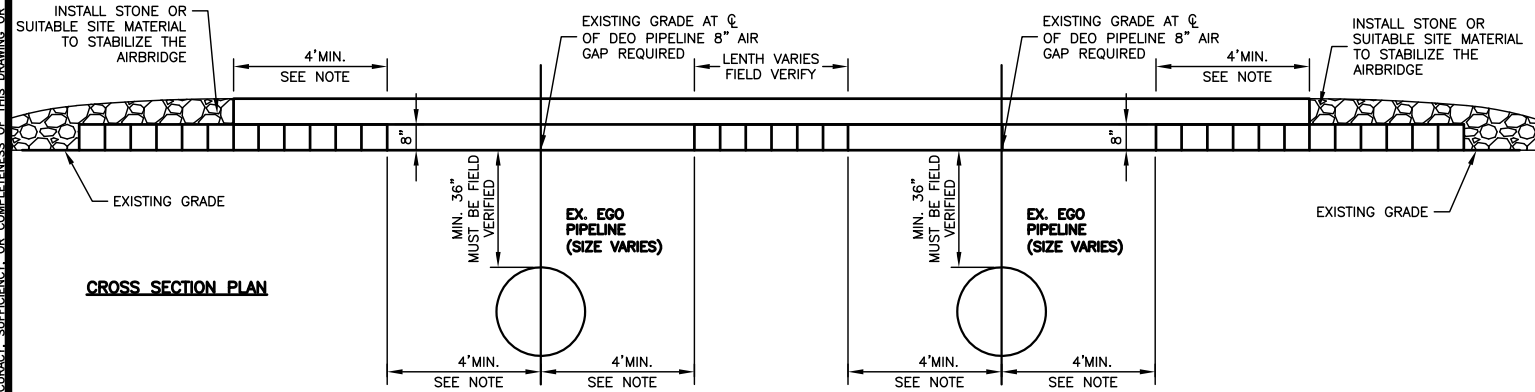


ISOMETRIC PLAN



CROSS SECTION PLAN

NOTE:
THE 4 FT MINIMUM CLEAR SPACING AND OVERLAP, SHOULD BE ADJUSTED DEPENDING ON THE FIELD VERIFIED DEPTH OF EXISTING PIPELINE.



CROSS SECTION PLAN

DRAWING SCALE: 1" = 5'



STANDARD AIRBRIDGE DETAIL

REV.#	DESCRIPTION	DATE	BY
1	AIRBRIDGE DETAIL	4/21/20	MAS
2	TEXT UPDATES	7/10/24	MAS
3	TEXT UPDATES	2/25/25	AJL

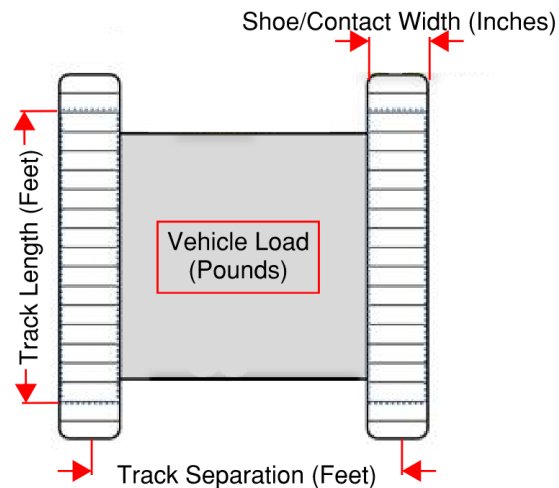
Surface Loading Assessment

A field assessment and pipe stress analysis is required whenever a track or wheeled axle vehicle crosses Enbridge Gas Ohio (EGO) transmission, storage, gathering, or high pressure distribution pipeline(s). Provide the following information to Enbridge Gas Ohio for review.

- Duration (in days) or number of crossings: _____
- Make, Model, and year of vehicle or machine: _____
- Gross vehicle weight fully loaded: _____
- Number of axles: _____
- Load distribution (% of total weight per axle): _____
- Axle spacing: _____
- Tire configuration (dual vs. single): _____
- Tire size (diameter and width): _____

If track operated:

- Vehicle Load: _____
- Shoe/Contact Width: _____
- Track Length: _____
- Track Separation: _____



The crossing party must verify the depth of EGO's pipelines by excavating or hand digging to temporarily expose the pipeline. Contact the Ohio Utility Protection Service (OUPS) (1-800-362-2764) at least 2 days prior to excavation to submit an excavation ticket. A EGO representative shall be on-site to monitor any construction activities within 30 feet of EGO's Facilities or Requestor will cease and desist any construction activities within 10 feet of EGO's Facilities until the EGO representative is present.

LANDSCAPING/FENCE GUIDELINES WITHIN PIPELINE EASEMENTS

ACCEPTABLE

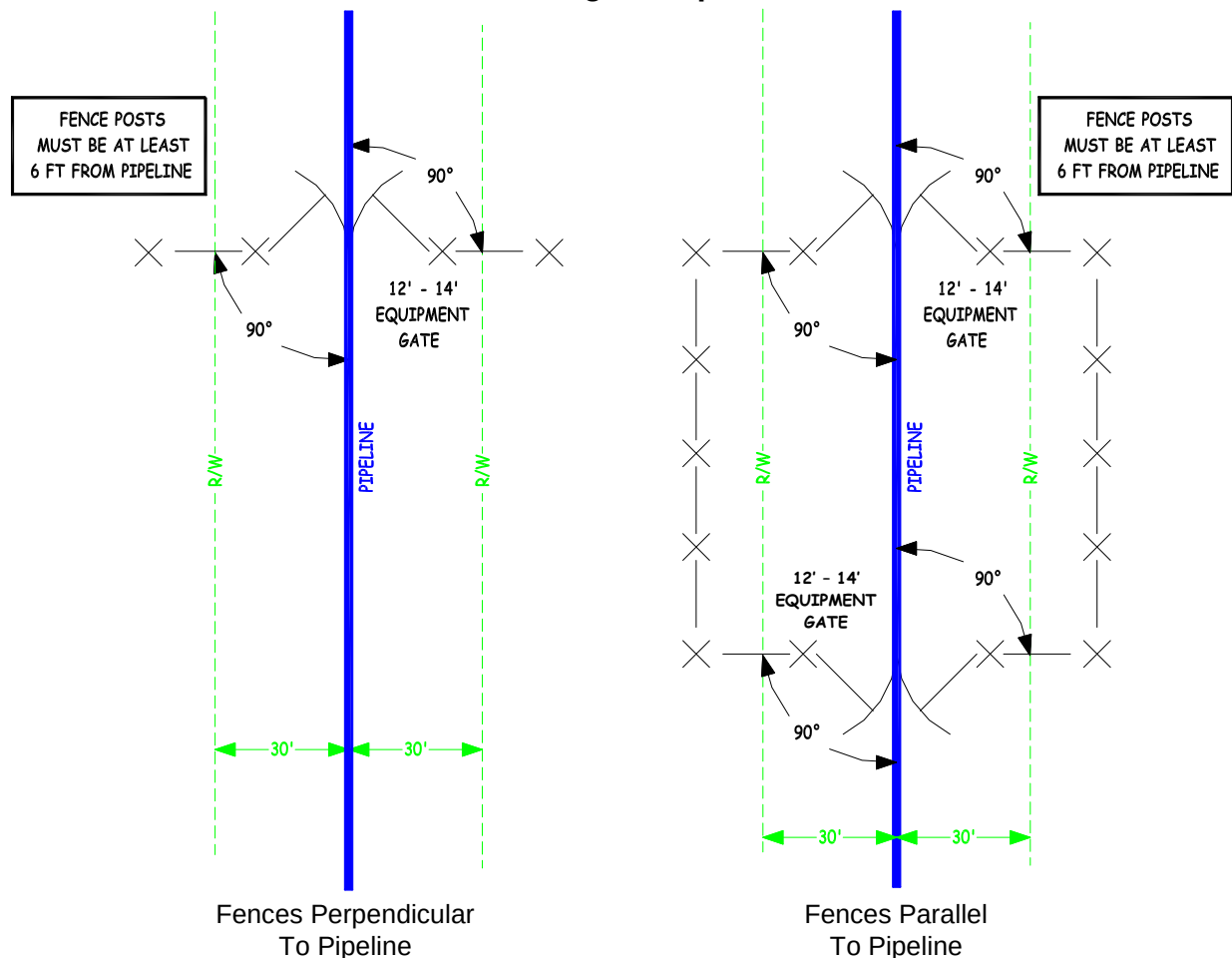
- Agricultural Crops
- Flower Gardens
- Small (< 3' High) Shrubs/Bushes
- Grass (Preferred)
- Fences (Per Diagram Below)

NOT ACCEPTABLE

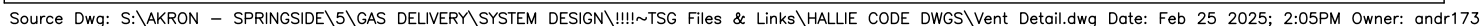
- Trees
- Bunkers/Earth Landscape Mounds
- Ponds
- Rock Gardens
- Improvements Requiring a Permit
- Landscape or Retaining Walls
- Outside Swimming Pools or Hot Tubs
- No Dumping of Debris in Easement

No such improvements may be made by others within Enbridge Gas Ohio gas well or brine/oil tank easement areas.

Fencing Examples



- Fences cannot impede Enbridge Gas Ohio's access to its facilities.
- No fences may be parallel to the pipeline within the right-of-way.
- 12' – 14' equipment gate must have a Enbridge Gas Ohio lock to allow 24-hour access.
- Call OUPS 48 hours before any digging at 811 (or 1-800-362-2764) to have all utilities located.

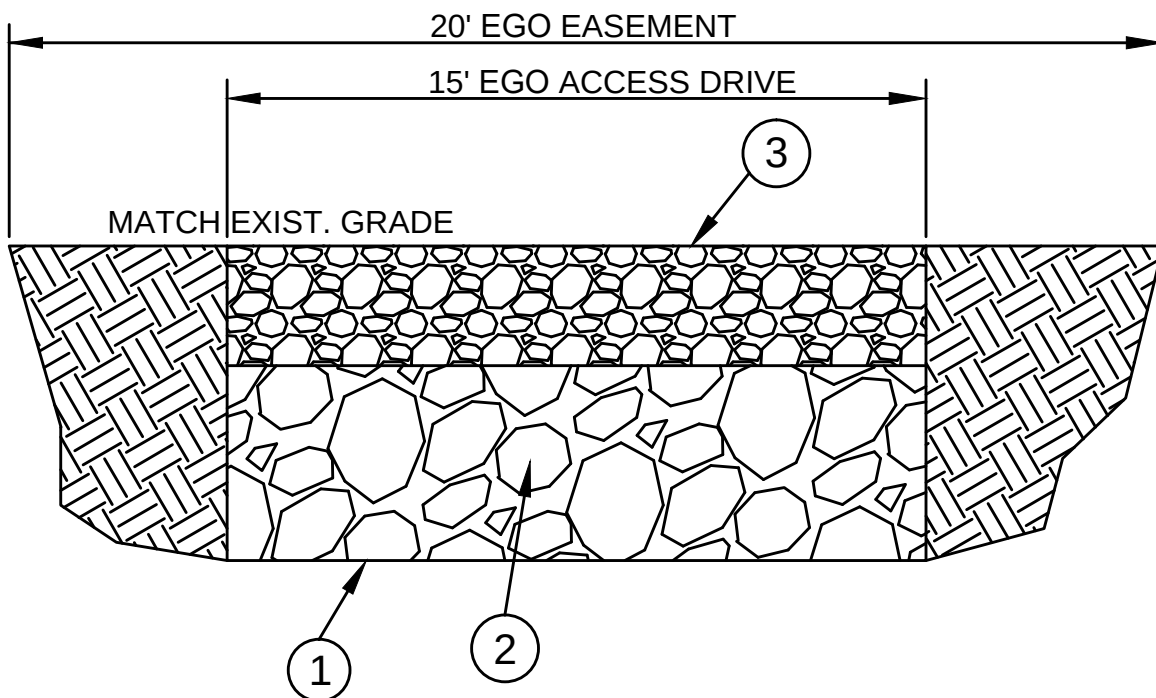


ENBRIDGE GAS OHIO

15' GRAVEL ACCESS DRIVE DETAIL

Excavate Topsoil and soil to a depth of 12" below ground surface

1. Roll out "Road Fabric" length of excavation.
(Typar or equivalent).
2. 8" of #1 Crushed Concrete (Or #1 Steel Slag)
3. 4" of #304 Stone to top



TYPICAL DRIVE CULVERT SECTION

304 LIMESTONE
BACKFILL AROUND
DRIVE PIPE REQ'D.

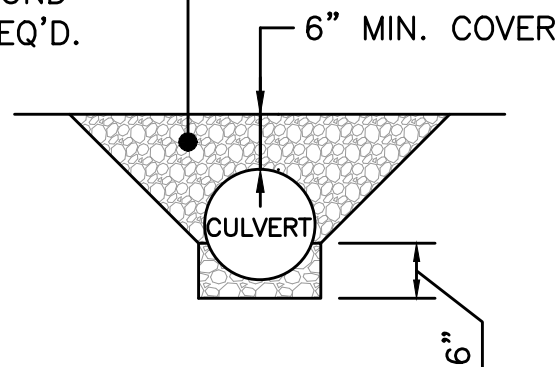


EXHIBIT - A

REMOVE SOD & SOIL TO
6" MIN. BELOW FLOW LINE

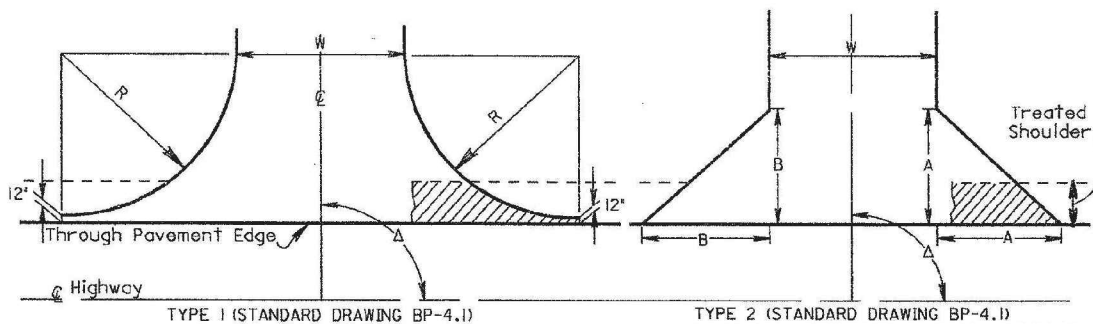
DRIVEWAY APRON DETAIL

EGO Access Road Drive to be constructed per
 ODOT 803-8 Standard Commercial Drive Designs

October 1992

STANDARD COMMERCIAL DRIVE DESIGNS	803-8
	REFERENCE SECTION
	803.51

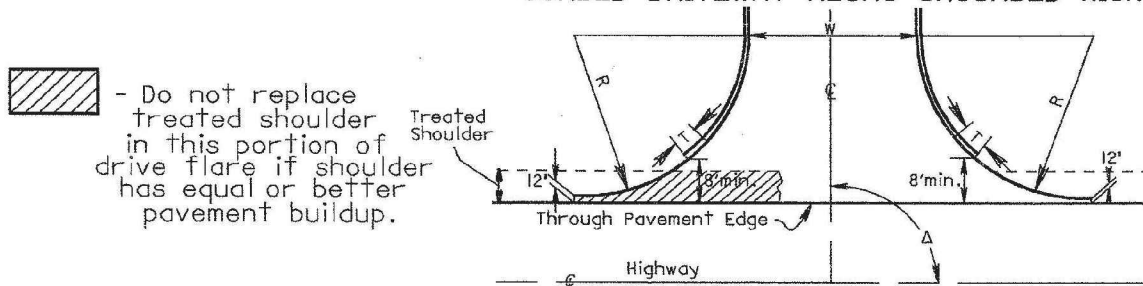
UNCURBED DRIVEWAY ALONG UNCURBED HIGHWAY



W = 35 ft. Maximum
 R = 25 ft. Minimum on Uncurbed Highway
 15 ft. Minimum on Curbed Highway
 T = Taper Curb Height from 6 in. to 2 in.
 in. 4 ft.
 Δ = 70° to 90° (two-way operation)

Δ	A	B
85° to 90°	20'	20'
75° to 85°	25'	16'
65° to 75°	28'	13'
55° to 65°	33'	12'

CURBED DRIVEWAY ALONG UNCURBED HIGHWAY



CURBED OR UNCURBED DRIVEWAYS ALONG CURBED HIGHWAY

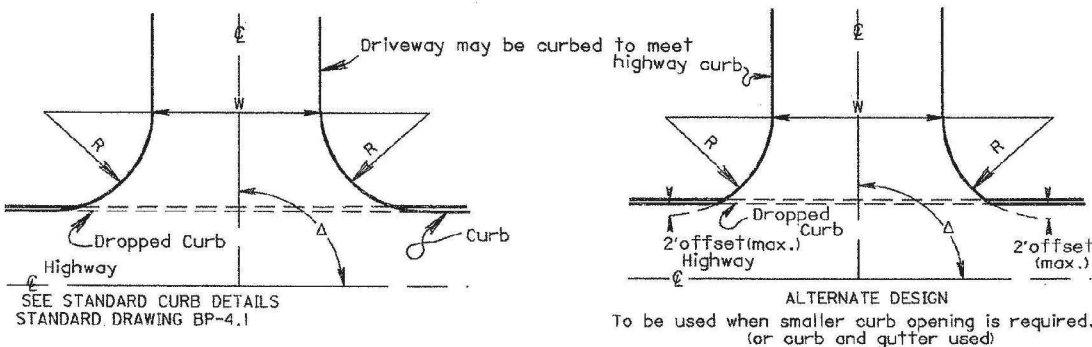


EXHIBIT - B



Enbridge Gas Ohio
320 Springside Drive
Akron, OH 44333

04/07/2026

Brian Tebelak
Summit County Engineer's Office
538 E South St
Akron, OH 44311

Dear Brian Tebelak:

Project: Idle Brook Bankfull Wetlands TPL – 500010804-0001, AKRON CITY, Summit County

The East Ohio Gas Company d/b/a Enbridge Gas Ohio (Enbridge) appreciates this opportunity to work with you in the planning stages of your development (or construction activity), and we look forward to working with you proactively. Enbridge's primary concern when activities are taking place near our pipeline is public safety and environmental protection. The intent of this correspondence is to provide a clear and consistent set of requirements that will: (1) reduce the risk of damage to our pipeline and related facilities; (2) ensure unencumbered access to our right-of-way and pipeline facilities and the availability of adequate workspace for routine maintenance, future inspection, and/or repair work on our pipeline; and (3) enable the effective corrosion protection of our pipeline.

At this time, Enbridge does not approve the above referenced plan set as provided by your office on 03/09/2026. For Enbridge to continue with the approval process, please review the attached "EGO Redline Markup" and requirements set forth in this correspondence making necessary corrections to the plans previously submitted to this office for Enbridge's review and approval. No construction within the easement or crossing of the Enbridge pipeline may take place until approval is granted.

Upon review of the documentation submitted into Enbridge, please see the following:

- All facilities and easement areas, if applicable, will be depicted, dimensioned, and identified on all survey plats, improvements, development plans and plats. Where Enbridge holds undefined rights, all plans and the final recordable plat will dedicate these areas as being restricted areas.
- All parties will comply with the attached Enbridge Ohio General Restrictions, Landscape/Fence Guidelines, Pavement Vent Details, and Conflict Sheet.
- Equipment specifications must be submitted for load analysis and mitigation when crossing Enbridge's pipeline(s) by completing and submitting the load surface assessment form. Enbridge will require an Air-Bridge for equipment that fails load analysis.
- When constructing third-party utility crossings between Enbridge's high-pressure pipelines, a minimum vertical and horizontal clearance of two feet (2') must be maintained to reduce the risk of damage to Enbridge's pipeline and related facilities. In addition to the review for conflicts with Enbridge facilities and your project, Enbridge will also need to review the plan, profile, and cross sections for the proposed improvements for said utility that crosses Enbridge's pipeline. When crossing Enbridge's high pressure pipelines the profile centerline should be based along the centerline of Enbridge's pipeline. For Enbridge's distribution pipeline, the profile centerline can be based along the centerline of the proposed roadway work. Use the standard scale of a vertical scale of 1 inch =5 ft and a horizontal scale of 1 inch =50 ft for your plan, profile, and cross sections.

Included in the profile and cross sections should be the existing and proposed grades, existing utilities, proposed road, and utility improvements, and Enbridge's existing pipeline. The profiles and cross sections should be incorporated into your construction improvement plans.

- **You are required to contact OHIO811.org Call Before You Dig (1-800-362-2764) or 811, prior to your excavation or hand digging and submit an excavation ticket.** In addition to hand digging, you may use non-destructive pipeline location methods, such as vacuum potholing and ground penetrating radar (GPR). As required by statute, Enbridge acknowledges its pipelines, as a rule, were installed at approximately thirty-six (36) inches deep. At concerned points where you need to know the location and elevation of Enbridge's pipeline, you may excavate by hand digging to temporarily expose the pipeline enabling you to obtain the necessary information.
- That the following note shall be added to your plans for the benefit of your contractor.

"It is the contractor's responsibility to maintain the lateral and subjacent support of Enbridge's pipeline(s), in compliance to 29 CFR, Part 1926, subpart P, (safe excavation & shoring). Extreme care should be taken not to harm any Enbridge facility (pipelines, etc.) or appurtenance (pipe coating, tracer wire, cathodic protection test station wires & devices, valve boxes, etc.). Enbridge facilities must be protected with a tarp during bridge construction. The contractor will be responsible and liable for ensuring that all Enbridge existing facilities, above and below ground, remain undamaged, accessible and in working order. The crossing of Enbridge's pipeline(s) with another steel facility may create a potential corrosion issue for the proposed facility and the existing Enbridge facility. Please contact Jason Cramer of Enbridge's Corrosion Department at least five working days before construction at 330-604-9639.

- Enbridge will pursue reimbursement for all costs associated with the event including, but not limited to, excavation services, inspection services, pipeline repairs, and loss of operations caused by the requesting party or its contractors.

Since over 1000 gas companies now operate in Ohio, proper pipeline identification is necessary to assure minimum critical response time. We request that you add the following general note to your construction plans: EGO = Enbridge Gas Ohio, 1-800-362-7557. Enbridge's facilities should be identified appropriately on your construction plans.

Enbridge's response is based on the project information you or others provided for this project. The location of Enbridge facilities within the project area are based on the records of the original installation, and are therefore approximate, and not guaranteed. Enbridge has no knowledge or information of changes that may have been made to the site after the original installation. Any reliance on the information provided is solely at the risk of the user, who agrees to indemnify, defend, and hold Enbridge, its shareholders, officers, directors, employees, representatives, agents, parent, affiliates, and subsidiaries harmless, to the fullest extent permitted by law, from and against any and all loss, claims, demands, damages, injuries, or suits in anyway arising out of or incident to its use.

To avoid personal injuries, property damages, legal actions, etc., no construction, grading or excavating should begin within thirty (30) feet of any Enbridge high pressure natural gas pipeline without written approval from Enbridge. No improvements of any kind should be made by any party other than Enbridge within one hundred (100) feet radius of an Enbridge Gas Well and/or Enbridge Brine/Oil Tank.

Enbridge will not be liable for nor accept any contractor delay costs that the company has not had an opportunity to review, dispute and/or resolve.

Please maintain communication with this office regarding the project and its schedule. Contact me if you have any questions.

Sincerely,

ENBRIDGE GAS OHIO

Andrew Lonneman

Andrew Lonneman, P.S.
Engineering Department
Email: andrew.lonneman@enbridge.com
Cell: 330-840-8304

Attachments:

- EGO Restrictions and Easement Packet_SEPT 2025
- EGO REDLINE MARKUP_4-7-2026_IdleBrookBankfullWetlands_081525

RIGHT OF ENTRY AGREEMENT

This Agreement ("Agreement") is entered into this ____ day of _____ 2025, by and between Ohio Edison Company, an Ohio Corporation, with an address at 341 White Pond Drive, Akron, OH 44320 ("Owner"), and Summit County, Ohio, with an address at 538 E. South Street, Akron, OH 44311 and its affiliates, agents, employees and contractors, (collectively, "Grantee").

1. Purpose. Grantee has requested access to enter onto property owned by Owner further described on Exhibit "A", attached hereto, the boundary of which is outlined in red on said attached Exhibit "A" ("BOUNDARY AREA") located in Summit County, Ohio, and further known as Summit County, Ohio Parcel No. 04-07418 (the "Property"), as necessary solely for the purpose of wetland delineation, which includes a field investigation on the property. The field investigation includes an evaluation of the vegetation, soils, and hydrologic features at the site to determine the presence of wetland conditions. Vegetation evaluation will include identification of herbaceous and woody species within the sample areas. The soils evaluation will include small, shallow pits, dug with a spade shovel, to examine hydric indicators. Shovel depths are typically 24" or less. Hydrology will be evaluated via surface indicators. The above descriptions of field investigation, vegetation evaluation, and soil evaluations being collectively known as (the "Work").
2. Right of Entry. Owner, for good and valuable consideration, hereby grants to Grantee temporary access for a period of 90 days, commencing as of the date of this Agreement, to enter upon the Property as is necessary to complete the Work and for no other purpose, subject to the terms and conditions set forth herein.
3. Conditions. Grantee agrees and understands that this Agreement is expressly conditioned upon the following:
 - a. Grantee shall give notice, in writing (e-mail notification will be considered a notice in writing), two days in advance to Owner's representative, Betsy Allshouse (eallshouse@firstenergycorp.com) before entering the Property.
 - b. Grantee will not unreasonably prohibit or limit Owner's access to the Property at any time. Owner reserves the right to permit others to enter the Property for any purpose whatsoever and to conduct any operations or activities that the Owner may desire.
 - c. Grantee may bring associated equipment onto the Property as may be required for the Work. Grantee shall at all times, at its own expense, keep all tools and equipment placed on the Property in good order and repair and in a safe condition, as determined by Grantee in its reasonable discretion.
 - d. Grantee agrees to pay for all labor and materials, if any, used upon the Property for the Work and shall save Owner harmless from any lien, or claim of lien, in respect to the Work.
 - e. Grantee shall at all times during the term of this Agreement comply in all material respects with all applicable laws, governmental orders, permit terms and conditions, rules and regulations.
 - f. Grantee shall take all necessary steps to preserve and to avoid damage to: a) the Property including, but not limited to, the surface, subsurface, landscaping, earthen structures, ditches, drainage, wetlands, streams, waterways and/or protected areas; and b) Owner's electrical facilities including, but not limited to, poles, towers, anchors, guy wires, conduit and overhead and underground conductors (collectively, "Owner Facilities"). In the event that Grantee, or any agent, employee, affiliate or contractor of Grantee, causes damages of any kind whatsoever to the Property and/or the Owner Facilities, it shall be Grantee's sole responsibility to repair any such damages to the Property, including any appurtenances,

and shall pay Owner immediately for all costs associated with the repair of any and all damages to the Owner Facilities which result from Grantee's use of the Property.

- h. Wherever the Owner Facilities are encountered on the Property, Grantee shall adhere to "FirstEnergy High-Voltage Transmission Right-of-Way Restrictions", attached hereto as Exhibit "B" and made a part hereof ("ROW Restrictions").
- i. Following completion of the Work conducted by Grantee on the Property, Grantee shall restore the Property to its former condition and surrender the Property in as good order and condition as existed prior to the commencement of Work by Grantee.

Insurance. Grantee shall be required to purchase and maintain the following minimum insurance coverages:

1. Commercial General Liability (CGL) insurance on a form reasonably equivalent to the current filed ISO CG 00 01 including products/completed operations (policy shall provide coverage for Bodily Injury Property Damage, Personal and Advertising Injury). The policy shall have limits of liability of not less than \$5,000,000 per occurrence. These coverages can be provided under a combination of primary and umbrella coverage.
2. Automobile Liability insurance, including coverage for non-owned and hired automobiles, with minimum limits of \$1,000,000 per occurrence CSL.
3. Worker's Compensation coverage in the statutory amounts under the worker's compensation act(s) of the location(s) in which the work is to be performed, for the current period.
4. Employer's Liability with a minimum limit of \$1,000,000 for each accident or disease per employee and \$1,000,000 disease policy limit.

FirstEnergy Corp., its subsidiaries and affiliates, and their successors and assigns shall be included as additional insureds for the General, Automobile and Liability policies resulting from the negligent acts errors or omissions of the Grantee and shall require its contractors to include First Energy as an additional insured. A Certificate of Insurance evidencing coverage shall be provided to insurance.certificates@firstenergycorp.com or FirstEnergy Service Company, Real Estate Services, 341 White Pond Drive, Akron, Ohio 44320 Grantee agrees to provide Owner with thirty (30) days' notice in writing to FirstEnergy Service Company, Real Estate Services, with receipt of notice acknowledged, of any cancellation or material alteration in coverage that would result non-compliance with the insurance requirements. Grantee hereby waives, and shall require Grantee's contractors and subcontractors to waive, any rights of subrogation which they or any of their insurers may have against

Owner, its affiliates, and each non-affiliated company disclosed in this Agreement, their respective agents or employees.

Certificate Holder:

FirstEnergy Corp. and its subsidiaries and affiliates
341 White Pond Drive
Akron, Ohio 44320

- j. Release of Liability. Grantee shall enter the Property at its own risk and thereby releases Owner from any and all claims for damages and liability arising out of Grantee's use of or entry on to the Property under this Agreement to the extent that such claims are not caused by or do not arise from the sole activities of Owner or any agent, employee, affiliate or contractor of Owner or any third party that is not an agent, contractor, employee or affiliate of Grantee.

OSHA Compliance. Grantee acknowledges that dangerous, uninsulated, energized, electrical distribution and transmission lines may exist on the Property and Grantee agrees to inform its employees, agents, contractors and invitees of said dangerous, uninsulated, energized, electrical distribution and transmission lines located on the Property. Grantee, its employees, agents, invitees and contractors, shall at all times comply with the requirements of the National Electrical Safety Code ("NESC") standards and shall maintain with its equipment and personnel Occupational Safety and Health Administration ("OSHA") safe-working clearances from a person or any conductive object to the energized bare wires/conductors as well as any other applicable federal, state or local safety requirement, and shall warn and cause any other person, including employees, agents, invitees and contractors of Grantee, to do the same. Prior to commencement of the Work, Grantee shall install under/adjacent to the Owner Facilities, appropriately placed, OSHA-compliant, Danger signage reading "Danger High Voltage Above", or similar, to remain until the Work is completed and Owner's Property is restored. NOTICE: The conductor/wire position changes continuously depending on load, ambient temperature, wind speed, etc. Owner is not responsible for providing conductor/wire position to determine OSHA safe-working clearance

- k. Grantee Indemnity (Bodily Injury, Death, or Property Damage). Grantee, for itself, its successors and assigns, by exercising the rights herein granted, agrees to indemnify and agrees to contractually require its contractors and agents to indemnify, keep, and hold harmless Owner, and its respective directors, officers, shareholders, employees, parent, affiliates, agents, successors and assigns, from and against all suits or claims, demands, damages, actions or causes of action, together with any and all losses, costs, fines, penalties or expenses in connection therewith or related thereto including reasonable attorneys' fees, asserted by any person or persons for bodily injury, death or property damage arising or in any manner arising from Grantee's use of the herein-described Property; and the Grantee shall contractually require its contractors and agents to defend Owner in all litigation, pay all attorney's fees, damages of any type, and all costs and other expenses arising out of the litigation or claim or incurred in connection therewith; and to satisfy and cause to be discharged such judgments as may be obtained against Owner, or any of its directors, officers, agents, employees and others named heretofore, all suits or claims, demands, damages actions or causes of action, together with any and all losses, costs or expenses in connection therewith or related thereto including reasonable attorneys' fees, asserted by any person or persons for bodily injury, death or property damage arising or in any manner growing out of Grantee's use of the Property. Grantee agrees to indemnify Owner against all fines, penalties, or losses incurred for or by reason of the alleged violation by Grantee of any ordinance, regulation, rule or law of any political subdivision or duly constituted public authority arising out of the performance of work or use of the Property.

- l. Grantee Indemnity (Environmental). Grantee, its successors and assigns, by exercising the rights herein granted, agrees to indemnify and agrees to contractually require its contractors and agents to indemnify, protect, defend and hold Owner and the directors, officers, shareholders, employees, parents, affiliates and agents of Owner harmless from any claims, actions, administrative proceedings, judgments, damages, punitive damages, penalties, fines, costs, liabilities, interest or losses (collectively the "Liabilities") including, without limitations, Liabilities under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., reasonable attorneys' and paralegals' fees (at trial and appellate levels) and expenses (including any such fees and expenses incurred in enforcing this indemnification or collecting any sums due hereunder), consultant fees and expert fees (collectively the "Costs") that arise directly or indirectly from or in connection with the presence, suspected presence, release or expected release of any Hazardous Substance, as hereinafter defined, in or into the air, soil, surface water, ground water or soil vapor at, on, about, above, under, or within the Property or any portion thereof, which relate to any activities (including the Work) by or on behalf of Grantee on the Property on or after the effective date of this Agreement. As used in this Agreement, the term "Hazardous Substances" means any hazardous or toxic substances, materials or wastes, including, but not limited to solid, semi-solid, liquid or gaseous substances which are toxic, ignitable, corrosive, carcinogenic or otherwise dangerous to human, plant or animal health or well-being and those substances, materials, and wastes listed in the United States Department of Transportation Table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto or such substances, materials and wastes regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a "hazardous substance" pursuant to Section 1251 et seq. (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317), (v) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903), or (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601) or (vii) listed as hazardous pursuant to Section 112 of the Clean Air Act, 42 U.S.C. Section 7401, et seq. (42 U.S.C. Section 7412).
- m. Owner Indemnity Disclaimer. Owner has not and does not hereby make any express or implied representation or warranty or give any indemnification of any kind to Grantee concerning the Property, its condition or suitability or its compliance with any statute, ordinance or regulation, including, but not limited to, those relating to the environment. The Grantee waives, releases, acquits and forever discharges Owner, its employees or agents or any other person acting on behalf of Owner, of and from any and all claims, actions, administrative proceedings, judgments, damages, punitive damages, penalties, fines, expenses, costs, liabilities, and interest or losses which the Grantee may have with respect to the physical characteristics or condition of the Property or the release or threatened release of hazardous materials, hazardous substances, hazardous wastes, or other regulated substances under any federal, state or local law in, on, under or about the Property, including, without limitation, liabilities under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., as amended, the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended, the Voluntary Action Program, attorney fees, consultant and expert fees and expenses that arise directly or indirectly from or in connection with the presence, suspected presence, release or suspected release of any Hazardous Substance, as hereinafter defined, in or into the air, soil, surface water, ground water or soil vapor at, on, about, above, under or within the Property or any portion thereof.
- n. Confidentiality. Grantee shall not make public any findings from the Work. Such findings shall be confidential and shall be shared only with Owner, and Grantee's affiliates, agents, employees and contractors as are necessary in the decision-making process concerning the results of such Work.

- o. Miscellaneous. This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Ohio. The Agreement shall remain in full force and effect and shall be binding upon the heirs, successors, and assigns of the parties, and any releases and indemnities shall survive termination of this Agreement. Any modification of this Agreement shall be in writing and signed by both parties. This Agreement represents the entire agreement between the parties and no representations, warranties, or promises have been made by Owner with respect to this Agreement or the Property, except as expressly stated herein.
- p. Counterparts. This Agreement may be executed by facsimile or by e-mail scan and in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers effective as of the date first above written.

SUMMIT COUNTY, OHIO

By: _____
Its: _____

OHIO EDISON COMPANY

By: _____
Joshua A. Sponaugle

Its: Manager of Real Estate for FirstEnergy Service
Company on behalf of Ohio Edison Company

EXHIBIT "A" page 1 of 1
(BOUNDARY AREA) – outlined in red



Exhibit “B“ Page 1 of 1

Transmission Rights-of-Way Restrictions

Working Safety Restrictions

Compliance is required for all Occupational Safety Health Administration (OSHA) **safe-working clearances** between persons, conductive objects and energized conductor/wire. **NOTICE:** The conductor/wire position changes continuously depending on load, ambient temperature, wind speed, etc. The Company is not responsible for providing conductor/wire position to determine OSHA safe-working clearance.

Parking or operating a vehicle or equipment within or adjacent to the Company’s Transmission Rights of Way may induce an electrical charge. Induced electric charges may also be transmitted to objects such as fences, signs, or any other conductive object. The use of a proper grounding system designed by a licensed engineer is required. Construction vehicles, vehicles with booms and equipment operating within or adjacent to the Company’s Transmission Rights of Way must be properly grounded.

Right-of-Way Access

The Company’s authorized personnel, vehicles and equipment must have continuous access to the rights of way and all the Company’s structures.

Right-of-Way Restrictions

Changes to grade elevations within the Company’s Transmission Rights of Way are NOT permitted. Ground disturbance or excavations are NOT permitted within 50’ of Company’s structures (poles, towers, guys, etc.).

Buildings, solar panels, lighting fixtures, signs, billboards, swimming pools, decks, flag posts, sheds, barns, garages, playgrounds, fences, equipment, trailers, materials or any other permanent or temporary objects are NOT permitted within the Company’s Transmission Rights of Way. Other restrictions may apply under specific situations as defined by the Company.

Protective barriers must be used for any driveway or parking area within 15 feet of Company’s structures (poles, towers, guys, etc.).

All vegetation on or adjacent to the Company’s Transmission Rights of Way shall be low growing within the wire zone. The wire zone is defined as the area directly under the conductors which extends approximately 15 feet on each side. Vegetation that is 10-foot maximum mature height, 3-foot in NJ, is under certain circumstances permissible on the Company’s Transmission Rights of Way. It is preferred that the planting of any woody vegetation be done outside of the wire zone of the Company’s transmission facilities and are not permitted to be closer than 10 feet in any direction from the Company’s structures (poles, towers, guys, etc.). All approved shrubbery planted near Company’s structures shall allow for working area and accessibility at ground level.

Explosives or combustible liquids, substances, or materials are not permitted within the Company’s Transmission Rights of Way. Prohibited materials include but are not limited to fuel, wood chips, mulch, brush, and tires.

Septic systems leach beds and/or wells are not permitted within the Company’s Transmission Rights of Way.

Kite flying, model airplane flying, or similar activities is strictly prohibited on or near the Company’s Transmission Rights of Way.

SECTION 01 11 00

SUMMARY OF PROJECT

PART 1–GENERAL

1.01 SECTION INCLUDES

- A. Project – Work covered by all Contract Documents
- B. Contract Milestones and other General Provisions

1.02 RELATED SECTIONS AND DIVISIONS

- A. Section 01 14 00 – Control of Work

1.03 PROJECT – WORK COVERED BY ALL CONTRACT DOCUMENTS

- A. Work of the Project includes creation of five (5) bankfull wetlands: two (2) along West Fork, two (2) along Yellow Creek, and one (1) along Idle Brook, and all site restoration. The Work shall be performed for the Owner in accordance with the Contract Documents. The Work includes, but is not limited to, maintenance of flow, excavation, rock placement, vegetation establishment, and restoration.

1.04 GENERAL CONSTRUCTION

- A. The work to be performed under this section shall include all necessary demolition, the furnishing of all materials, equipment and tools; and performing all necessary labor and supervision, for the complete construction of the General Construction Work and all other work appurtenant thereto, as described in Divisions 1 through 48 of these Specifications except as called for under other parts of the Work described herein.

1.05 SEQUENCE OF WORK

- A. Before starting any work, the Contractor shall attend a Pre-Construction Meeting with the Owner's Representative. The Contractor will be notified of the date and the time of the meeting and shall submit a construction schedule.
- B. A suggested sequence of work has been provided in the Drawings.

1.06 CONTRACTOR'S USE OF SITE

- A. The Contractor shall locate field offices, store materials and equipment, and confine his construction activities to areas so indicated on the Drawings or as directed by the Owner's Representative. The Contractor shall also comply with all applicable provisions in Section 01 14 00 "Control of Work".

1.07 CONSTRUCTION PROCEDURE

- A. It shall be the Contractor's responsibility during the construction of the Project to work

equipment around poles, trees, or other obstructions which permit the passage of the bucket and boom but prevent passage of other portions of the equipment and, if necessary, to excavate from both sides of the poles, trees, or other obstruction, and to remove materials by hand labor, tunneling, or by other means, all at no additional cost to the Owner.

1.08 REQUESTS FOR SUPPLEMENTARY INFORMATION

- A. It shall be the responsibility of the Contractor to make timely requests of the Owner's Representative for any additional information not already in the Contractor's possession and which should be furnished by the Owner's Representative under the terms of the Contract Documents, and which will be required in the planning and execution of the work. Such requests may be submitted from time to time as the need approaches, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.
- B. Each request shall be in writing and list the various items and the latest day by which each will be required by the Contractor. The first list shall be submitted within two (2) weeks after contract award and shall be as complete as possible at that time. The Contractor shall, if required, furnish promptly any assistance and information the Owner's Representative may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in work, or to the work of others, arising from failure to comply with the provisions of this section.

1.09 PERMITS

- A. The Contractor shall be responsible to obtain and incur the cost of all required permits unless otherwise noted, including but not limited to, Ohio EPA NOI. The Ohio EPA Stormwater Pollution Prevention Plan has been submitted by the Engineer, with additional, required information to be provided to Ohio EPA by the Contractor.
- B. The following permits have previously been obtained:
 - 1. US Army Corps of Engineers 404 Permit, and
 - 2. Ohio EPA 401 Water Quality Certification (granted under the 404 permit).
 - 3. Summit County Flood Hazard Area Development Permit
- C. Although the Owner may obtain and incur the cost of a permit, the Contractor shall comply with provisions of all permits and make any necessary submittals as detailed in Section 01 14 00 "Control of Work".
- D. All Contractors and Subcontractors of any tier, shall comply with all applicable standards, orders, regulations and permits, including but not limited to the Clean Water Act of 1970 (42 U.S.C. 1857, et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq.) as amended, Permits to Install, and NPDES 401 and 404 Permit requirements.

PART 2-PRODUCTS

NOT USED

PART 3-EXECUTION

NOT USED

END OF SECTION 01 11 00

SECTION 01 14 00

CONTROL OF WORK

PART 1—GENERAL

1.01 SECTION INCLUDES

- A. Scope
- B. Use of Premises
- C. Easements
- D. Construction Layout
- E. Protection of Trees
- F. Open Excavations
- G. Maintenance of Traffic
- H. Care and Protection of Property
- I. Protection of Existing Structures and Utilities
- J. Water for Construction Purposes
- K. Dust Control
- L. Pollution Control
- M. Maintenance of Flow
- N. Equipment Staging and Material Storage
- O. Cooperation within this Contract
- P. Cleanup and Disposal of Excess Material
- Q. Noise Control
- R. Odor Control

1.02 RELATED SECTIONS AND DIVISIONS

- A. Section 31 10 00 – Site Preparation

1.03 SCOPE

- A. The Contractor shall furnish labor and equipment which will be efficient, appropriate and large enough to secure a satisfactory quality of work and a rate of progress which will ensure the completion of the work within the Time for Completion required by the Contract Documents. If at any time such labor and equipment appears to be inefficient, inappropriate or insufficient

for securing the quality of work required or for producing the rate of progress aforesaid, the Owner's Representative may order the Contractor to increase the efficiency or change the character and the Contractor shall conform to such order at no cost to the Owner. Failure of the Owner's Representative to give such order shall in no way relieve the Contractor of his obligations to secure the quality of the work and rate of progress required by the Contract Documents.

1.04 USE OF PREMISES

- A. The Contractor shall not trespass upon or in any way disturb property outside the street right of way or outside the limits of construction, without first obtaining written permission from the property owner to do so. A copy of such written permission shall be furnished to the Owner's Representative.
- B. If the Contractor finds it necessary to obtain additional working area, it shall be the Contractor's responsibility for its acquisition. All requirements listed under the "Use of Premises" shall apply if additional area is obtained.
- C. The Contractor shall, at no additional cost to the Owner, restore such property to the full satisfaction of the property owner, and shall obtain from the property owner a written release stating that restoration has been satisfactorily made. A copy of the written release shall be furnished to the Owner's Representative.
- D. The Contractor shall not waste any excess earth, stone, or other excavated material on any property without first obtaining written permission from the owner of the property. Along with written approval from the property owner, the Contractor shall apply, pay, and obtain all required permits, including cut and fill permits, and secure the approval of the Owner's Representative. One copy of the property owner's written permission stating that the work has been completed satisfactorily, and one copy of any necessary permits shall be furnished to the Owner's Representative. Materials deposited off-site without the required approvals may be ordered removed and properly disposed of without additional compensation.
- E. All items within the construction limits shall be removed, or removed and replaced, or restored as required by the Contract Documents, including the Drawings and Specifications and as directed by the Owner's Representative.

1.05 EASEMENTS AND SITE ACCESS

- A. No temporary easements have been acquired for this Project.
- B. Site access is shown on the Drawings. Temporary stockpiling and storage may not occur in existing wetland or wooded areas. The Contractor shall coordinate with Owner's Representative prior to utilizing stockpile and storage areas.

1.06 CONSTRUCTION LAYOUT

- A. The Contractor shall ensure a correct layout of the Work including locating and marking the construction limits, confirming existing elevations of utilities, structures, etc., and confirming property line/pin locations as needed. The Owner/Owner's Representative will not provide any survey layout work. It will be the responsibility of the Contractor and must be provided by a surveyor who is registered in the State of Ohio. An AutoCAD file, including all linework from the Drawings, plus existing and proposed surfaces, which are to be considered accurate to the nearest foot (i.e., contour line), may be provided for convenience only and at the Contractor's request. Any such supplemental information does not supersede the Drawings in any way.
- B. The Contractor is responsible for having the finished Work conform to the lines, grades, elevations, and dimensions shown on the Drawings. Any inspection or checking of the Contractor's layout by the Owner's Representative and the acceptance of all or any part of it does not relieve the Contractor of the responsibility to secure the proper dimensions, grades, and elevations of the Work.
- C. The Contractor shall coordinate with Summit County Engineer's Office on control points for the project, if available.
- D. The Contractor shall protect all existing control points from damage during construction, when possible. Replace damaged control points at no additional cost to Owner.
- E. Layout of work shall follow Paragraph 1.05 of Section 31 10 00 "Site Preparation".
- F. Prior to the beginning of construction, the position of all existing survey monuments, including property pins in danger of being disturbed by construction, shall be accurately referenced by survey methods so as to re-establish their position and replace the monuments as necessary. A copy of the field notes and coordinate list in ASCII format of the above monuments will be provided to the Summit County Engineer's Survey Department before construction begins.
- G. Survey monuments that are disturbed during construction shall be replaced to its original position. Exception from the requirement to reset a particular survey monument shall require the approval of the Summit County Engineer. All survey field work to replace survey monuments will be documented in field book and/or electronic file to be submitted to the Summit County Engineer and will remain the property of said engineer. Electronic files shall be converted to a standard comma delimited ASCII file prior to submittal to the Engineer. All reset survey monuments shall meet the following specifications.
 - 1. Reset survey monuments shall be composed of durable material.
 - 2. Reset survey monuments shall have a minimum length of 30 inches.
 - 3. Reset survey monuments shall have a minimum cross-sectional area of material of 0.2 square inches.
 - 4. Reset survey monuments shall be identifiable with a durable marker bearing the surveyor's

Ohio registration number and/or company name.

5. Reset survey monuments shall be detectable with conventional instruments for finding ferrous or magnetic objects.

1.07 PROTECTION OF TREES

- A. The Contractor shall take precautions to avoid any unnecessary damage to trees. Branches which overhang the construction limits and which interfere with the operation of equipment shall be tied back to avoid damage, if possible. Where injury to branches is unavoidable, the branches shall be sawed off neatly at the trunk or main branch and the cut area shall be painted with approved tree paint immediately. Any trees damaged beyond saving shall be identified by the Contractor for discussions with the Owner's Representative regarding tree removal alternatives. In the case of trees damaged on private property during the project, the Contractor shall make restitution to the property owner.
- B. The Contractor shall take extra measures to protect trees greater than 5 inches diameter at breast height (DBH) outside the grading extents. Measures may include erecting barricades, trimming to prevent damage from construction equipment, and installing Work by means of hand excavation or tunneling methods. Such trees shall not be endangered by stockpiling excavated material or storing equipment against their trunks.

1.08 OPEN EXCAVATIONS

- A. The Contractor shall adequately safeguard all open excavations by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons and damage to property. Provide suitable and safe bridges and other crossings for accommodating travel by workmen. Remove bridges provided for access during construction when no longer required. The length or size of excavation will be controlled by the particular surrounding conditions, but shall always be confined to the limits prescribed by the Owner's Representative or the authority having jurisdiction of any rights-of-way being occupied by the construction.
- B. The Contractor shall take precautions to prevent injury to the public due to open trenches. Provide adequate light at all trenches, excavated material, equipment, or other obstacles which could be dangerous to the public at night.

1.09 MAINTENANCE OF TRAFFIC

- A. The Contractor shall be responsible for maintaining "local" traffic at all times and for notifying the proper authorities regarding the closing of roads.
- B. The Contractor shall perform the required work with the least inconvenience and maximum safety of the Contractor and the traveling public.
- C. The Contractor shall coordinate with the Owner regarding traffic signage.
- D. The Contractor shall not begin work until standard barricades and warning signs are in

acceptable position and the markers and signs conform to the “Ohio Manual of Uniform Traffic Control Devices for Streets and Highways.”

- E. The cost of all traffic control devices, including replacing existing striping damaged due to construction, shall be incidental to the project.

1.10 CARE AND PROTECTION OF PROPERTY

- A. The Contractor will be responsible for the preservation of all public and private property and use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, restore such property to a condition similar or equal to that existing before the damage was done, or make good on the damage in other manners acceptable to the Owner’s Representative.
- B. Where the Contractor contemplates removal of small structures such as mailboxes, signposts, fencing, guardrails, and culverts that interfere with Contractor’s operations, the Contractor shall obtain approval of property owner and the Owner’s Representative. Move mailboxes to temporary locations accessible to postal service. Replace items removed in their original location and a condition equal to or better than original. This shall be considered as part of the work and replacement shall be done immediately after the installation and backfilling of the sewer. The costs for the removal, relocation, and replacement shall be included with the price bid for various contract items.

1.11 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- A. The Contractor shall assume full responsibility for the protection of all buildings, structures, and utilities, public or private, including poles, signs, services to buildings, utilities, gas pipes, water pipes, hydrants, sewers, drains and electric and telephone cables, whether or not they are shown on the Drawings. Carefully support and protect all such structures and utilities from injury of any kind. Immediately repair any damage resulting from the construction operations at no additional cost to the Owner.
- B. The Contractor shall bear full responsibility for obtaining all locations of underground structures and utilities (including existing water services, drain lines and sewers). Maintain services to buildings and pay costs or charges resulting from damage thereto.
- C. The Contractor shall notify the Ohio Utilities Protection Service (OUPS) at least 48 hours prior to the start of excavating in any public way and also notify in writing all non-participating utility companies in writing at least forty-eight (48) hours (excluding Saturdays, Sundays and legal holidays) before excavating.
- D. The Contractor shall follow rules provided by utilities related to completing the Work in the vicinity of the utilities, such as special instructions for crossing the utilities, etc.

1.12 WATER FOR CONSTRUCTION PURPOSES

- A. For maintenance of all planted areas, the Contractor is responsible for watering. Watering and rainfall shall supply a minimum of 1 inch of water per week.

1.13 DUST CONTROL

- A. The Contractor shall take reasonable measures to prevent unnecessary dust. Earth surfaces subject to dusting shall be kept moist with water or by application of a chemical dust suppressant. When practical, dusty materials in piles or in transit shall be covered to prevent blowing dust.
- B. Buildings or operating facilities which may be affected adversely by dust shall be adequately protected from dust. Existing or new machinery, motors, instrument panels, or similar equipment shall be protected by suitable dust screens. Proper ventilation shall be included with dust screens.

1.14 POLLUTION CONTROL

- A. The Contractor shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances resulting from construction activities. No sanitary wastes shall be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris, or other substance shall be permitted to enter sanitary sewers, and reasonable measures shall be taken to prevent such materials from entering any drain or watercourse.

1.15 MAINTENANCE OF FLOW

- A. The Contractor shall become familiar with the flow behavior of the streams in the project area and stay attuned to the threat of rain events to make efforts to avoid work during periods that could suspend unreasonable amounts of fine sediment. The Contractor shall sequence the work and/or employ temporary flow diversion strategies (e.g. pump arounds, bypass channels, berms, etc.) to conduct the majority of construction activities outside of flowing water or in low flow conditions and make every effort to minimize the suspension of unreasonable amounts of fine sediment into the flow. The Contractor should stabilize the active work zone and withdraw equipment and employees if flood conditions are present or are likely to develop.
- B. Should temporary flow diversion strategies be employed by the Contractor, the Contractor shall be responsible for the condition of any pipe or conduit used for drainage purposes, and all such pipe or conduit shall be left clean and free of sediment.
- C. Temporary flow diversion measures shall be constructed such that they do not result in flooding of upstream properties.

1.16 EQUIPMENT STAGING AND MATERIAL STORAGE

- A. Equipment staging and material storage shall utilize locations agreed upon by the Owner/Owner's Representative and situated in such a way as to minimize disturbance.

- B. The Contractor is responsible for the protection and restoration of all surfaces and existing vegetation in areas that are used for access, staging, or otherwise used during construction.
- C. Equipment shall be kept out of active flow to minimize sediment discharges.
- D. The Contractor shall frequently remove materials no longer required on the project site, such as excess materials, temporary structures, and equipment so that the site shall, at all times, present a neat, orderly, and workmanlike appearance.

1.17 COOPERATION WITHIN THIS CONTRACT

- A. All firms or persons authorized to perform any work under the Contract Documents shall cooperate with Contractors and Subcontractors or trades and assist in incorporating the work of other trades where necessary or required.
- B. Cutting and patching, drilling and fitting shall be carried out where required by the trade or subcontractor having jurisdiction, unless otherwise indicated herein or directed by the Owner's Representative.

1.18 CLEANUP AND DISPOSAL OF EXCESS MATERIAL

- A. During the course of the Work, the Contractor shall keep the site of operations as clean and neat as possible. Dispose of all residues resulting from the construction Work and, at the conclusion of the Work, remove and haul away any surplus excavation, broken pavement, lumber, equipment, temporary structures and any other refuse remaining from the construction operations and leave the entire site of the work in a neat and orderly condition.
- B. In order to prevent environmental pollution arising from the construction activities related to the performance of the Work under the Contract Documents, the Contractor and Subcontractors shall comply with all applicable Federal, State and local laws and regulations concerning waste material disposal, as well as the specific requirements stated in this Section and in other related Sections.
- C. Disposal of excess excavated material in wetlands, stream corridors and plains is strictly prohibited even if the permission of the property owner is obtained. Any violation of this restriction by the Contractor or any person employed by him will be brought to the immediate attention of the responsible regulatory agencies, with a request that appropriate action be taken against the offending parties. The Contractor will be required to remove the fill and restore the area impacted at no increase in the Contract Sum.
- D. The Owner/Owner's Representative reserves the right to instruct specific cleanup, relocation of equipment, or disposal of material at any time.

1.19 NOISE CONTROL

- A. The Contractor shall take reasonable measures to prevent unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All

construction machinery and vehicles shall be equipped with practical sound-muffling devices, and operated in a manner to cause the least noise consistent with efficient performance of the Work.

- B. The Contractor shall provide acoustical barriers effective in reducing noise so noise emanating from tools or equipment will not exceed legal noise levels.
- C. During construction activities on or adjacent to occupied buildings, and when appropriate, Contractor shall erect screens or barriers effective in reducing noise in the building and shall conduct operations to avoid unnecessary noise which might interfere with the activities of building occupants.

1.20 ODOR CONTROL

- A. The Contractor shall take reasonable measures to prevent nuisance odors via sequencing, dewatering, and other means necessary.

PART 2–PRODUCTS

NOT USED

PART 3–EXECUTION

NOT USED

END OF SECTION 01 14 00

SECTION 01 20 00

MEASUREMENT AND PAYMENT

PART 1—GENERAL

1.01 SECTION INCLUDES

- A. Scope.
- B. Construction Bid Items by Item Description.
- C. Final Payment Considerations.

1.02 RELATED DOCUMENTS

- A. Applicable provisions of Division 1 shall govern work in this section.
- B. Section 01 14 00 – Control of Work
- C. Section 01 71 33 – Restoration of Improvements
- D. Section 31 10 00 – Site Preparation
- E. Section 31 23 00 – Excavation, Fill and Grading
- F. Section 31 25 00 – Erosion and Sediment Control
- G. Section 31 37 16 – Rock
- H. Section 32 92 00 – Live Stakes
- I. Section 32 92 19 – Seed and Mulch
- J. Section 32 93 00 – Trees and Shrubs
- K. Section 35 43 00 – Structures

1.03 REFERENCE STANDARDS

- A. ODOT CMS: Ohio Department of Transportation Construction and Materials Specifications (CMS), 2023 edition, including all issued supplemental specifications.

1.04 SCOPE

- A. The Contractor is required at time of submitting a bid proposal for this work to provide specific unit prices that will be used to add or deduct those specific work items or services by an established unit of measure and the stated price per unit. Unit prices include all necessary materials, costs of delivery, installation labor, tools and equipment necessary to provide the unit measured item. Unit prices shall represent full compensation for such work. No direct or separate payment will be made for providing miscellaneous, temporary, or accessory Work and all other requirements of the Contract Documents. Compensation for all such services and

materials shall be included in the prices stipulated for the lump sum and unit price Items listed herein.

- B. For a schedule of unit prices, see the Bid Form. Refer to Paragraph 3 of the Instructions to Bidders for details on the Form of Bid.
- C. The Contractor is responsible for verifying all measurements to their own satisfaction and furnishing the quantity of materials necessary to construct the project according to the general notes, Drawings, and Specifications. There will be no adjustment in the contract sum for any additional amount of types of materials in addition to those listed in the Drawings.
- D. Furthermore, all work shown on the Drawings shall be a part of the Documents whether specifically noted elsewhere in Contract Documents or not.
- E. The Owner's Representative will confirm the actual progress of Work performed by the Contractor.
- F. Partial payments to the Contractor shall be made as stated in the Contract Documents, including Article 21 and Article 22 of the General Provisions.

1.05 CONSTRUCTION BID ITEMS BY ITEM DESCRIPTION (AND ITEM NUMBER)

- A. MOBILIZATION (ITEM #1): This lump sum (LS) item shall include all labor, materials, and equipment necessary for the movement of personnel and equipment to and from the project site and for the establishment and removal of all the Contractor's facilities necessary to the performance of the work.
- B. CLEARING AND GRUBBING WITH WOODY MATERIAL MANAGEMENT (ITEM #2): This lump sum (LS) item shall include all labor, materials, and equipment necessary to clear and grub vegetation and manage the felled woody material and remaining standing stumps for reuse that was left onsite by the tree-clearing contractor in accordance with the Contract Drawings and as specified in Section 31 10 00 "Site Preparation".
 - 1. The estimated clearing and grubbing quantity is included for information purposes only and will not be field measured for payment. This information is not intended as representations or warranties of accuracy regarding conditions and quantities. The Owner will assume no responsibility for interpretations or conclusions drawn from this information. The estimated quantity is ~34,612 cubic yards.
- C. EARTHWORK (CUT AND HAUL OFF OR REPURPOSE) (ITEM #3): This lump sum (LS) item shall include all labor, materials, and equipment necessary to complete excavation, material relocation and grading, backfilling, and compaction on the Project in accordance with the Contract Drawings and as specified in Section 31 23 00 "Excavation, Fill, and Grading".
 - 1. The estimated earthwork quantity is included for information purposes only and will not be field measured for payment. This information is not intended as representations or

warranties of accuracy regarding conditions and quantities. The Owner will assume no responsibility for interpretations or conclusions drawn from this information. The estimated quantity is ~48,030 cubic yards.

- D. ODOT TYPE C AGGREGATE (TYPE C MATERIAL PER ODOT CMS 703.19.B., 12-IN BOULDERS) (ITEM #4): This item, quantified in units of tons (TON), shall include all labor, materials, and equipment necessary to furnish and install the rock in accordance with the Contract Drawings and as specified in Section 31 37 16 “Rock”.
- E. TREE VANES (ITEM #5): This item, quantified in units of each (EA), shall include all labor, materials, and equipment necessary to furnish and install the tree vanes in accordance with the Contract Drawings and as specified in Section 35 43 00 “Structures”.
- F. HARVESTING AND PLACING WOOD/BRUSH WITHIN WETLAND CELLS (ITEM #6): This lump sum (LS) item shall include all labor, materials, and equipment necessary to harvest, transport, and place/install the wood and brush piles in the wetland cells in accordance with the Drawings and as specified in Section 35 43 00 “Structures”.
 - 1. The estimated wood/brush quantity is included for information purposes only and will not be field measured for payment. This information is not intended as representations or warranties of accuracy regarding conditions and quantities. The Owner will assume no responsibility for interpretations or conclusions drawn from this information. The estimated quantity is ~3,700 CY.
- G. CONTAINER TREES (ITEM #7): This item, quantified in units of each (EA), shall include all labor, materials, and equipment necessary to furnish, install, and maintain the container trees and deer guards in accordance with the Contract Drawings and as specified in Section 32 93 00 “Trees and Shrubs”.
- H. LIVE STAKES (ITEM #8): This item, quantified in units of each (EA), shall include all labor, materials, and equipment necessary to furnish, install, and maintain the live stakes in accordance with the Contract Drawings and as specified in Section 32 92 00 “Live Stakes”.
- I. NATIVE SEED MIX AND MULCH (ITEM #9): This item, quantified in units of square yards (SY), shall include all labor, materials, and equipment necessary to furnish, install, and maintain the native seed mix and straw mulch as shown in the hatched area of the Drawings in accordance with the Contract Drawings and as specified in Section 32 92 19 “Seed and Mulch”.
- J. EROSION CONTROL (ITEM #10): This lump sum (LS) item shall include installation and maintenance of temporary control measures solely for the purpose of erosion and sediment control, including, but not limited to, the construction entrance and silt fence, and be in accordance with applicable items in the Contract Documents and as specified in Section 31 23 00 “Erosion and Sediment Control”.
- K. MAINTENANCE OF FLOW AND DEWATERING (ITEM #12): This lump sum (LS) item

shall include all labor, materials, and equipment necessary to complete work in dry or low flow conditions as specified in Section 01 14 00 "Control of Work" and Section 31 23 00 "Excavation, Fill, and Grading".

- L. CONSTRUCTION STAKING/LAYOUT/CONTROL ESTABLISHMENT (ITEM #13): This lump sum (LS) item shall be in accordance with the Contract Drawings and applicable items in Section 01 14 00 "Control of Work".
- M. SITE ACCESS AND RESTORATION ON PROJECT PARCELS (ITEM #14): This lump sum (LS) item shall include restoration of disturbed areas outside the native seed limits in the Drawings (e.g. soil balancing area, if used) as well as other required improvements in accordance with applicable items in Section 01 71 33 "Restoration of Improvements".

1.06 FINAL PAYMENT

- A. Comply with the requirements for Final Payment contained in the Contract Documents.
- B. Before final payment is made to the Contractor, the Contractor shall submit to the Owner's Representative a release, in writing, from all the property owners whose property has been used by the Contractor outside the limits of construction and/or Right-of-Way.

PART 2-PRODUCTS

NOT USED

PART 3-EXECUTION

NOT USED

END OF SECTION 01 20 00

SECTION 01 71 33

RESTORATION OF IMPROVEMENTS

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Structures and Facilities
- B. Roads, Streets, and Other Paved Surfaces
- C. Stream Bed
- D. Cultivated Areas and Other Surface Improvements

1.02 RELATED SECTIONS

- A. Section 01 14 00 – Control of Work
- B. Section 32 92 19 – Seed and Mulch

1.03 STRUCTURES AND FACILITIES

- A. The Contractor shall take all precautions necessary to protect the integrity and usefulness of all existing facilities. The Contractor may, with the approval of the Owner's Representative, remove such existing structures, including but not limited to, curbs, gutters, conduits, pipelines, vaults, manholes, cables and conduits and poles as may be necessary for the performance of the Work and shall re-build the structures thus removed in as good a condition as found in accordance with the regulatory requirements and the Contract Documents. The Contractor shall also repair existing structures which may be damaged as a result of the Work under the Contract Documents as nearly as possible to the original condition, to the satisfaction of the Owner's Representative.
- B. The Contractor is liable for all fines, legal fees, etc. that are placed on the Owner as a result of sewer discharges to any stream in the project area from a crushed or otherwise damaged sewer crossing that is inadequately protected, per Section 01 14 00 "Control of Work".

1.04 ROADS, STREETS, AND OTHER PAVED SURFACES

- A. Unless otherwise specified, roads and streets in which the surface is removed, broken, or damaged during the Work under the Contract Documents, shall be resurfaced and brought to the original grade and section. Roadways used by the Contractor shall be cleaned and repaired. Before resurfacing material is placed, edges of pavements shall be trimmed back far enough to provide clean, solid, vertical faces, and shall be free of loose material. All paved surfaces shall be cut with a pavement saw. Rough cuts are not allowed. Repair work shall conform to the provisions of the Governing Agency, applicable specifications in Part 3 of this Section and as directed by the Owner's Representative.

- B. The cost of all roadway, street, and other paved surface restoration shall be incidental to the project.

1.05 STREAM BED

- A. Where the stream bed has been disturbed outside the work area as a result of the Work and/or construction activities, existing bed material shall be replaced and/or adjusted to match the pre-disturbance grades and contours.

1.06 CULTIVATED AREAS AND OTHER SURFACE IMPROVEMENTS

- A. Cultivated or planted areas and other surface improvements which are damaged by actions of the Contractor shall be restored as nearly as possible to their original condition.
- B. The cost of all surface improvement restoration outside those shown on the Drawings shall be incidental to the project.

PART 2-PRODUCTS

NOT USED

PART 3-EXECUTION

3.01 INSTALLATION

- A. All restoration shall be completed in strict accordance with the appropriate items of the Specifications, as directed by the Owner's Representative. All disturbed areas shall be restored as nearly as practical to the condition they were prior to construction within thirty (30) days. All drainage ditches disturbed by the Contractor's Work shall be restored, reshaped, and graded to drain properly. Sod, erosion control mats, or other methods shall be used by the Contractor to ensure that drainage ditches are restored to the pre-construction condition as much as practical.
- B. Pavement restoration shall be in accordance with the provisions of the Governing Agency responsible for the particular road, as directed by the Owner's Representative.
- C. The Contractor shall restore unpaved areas by seeding and mulching. Commercial fertilizer shall be used and shall have a chemical analysis of 10-20-10. The fertilizer shall be delivered to the Project Site in manufacturer's containers, unopened. The container, or an attached tag, shall have printed upon it the manufacturer's name and the chemical analysis of the contents.
- D. All maintained yards shall be restored with shredded topsoil and fertilizer prior to seeding and mulching. The Contractor shall remove all stones 1-inch and greater in any dimension.

Shredded topsoil shall be placed in loose lifts that construct a 4-inch compacted depth. Grass seed shall be similar to existing or per the Lawn Seed Mix in Section 32 92 19 "Seed and Mulch" unless otherwise approved by the Owner/Owner's Representative. Mulch mats or other methods shall be employed to ensure that slopes are properly restored, with any staples or nails removed once the grass has sufficiently rooted to stabilize the slope.

- E. When restoration is performed in the summer months of June, July, and August the Contractor shall utilize temporary mulching and seeding. Temporary mulching shall then be removed as necessary, with final seeding and mulching performed September 1 through September 15.
- F. The cost of all restoration of streets, drives, walks, sod, curbs, etc., shall be included in the various items of the Contract Documents. When restoring walks, curb ramps shall be constructed at intersections where the existing walk has been disturbed. Contact the jurisdictional agency for curb ramp requirements.

END OF SECTION 01 71 33

SECTION 01 77 19

SUBSTANTIAL AND FINAL COMPLETION

PART 1–GENERAL

1.01 SECTION INCLUDES

- A. Scope
- B. Final Completion

1.02 SCOPE

- A. Substantial Completion is defined as the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents so that Owner can occupy or utilize the Work for its intended use.
- B. Specific to this project, Substantial Completion shall occur when all grading, rock and wood placement, and planting associated with this Contract have been completed.
- C. The Contractor shall also have reasonable access to make corrections during a one (1) year Correction Period following Substantial Completion.

1.03 FINAL COMPLETION

- A. Final completion is defined as the stage in the progress of the Work when all Work is completed in full, including punch list items, outstanding deficiencies, etc.
- B. Specific to this project, Final Completion shall occur when all punch list items have been addressed and demobilization has occurred.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION 01 77 19

SECTION 31 10 00

SITE PREPARATION

PART 1–GENERAL

1.01 SUMMARY

- A. The work in this section consists of furnishing all labor, materials and equipment necessary to perform removal of trees, shrubs, and other plant life and strip and stockpile topsoil within the work areas as indicated on the Construction Drawings.

1.02 RELATED SECTIONS AND DIVISIONS

- A. Applicable provisions of Division 1 shall govern work in this section.
- B. Section 01 14 00 – Control of Work
- C. Section 01 71 33 – Restoration of Improvements
- D. Section 31 23 00 – Excavation, Fill, and Grading
- E. Section 35 40 00 – Rock

1.03 REFERENCE STANDARDS

- A. ORC refers to Ohio Revised Code.

1.04 PROTECTION

- A. The Contractor shall protect trees, plant growth, and features designated to remain as final landscaping.
- B. Protection for all landscaping, existing structures, and utilities shall conform to Section 01 14 00 “Control of Work”.
- C. The Contractor shall employ barricades and lanterns, erect and maintain temporary fences and guardrails and other provisions necessary to the safe and expeditious progress of the work and to safeguard against any damage to life and/or property.
- D. The Contractor shall use timber matting through existing wetlands as well as low or persistently wet areas as necessary to avoid impacts to existing wetlands.

1.05 LAYOUT OF WORK

- A. Drawings indicate existing grades and finished grades required for construction. Existing grades shown are believed to be within accepted tolerance of error but are not absolute. Contractor shall satisfy themselves as to existing contours and elevations. The Contractor shall complete all excavating, filling, and grading indicated by solid line contours and spot elevations on the Contract Drawings.

- B. The construction layout shall conform to paragraph 1.06 of Section 01 14 00 “Control of Work”.

PART 2–PRODUCTS

2.01 CONSTRUCTION AND TREE PROTECTION FENCING

- A. Material shall be high density, polyethylene; 4 ft. high; color - orange or approved equal.

2.02 PAVEMENT AND INFRASTRUCTURE PROTECTION

- A. Existing pavement (trail, driveways, roadways, parking lots, sidewalks, curbs, etc.) shall be protected from construction equipment using appropriate material for the loading and tread type.
- B. Infrastructure shall be protected from construction equipment using appropriate material for the loading and tread type.
- C. See Section 01 71 33 “Restoration of Improvements” for additional information on infrastructure protection.

2.03 TOPSOIL

- A. Topsoil shall be as specified in paragraph 2.02 of Section 31 23 00 “Excavation, Fill, and Grading.”

2.04 TIMBER MATTING

- A. Timber matting, or swamp mats, shall be made of hardwood timber or approved alternative.

2.05 AIRBRIDGE

- A. An airbridge that conforms to Enbridge Gas Ohio must be provided prior to equipment crossing the gas transmission line.

PART 3–EXECUTION

3.01 SITE PREPARATION

- A. Areas of trees and other vegetation that are to be saved or protected will be identified by the Owner and/or Engineer prior to the start of work. Any properties, cultural sites, wetlands, and other sensitive areas shall be protected. The Contractor shall not encroach into any area designated to be preserved. If any cultural sites, areas of concern, or evidence of threatened or endangered species are encountered, the Contractor shall stop work in the area and notify the Engineer immediately.

- B. The Contractor shall remove and relocate as required any existing signs which fall into his work area. Contractor shall coordinate with governing authority for sign relocations.
- C. The Contractor assumes sole responsibility for “in-kind” replacement of anything damaged within the protected areas, restoring these areas to equal or better conditions. It is the recommendation of the Engineer that the Contractor document pre-construction conditions on all properties with photographic evidence.

3.02 CONSTRUCTION AND TREE PROTECTION FENCING

- A. Install fencing prior to commencing clearing operations as necessary. Do not store vehicles, equipment or materials within this protected area. Repair or replace vegetation and trees to remain that are damaged during construction as directed by the Owner’s Representative at no additional cost. Provide staking to support fencing.
- B. Attaching to or using vegetation to support fence shall not be permitted.

3.03 PAVEMENT PROTECTION

- A. Material to protect asphalt and concrete surfaces shall be placed prior to any construction equipment unloading or use on the site. The Contractor shall replace all damaged surfaces.

3.04 CLEARING AND GRUBBING

- A. Large-diameter trees have been previously felled and left at the site.
- B. The Contractor shall clear and grub remaining woody material within the grading areas as shown on the Drawings. The Contractor shall use a stump grinder or similar implement to remove existing stumps on areas with traversable slopes (gradients less than 2:1), as directed by the Owner’s Representative. The depth of grubbing below existing ground surface shall be determined based on existing conditions, but generally should not exceed 6 inches in depth. Branches, trunks, and other woody material shall be collected and disposed of in appropriate collections areas, identified and approved by the Owner’s Representative.
- C. Should additional areas need clearing, the Contractor shall only clear trees smaller than 5 inches diameter at breast height (DBH).
- D. The Contractor shall clear trees larger than 5 inches DBH only between the dates of October 1 and March 31.
- E. Once clearing and grubbing has been completed, the Contractor shall prepare the material for re-use on the project per Section 35 43 00 “Structures”.
- F. Burning of cleared vegetation is prohibited.

3.05 TOPSOIL STRIPPED AND STOCKPILED

- A. Excavate topsoil from areas to be built upon, cut or filled, or to have surface improvements.

- B. Temporarily stockpile available topsoil on site and protect from erosion.
- C. All stripped and stockpiled topsoil shall be spread evenly across the seed planting areas. It shall not be required to haul in additional topsoil nor shall there be excess topsoil to haul off site.
- D. Excavated material shall not be at the finished surface of live stake and seed planting areas.

3.07 TIMBER MATTING

- A. Operating heavy equipment in wetlands shall be minimized, and such equipment other than fixed equipment (drill rigs, fixed cranes, etc.) shall not be stored, maintained, fueled or repaired in wetlands unless the equipment is broken down and cannot be easily removed.
- B. Woody vegetation (trees, shrubs, etc.) shall be cut at or above ground level and not uprooted in order to prevent disruption to the wetland soil structure and to allow stump sprouts to revegetate the work area.
- C. Minimize impacts to wetland areas during installation, use, and removal.
- D. Install adequate erosion and sediment controls at approaches to mats to promote a smooth transition to, and minimize sediment tracking onto, swamp mats.
- E. In most cases, timber mats should be placed along the travel area so that the individual boards are resting perpendicular to the direction of traffic. No gaps should exist between mats. Place mats far enough on either side of the resource area to rest on firm ground.
- F. Mats should not be placed so that they restrict the natural flow of the stream.
- G. Matted wetland crossings should be monitored to assure correct functioning of the mats. Inspect mats after use. Look for any defects or structural problems. Mats which become covered with soil or construction debris should be cleaned and the materials removed and disposed of in an upland location. The material should not be scraped and shoveled into the resource area. Mats which become imbedded must be reset or layered to prevent mud from covering them or water passing over them.
- H. Matting should be removed by “backing” out of the site, removing mats one at a time. Any rutting or significant indentations identified during mat removal should be regraded immediately, taking care not to compact soils.
- I. Special precautions should be taken to promptly stabilize areas of disturbed soil located near wetlands and streams. Matted areas within wetlands shall be restored to their original condition and elevation. This may involve natural revegetation from existing root and seed stock of native plant species.

END OF SECTION 31 10 00

SECTION 31 23 00

EXCAVATION, FILL, AND GRADING

PART 1—GENERAL

1.01 SUMMARY

- A. The work in this section consists of furnishing all labor, materials and equipment necessary to perform excavation, storage, and finished grading within the work areas as indicated on the Drawings.

1.02 RELATED SECTIONS AND DIVISIONS

- A. Applicable provisions of Division 1 shall govern work in this section.
- B. Section 01 14 00 – Control of Work
- C. Section 31 10 00 – Site Preparation

1.03 REFERENCE STANDARDS

- A. ASTM refers to American Society for Testing Materials (ASTM) specifications.
- B. ORC refers to Ohio Revised Code

1.04 REQUIREMENTS FOR REGULATORY AGENCIES

- A. The Contractor shall fully comply with all applicable laws, ordinances, safety requirements, codes and regulations of federal, state and local governing bodies having jurisdiction.
- B. The Contractor shall obtain from the appropriate agencies and authorities, the dewatering and stormwater discharge permits required to remove and dispose of groundwater, surface water, and any other water used in Contractor's operations. The permits shall be obtained prior to start of construction.

1.05 PROTECTION

- A. Protection of on-site and adjacent properties and utilities shall be as specified in paragraph 1.04 of Section 31 10 00 “Site Preparation.”

1.06 DISPOSITION OF UTILITIES

- A. Rules and regulations governing the respective utilities shall be observed in executing all work under this section. Notify all utilities existing in the area of this operation to verify locations, prior to beginning as required by ORC Sec. 3781.28.(A). All known utilities are listed on the drawings. Contact OUPS 48 hours in advance of any excavations.
- B. Active utilities shown on the Drawings shall be adequately protected from damage and removed or relocated only as indicated or specified.

- C. Active utilities not shown on the Drawings shall be protected or relocated in accordance with written instruction from the Owner's Representatives. Report in writing the location of such active utilities not shown on the Drawings.
- D. Inactive and abandoned utilities encountered in excavating and grading operations shall be removed, plugged or capped as directed. Report in writing the location of such abandoned utilities.

1.07 EXISTING SITE CONDITIONS

- A. The Contractor shall remain aware of the weather throughout the watershed that may contribute to flows that the Contractor may not otherwise be aware of.

1.08 CLASSIFICATION OF EXCAVATION

- A. The Contract includes all trenching and finished grading necessary to complete the project on an "Unclassified Basis" and includes (without limitation thereto) the excavation and removal of all soil, shale, rock, boulders, fill, construction rubble, subsurface structures, foundations, etc., and every kind of subsurface condition encountered in contract area.

1.09 TESTING AND GEOTECHNICAL SERVICES

- A. No geotechnical investigations were performed by the Owner prior to construction. The Contractor is responsible for geotechnical information as necessary.
- B. Testing, as requested by the Owner, will be performed by the Contractor's independent laboratory to determine conformance with the specifications. Submit laboratory qualifications for review and approval. This testing shall be performed at no additional cost to the Owner. In addition, during critical times of construction, the Contractor shall provide on-site independent geotechnical engineering services to observe installations.

1.10 SUBMITTALS

- A. Inspection and test reports of materials and installations.

PART 2-PRODUCTS

2.01 TOPSOIL

- A. Topsoil material shall contain loose friable loam, free of heavy clay, refuse, stumps and large roots, rocks over two (2) inches in diameter, brush, weeds and weed seeds, or other material which would be detrimental to the proper development of vegetative growth.
- B. Any topsoil provided from off-site supplies shall be a silt loam soil with a pH of 5.5 to 7.0. Organic content shall be no less than 1% and no more than 12% by weight as determined by loss through ignition. The mechanical analysis shall be:

<u>U.S. Standard Sieve Size</u>	<u>Percent Finer by Weight</u>
3/4"	100%
No. 4	90 - 100%
No. 200	0 - 10%

- C. The clay content of the material passing the No. 200 sieve shall not be greater than 60% or as determined by the hydrometer test.
- D. Tests will be performed by the Contractor's independent laboratory on topsoil stockpile and off-site supplies, as requested by Owner.

2.02 EQUIPMENT

- A. Compaction equipment shall be capable of consistently achieving the specified compaction requirements.

PART 3–EXECUTION

3.01 TOPSOIL STRIPPED AND STOCKPILED

- A. Prior to general excavation, the Contractor shall strip sod, organics and topsoil to its entire depth from the areas per paragraph 3.05 of Section 31 10 00 “Site Preparation.”

3.02 EXAMINATION AND PREPARATION

- A. Verify that systems for dewatering/flow manipulation are in place before commencing with excavation to reduce suspended sediment.
- B. Immediately notify the Owner’s Representative if unexpected subsurface facilities or suspected hazardous materials are encountered during excavation. Discontinue affected work in area until notified to resume work.
- C. Underpin adjacent structures that could be damaged by excavation work.
- D. Potholing the Enbridge Gas Ohio (EGO) pipeline for positive depth identification is required by EGO and shall be performed by the Contractor prior to construction commencement. The Contractor shall utilize 811 DIG to coordinate with EGO, as an EGO employee must be onsite.
 - a. The Contractor shall be required to pothole all EGO crossings by hand digging, core drilling and vacuum methods, or other method approved by EGO in every crossing of the EGO pipeline. The Contractor shall pothole to determine the exact location of the pipe in these critical situations prior to construction.

3.03 PROTECTION OF IN-PLACE CONDITIONS

- A. Support and protect from damage – existing pipes, poles, wires, fences, curbs, property line markers, and other features or structures which must be preserved in place to avoid being temporarily or permanently relocated.
- B. Discontinue digging by machinery when excavation approaches pipes, conduits, dams, or other underground structures. Continue excavation by using hand tools. Include such manual excavation in work to be done when incidental to normal excavation and under items involving normal excavation.

3.04 EXCAVATION

- A. Excavation shall be performed so as to permit segregation and selection of materials of different character in accordance with their suitability. Existing foundations, slabs, construction rubble, abandoned utilities, etc. discovered during excavations shall be removed within 2 feet of finished grades. Unsuitable materials, as determined by the Owner's Representative, will be disposed of as specified in paragraph 1.18 of Section 01 14 00 "Control of Work".
- B. The Contractor shall stop excavation and/or grading activities if non-rippable (i.e., resistant) bedrock is found. The Contractor shall contact the Owner and Engineer, who will work to revise the design to exclude bedrock excavations. Discovery of bedrock material will not delay the project deadline. Shale that is encountered during grading is not considered bedrock.
- C. All excavations shall be maintained in good condition during construction so as not to impair the attainment of the final slopes and grades called for on the Construction Drawings, and all necessary precautions shall be taken to prevent movement of cut slopes in all excavation areas.
- D. Prior to commencing excavation, the Contractor shall install water control/maintenance of flow measures as necessary per Section 01 14 00 "Control of Work".
- E. Construction shall be suspended during periods of rainfall which produce runoff. Construction shall remain suspended if ponded water is present or if residual soil moisture contributes significantly to the potential for clumping or other forms of compaction.
- F. Keep excavations free from impounded water.
- G. Topsoil shall be stripped and temporarily stockpiled, per Section 31 10 00 "Site Preparation".
- H. Temporarily stockpile materials on site in a manner to minimize erosion.
- I. Excavations that are not shored and deeper than 4 feet (1.2 m) shall have banks laid back to a minimum stable slope matching the angle of repose of the excavated material.
- J. Workers shall have an adequate means of exit from excavations that are 4 feet (1.2 m) or greater in depth. The means of exit shall not require more than 25 feet (7.5 m) of lateral travel.

- K. Excess excavated material must be hauled offsite to a location approved by the Engineer in advance. Soil left onsite shall be stabilized and seeded.

3.05 PROTECTION

- A. Formulate excavation, backfilling, and filling schedule and procedures to eliminate possibility of undermining or disturbing foundations of partially and completed structures, pipelines and embankments or existing structures and pipelines.
- B. Disturb as minimal an area as practical when completing the Work.

3.06 FILL

- A. Fill to lines and grades necessary to provide finish grades.
- B. Excess cut must be placed at a separately identified, upland site. Prior to use, this site must be provided to Engineer for review and approval.
- C. Use a placement method that does not disturb or damage other work or existing features.
- D. In and around underground utilities the backfill material shall be hand-placed in 6-inch lifts to an elevation that is 12 inches minimum above the pipe and shall be compacted as specified using mechanical hand tampers. Proper care shall be exercised during this operation so as not to disturb the pipe or utilities. Remaining backfill shall be machine-placed in 6-inch lifts and compacted as specified.

3.07 GRADING

- A. The Contractor shall grade to elevations and locations shown on the Drawings. Final grades and surfaces shall be smooth, even, and free from clods and stones, weeds, brush, and other debris.
- B. The Contractor shall take steps to avoid over-compaction to the extent practical in areas where vegetation must be established.
- C. The construction activities shall be conducted to minimize the extent of disturbed soils exposed at any one time and the length of soil exposure. The Contractor shall not exceed three (3) days before seeding, mulching, and/or blanketing disturbed areas along a stream. Should chance of rain be present, the Contractor shall seed, mulch, and blanket the reach more frequently.

3.08 RESTORATION

- A. Restore public and private property, structures, and infrastructure promptly. Begin restoration work within 24 hours of when damage occurred.
- B. Existing surfaces, features, or utilities that are to remain but are damaged during construction shall be repaired or replaced to at least the condition in which they were found immediately before work began, unless noted otherwise.

- C. Damaged Trees to Remain: Cut all damaged branches, limbs, and roots smoothly and neatly without splitting or crushing. Neatly trim, cut the injured portions and cover with an application of grafting wax or tree healing paint. Replace damaged trees which subsequently die or continue to show lack of growth due to damage, 1 year after substantial completion.
- D. Cultivated Vegetation: This includes, but is not limited to, hedges, shrubs, and plants. Vegetation that is damaged shall be replaced with equal kind and of at least the same quality as before work began.

END OF SECTION 31 23 00

SECTION 31 25 00

EROSION AND SEDIMENT CONTROL

PART 1–GENERAL

1.01 SUMMARY

- A. The work to be performed under this section consists of furnishing all labor, materials, and equipment necessary to stabilize the site with erosion and sediment control devices.

1.02 RELATED SECTIONS AND DIVISIONS

- A. Applicable provisions of Division 1 shall govern work in this section.
- B. Section 32 92 19 – Seed & Mulch

1.03 REQUIREMENTS FOR REGULATORY AGENCIES

- A. The Contractor shall fully comply with all federal, state, and local requirements, laws, and regulations.

1.04 REFERENCE STANDARDS

- A. Ohio EPA Storm Water Pollution Prevention Plan checklist for construction activities.
- B. Conservation Practice Standards in the Standard Specifications shall refer to Ohio Department of Natural Resources, Division of Soil and Water Conservation, Rainwater and Land Development, current edition.
- C. Standard Specifications: Unless otherwise indicated, Standard Specifications shall refer to the Ohio Department of Transportation (ODOT) Construction and Materials Specifications (CMS), 2023 edition, including all issued supplemental specifications.

1.05 SUBMITTALS

- A. Samples and product data sheets of specified materials in Part 2 – Products.

1.06 QUALITY CONTROL

- A. Construct and maintain erosion sediment control measures in accordance with the Conservation Practice Standards.
- B. Check facilities weekly and after any 0.5-inch or larger rainfall event. Make needed repairs within 24 hours.

PART 2–PRODUCTS

2.01 STRAW MAT

- A. Mat products shall be in conformance with criteria specified in Conservation Practice Standard Chapter 7, Soil Stabilization.
- B. The Contractor shall furnish a straw mat with biodegradable netting and a minimum design shear stress of 2.0 lbs/ft².
- C. A 300 mm by 300 mm sample of a product proposed for erosion mat may be required to verify that it is prequalified. When a sample is required, it shall be accompanied by the manufacturer's literature for the proposed product.
- D. Staples shall be used for fastening straw mats. Sizing shall be per manufacturer's recommendation.

2.02 SILT FENCE

- A. Material shall be composed of strong rot-proof polymeric fibers formed into a woven or non-woven fabric, Type C sediment fence as specified in the Standard Specifications, Section 712.09.
- B. Furnish wrapping on each roll of fabric to protect the fabric from ultraviolet radiation and from abrasion during shipping and handling. Keep geotextile dry until installed.
- C. Products that meet the erosion prevention and sediment control goals of temporary silt fence may alternatively be used, such as straw bales or mulch berms, as approved by the Owner's Representative.

2.03 CONSTRUCTION ENTRANCE

- A. Construction entrances shall conform to Conservation Practice Standards Chapter 7, Section 7.4-Construction Entrance, or as otherwise shown in the plans.

2.04 MULCHING

- A. Mulching shall be as specified in Section 32 92 19 "Seed & Mulch"
- B. Binder shall be chemical mulch binder consisting of a polymer synthetic resin, polypectate or other material which gives similar properties as asphalt emulsion in tacking mulch.

2.05 DEWATERING ACTIVITIES

- A. Methods and products for sediment control from dewatering activities shall follow the Rainwater and Land Development guide.
- B. Alternative devices, such as filter bags, may also be used in accordance with the approved SWPPP.

PART 3–EXECUTION

3.01 STRAW MAT

- A. Erosion control mat shall be installed in accordance with manufacturer’s recommendations and detail in the Drawings.
- B. Staples shall be installed at a minimum rate of 1.5 per square yard, with rows at the top and toe of bank.

3.02 SILT FENCE

- A. Silt fence shall be constructed in conformance with the criteria specified in Conservation Practice Standards Chapter 6, Section 6.3 Silt Fence.
- B. Stakes for silt fencing shall be installed one every three (3) feet. Leave no gaps between.
- C. Remove sediment from fencing if deposits reach half the fence height.
- D. Maintain until lawn is established.

3.03 CONSTRUCTION ENTRANCES

- A. Stone tracking pads shall be installed where shown and as detailed in the Drawings. Maintenance of tracking pad shall be in accordance with the criteria in Conservation Practice Standards Chapter 7, Section 7.4-Construction Entrances.
- B. Rock shall be a minimum 6-inch thick layer of stone, placed over the entire length and width of the construction entrance, as shown in the Drawings.
- C. Surface water must be prevented from passing through construction entrances. Flows shall be diverted away from construction entrances and conveyed under and around them such as with culverts.
- D. When erodible materials accumulate on the surface of the construction entrance, additional stone shall be furnished, as needed to prevent tracking, at no additional cost to Owner.
- E. Any sediment tracked onto a road shall be removed before the end of each day. Flushing sediment shall not be allowed.

3.04 MULCHING

- A. Straw mulch shall be applied per Section 32 92 19 “Seed & Mulch” and the Construction Drawings.

3.05 DEWATERING ACTIVITIES

- A. There shall be no sediment-laden or turbid discharges to the water resources or wetlands resulting from dewatering activities. If trench or ground water contains sediment, it must pass through an approved method/device for effective sediment control, prior to being discharges

from the construction site. Alternatively, sediment may be removed by settling in place or by dewatering into a sump pit, filter bag, or comparable practice.

- B. Excavated material shall be adequately dewatered to prevent sediment-laden drainage from haul trucks from being discharged onto a road surface.

END OF SECTION 31 25 00

SECTION 31 37 16

ROCK

PART 1–GENERAL

1.01 SUMMARY

- A. The work in this section consists of furnishing and placing all media for the structures and temporary construction entrance.

1.02 RELATED SECTIONS AND DIVISIONS

- A. Applicable provisions of Division 1 shall govern work in this section.
- B. Section 31 23 00 – Excavation, Fill, and Grading
- C. Section 31 25 00 – Erosion and Sediment Control
- D. Section 35 43 00 – Structures

1.03 REFERENCE STANDARDS

- A. ASTM refers to American Society for Testing Materials (ASTM) specifications.
- B. Standard Specifications: Unless otherwise indicated, Standard Specifications shall refer to the Ohio Department of Transportation (ODOT) Construction and Materials Specifications (CMS), 2023 edition, including all issued supplemental specifications.

PART 2–PRODUCTS

2.01 ROCK

- A. Rock shall be clean/washed and consistent with the sizing categories in the Construction Drawings per the sizing categories in the Standard Specifications.
- B. All rock shall be composed of durable limestone or dolomite. Broken/recycled concrete is not permitted.
- C. Particles shall meet soundness requirements of Section 703.19 from the Standard Specifications.

2.02 TEMPORARY CONSTRUCTION ENTRANCE ROCK

- A. Stone for the temporary construction entrance shall be No. 2 stone per ASTM D448.

PART 3–EXECUTION

3.01 STRUCTURES

- A. See Section 35 43 00 “Structures” for installation of rock within structures.

3.02 TEMPORARY CONSTRUCTION ENTRANCE ROCK

- A. See Section 31 25 00 “Erosion and Sediment Control” for installation of temporary construction entrance(s).

END OF SECTION 31 37 16

SECTION 32 92 00

LIVE STAKES

PART 1—GENERAL

1.01 SUMMARY

- A. The work to be performed under this section consists of furnishing all labor, materials, and equipment necessary to harvest and plant live stakes in conjunction with the project and other incidental items related to the work described herein.

1.02 RELATED SECTIONS AND DIVISIONS

- A. Applicable provisions of Division 1 shall govern work in this section.
- B. Section 32 92 19 – Seed and Mulch

1.03 REQUIREMENTS FOR REGULATORY AGENCIES

- A. The Contractor shall fully comply with all federal and state plant inspection requirements, fertilizer laws and other applicable laws and regulations.

1.04 REFERENCE STANDARDS

- A. Scientific and common names for plants are generally in conformity with approved names given in Standardized Plant Names published by the American Joint Committee on Horticulture Nomenclature. Names of varieties not included in that reference are generally in conformity with names accepted in the nursery trade.
- B. Quality as established by American Standard for Nursery Stock, AAN.
- C. Operating procedures and other requirements by American National Standards Institute (ANSI).
- D. Standard Specifications: Unless otherwise indicated, Standard Specifications shall refer to the Ohio Department of Transportation (ODOT) Construction and Materials Specifications (CMS), 2023 edition, including all issued supplemental specifications.

1.05 SUBMITTALS

- A. Submittals shall conform to the schedule in the Standard Specifications Section 108.03.
- B. Qualification Data: Refer to Paragraph 1.06 in this section.
- C. Planting Schedule: Indicating anticipated planting dates.
- D. Maintenance Instructions: Recommended procedures to be established by the Contractor for maintenance of live stakes during the maintenance period. Submit before expiration of required maintenance periods.

1.06 QUALITY ASSURANCE

- A. Installer Qualifications: The submitting bidders shall be, and have been, actively and directly engaged in live stake installation for a period of three (3) or more years. Provide proof of three (3) or more successful live stake installations.
- B. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when planting is in progress.
- C. Pre-installation Conference: Conduct conference at Project site.
- D. Post-installation Conference: Conduct conference at Project site with Owner, Maintenance Staff and Engineer.
- E. No species shall be substituted without prior approval. The approved species of stakes shall be as approved by the Engineer.
- F. Stakes shall be bundled by species and shall be identified with durable and waterproof labeling. Labels shall state the botanical and common name and number of the species. Botanical names shall match those in the Drawings. Stakes that are unlabeled or improperly labeled shall not be accepted.
- G. Stakes that are damaged or desiccated, or do not meet the material specifications shall not be accepted. The Contractor shall remove all rejected material by the close of the working day.

1.07 SCHEDULING

- A. Planting Restrictions: Coordinate planting periods with maintenance periods to provide required maintenance from date of Substantial Completion.
- B. Live stakes should be installed during their dormancy period, unless otherwise approved by Owner or Engineer. Dormancy is typically the months of December, January, and February. Planting that occurs outside of the dormancy period shall be conducted at the Contractor's risk (refer to paragraph 3.07 in this section).
- C. Basal end of live stakes shall be soaked in water for a minimum of 24 hours immediately after harvesting. Plant immediately after removing from water soaking buckets, ideally within two (2) days of harvesting, but no more than 10 days after harvesting.

PART 2—PRODUCTS

2.01 LIVE STAKES

- A. Live stakes are defined as healthy, vigorous stock with a minimum diameter of 3/8 inches and minimum lengths of 24 inches (longer lengths may be necessary to reach wetted soil above ground water table). Nursery-grown stock shall comply with applicable requirements of

ANSI Z60.1.

- B. Live stakes shall be free of defects such as knots, sun-scald, or other injuries.

PART 3–EXECUTION

3.01 HARVESTING

- A. Live stakes shall be ideally harvested one (1) to two (2) days prior to planting and immediately soaked in water for a minimum of 24 hours. If planting cannot occur within 48 hours of harvest, store harvested stakes with basal end soaked in water in refrigerated storage at thirty-four (34) to forty degrees Fahrenheit (40°F) with greater than ninety percent (90%) humidity.
- B. Live stakes may be purchased or collected from on-site sources.
- C. Live stakes shall be straight branches or main stems, with a minimum of 3/8-inch diameter, although one to three inches (1-3") in diameter is preferred and a minimum length of 24 inches, although lengths up to four feet (4') is preferred. Cutting shall occur four to six inches (4- 6") above the ground using loping shears, hand or chain saw, or other method. Stakes shall have clean cuts and lateral branches removed with bark intact.
- D. The basal end of the stake shall be cut at a forty-five-degree (45°) angle for easy insertion into the soil. The top of the stake shall be cut square to identify it and to allow a solid striking surface.

3.02 STORAGE

- A. All live stakes shall arrive on site no later than twenty-four (24) hours after harvest or removal from cold storage. It is recommended the delivery be phased to eliminate problems.
- B. Live stakes shall be harvested no earlier than one month before planting and stored with basal end soaked in water in refrigerated storage at thirty-four to forty degrees Fahrenheit (34-40°F) with greater than ninety percent (90%) humidity.
- C. All live stakes shall be packed in such a way that prevents damage to bark and maintains adequate moisture. Stakes shall be shipped in enclosed or covered truck to prevent drying.
- D. If live stakes are delivered more than twenty-four (24) to forty-eight (48) hours before planting, the Contractor shall appropriately store them. The on-site live stake storage area shall be delineated and protected from mechanical damage, freezing, and drying. Live stakes shall be buried to a depth of at least two inches (2") in wet mulch in a cool, shaded location until twenty-four (24) to forty-eight (48) hours prior to installation. Mulch in the live stake storage area shall be watered thoroughly at least once a day. The temperature shall be maintained between thirty-four and forty degrees Fahrenheit (34-40°F). Ice shall be added to

- mulch, if necessary, to maintain proper temperature.
- E. Twenty-four (24) to forty-eight (48) hours prior to installation, the live stakes shall be soaked in clear water with the basal end of the stake in the water. If immediate planting cannot be performed, the basal end of the stake shall be kept in water and stored in a dark, refrigerated setting for a maximum of ten (10) days.

3.03 SITE PREPARATION AND EXAMINATION

- A. Verify that the site is clean and free of debris. Proceed with installation only after unsatisfactory conditions have been corrected.
- B. Verify that erosion control fabric has been placed prior to installation of live stakes, if applicable.
- C. In areas that shall also be planted with seed, prepare the site and seed and mulch per Section 32 92 19 "Seed and Mulch" prior to live stake installation.

3.04 GUIDE TO PLANTING

- A. Live stakes shall be installed while in the dormant state unless otherwise approved by Owner. Stakes that begin sprouting before installation shall be rejected. Installation of live stakes shall not occur while the ground is frozen, or when the temperature is forecasted to rise above ninety degrees Fahrenheit (90°F) within forty-eight (48) hours after installation.
- B. A metal rod, tree planting dibble bar, pry bar, or other device, shall be used as needed to prepare a planting hole and allow for the installation of the live stake without damage to the bark and woody tissue. An iron bar or a stinger attached to a backhoe bucket can be used to make a pilot hole in firm or rocky soil. The pilot hole shall be less than the diameter of the stake to ensure firm contact between the stake and soil.
- C. Live stakes shall be pushed into the soil by hand (preferred method) or tamped into the ground with a dead-blow hammer (where necessary). Care shall be taken not to split the stake during installation. Any stake that is split shall be removed and replaced.
- D. Live stakes are to be installed through the erosion control fabric (if applicable).
- E. Live stakes shall be installed such that four-fifths (4/5) of the length of the stake is in the ground, or until meeting solid resistance. If a live stake hits resistance at a depth less than eighty percent (80%) of the entire length, the top of the stake shall be cut such that ~80% is embedded. Do not force or split the stake or scrape the bark off.
- F. After the stake has been inserted to the final depth, the soil around the stake shall be compacted by foot to ensure that there is no gap between the soil and the stake.
- G. Live stakes shall be installed at right (90 degree) angles to the bank beginning slightly above the normal water surface elevation and proceed up the bank. Stakes shall be installed parallel

to the stream. Stakes shall be installed at spacing and densities consistent with the number of planted stakes and optimized by the Contractor to maximize survivability.

3.05 CERTIFICATION OF LIVE STAKES

- A. The Contractor certifies that the live stakes furnished are true to name of the size and condition called for in the plant list. Any plant which proves to be untrue to name, regardless of other considerations, shall be removed and replaced as directed.
- B. Live stakes are subject to inspection and possible rejection any time before, during or after planting until the final acceptance of the work.

3.06 MAINTENANCE OF PLANTING

- A. The Contractor shall maintain all live stakes within the limits of the work in accordance with these specifications, and as directed by the Engineer, through the warranty period until final inspection and acceptance of the project by the Owner.
- B. Maintenance through the warranty period shall include watering during dry periods as directed by the Engineer, weeding, cultivating, pruning, refertilization, application of anti-desiccant, and control of insects, fungus and other diseases by means of spraying with an approved insecticide or fungicide.
- C. All weeds and invasive species shall be removed as often as required. Under no circumstances shall weeds be allowed to attain more than 6-inches of growth.

3.07 WARRANTY, GUARANTEE, AND REPLACEMENT

- A. All work in this section shall be guaranteed against any and all defects in installation and materials appearing within a period of two (2) year after final completion and acceptance of the work by the Engineer. Survivability must be greater than 50%. Dead plant material in excess of 50% of all live staked material shall be quantified, doubled and replaced by the Contractor prior to the end of the warranty period without additional expense to the Owner.
- B. At the end of the warranty period, inspection will be made by the Engineer upon written notice requesting such inspection submitted by the Contractor at least two (2) days before the anticipated date. Any plant required under this contract that is dead or not in satisfactory growth, as determined by the Engineer, shall be removed and replaced during the planting season.
- C. All replacements shall be live stakes of the same kind and size as specified in the plant list. They shall be furnished and planted as specified under planting; and cost shall be borne by the Contractor. The warranty for all original and replacement work shall be extended for two (2) years after replacement work is complete.
- D. Final acceptance of this contract shall take place after replacement operation is satisfactorily completed and all live stakes are in a healthy growing condition.

3.08 CLEAN UP

- A. The project areas shall be cleaned of foreign matter and placed in first-class condition immediately before the final acceptance of the work.

END OF SECTION 32 92 00

SECTION 32 92 19

SEED AND MULCH

PART 1—GENERAL

1.01 SUMMARY

- A. The work to be performed under this section consists of furnishing all labor, materials, and equipment necessary to seed and mulch project areas and other incidental items related to the work described herein. Work provided in this section includes furnishing, handling, storing seed mixes, preparing the seedbed, planting selected seed mixes, and mulching seeded areas.

1.02 RELATED SECTIONS AND DIVISIONS

- A. Applicable provisions of Division 1 shall govern work in this section.
- B. Section 31 10 00 – Site Preparation
- C. Section 31 25 00 – Erosion and Sediment Control

1.03 REQUIREMENTS FOR REGULATORY AGENCIES

- A. The Contractor shall fully comply with all federal and state plant inspection requirements, fertilizer laws and other applicable laws and regulations.

1.04 REFERENCE STANDARDS

- A. Scientific and common names for seeds are generally in conformity with approved names published by the American Joint Committee of Horticulture Nomenclature.
- B. Standard Specifications: Unless otherwise indicated, Standard Specifications shall refer to the Ohio Department of Transportation (ODOT) Construction and Materials Specifications (CMS), 2023 edition, including all issued supplemental specifications.

1.05 SUBMITTALS

- A. Submittals shall conform to the Standard Specifications Section 108.03.
- B. Certification of Native Seed: From seed vendor for each seed mixture stating the botanical and common name and percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
- C. Delivery slips as verification of materials delivered.
- D. Qualification Data: For landscape installer qualifications, see paragraph 1.06 of this section.
- E. Planting Schedule: Indicating anticipated planting dates for each type of planting.
- F. Maintenance Instructions and Schedule: Recommended procedures to be established by the

Contractor for maintenance of seeded areas during the maintenance period. Submit before expiration of required maintenance periods.

- G. Product data sheets of specified materials in Part 2 – Products.

1.06 QUALITY ASSURANCE

- A. Installer Qualifications: The submitting bidders shall be, and have been, actively and directly engaged in native seed and mulch installation for a period of three (3) or more years. Provide proof of three (3) or more successful native seed and mulch installations.
- B. Installer's Field Supervision: Require installer to maintain an experienced full-time supervisor on the project site when seeding is in progress.

PART 2–PRODUCTS

2.01 RIPARIAN NATIVE SEED MIXES

- A. Native seed mixes shown on the Drawings shall be by a preapproved supplier:
 - 1. Stantec Native Plant Nursery – 128 Sunset Drive, Walkerton, IN 46574; (574) 586-2412)
 - 2. Ernst Conservation Seeds – 8884 Mercer Pike, Meadville, PA 16335; (800) 873-3321
 - 3. Ohio Prairie Nursery – 11961 Alpha Road, Hiram, OH 44234; (330) 569-3380
 - 4. Roundstone Native Seed Company – 9764 Raider Hollow Road, Upton, KY 42784 (888) 531-2353
 - 5. Spence Restoration Nursery, Inc. – P.O. Box 546, 2220 E. Fuson Road, Muncie, IN 47308; (765) 286-7154
- B. Different seed suppliers than that specified may be used, per Owner's Representative's approval.
- C. Different seed mixtures than that specified may be placed, per Owner's Representative's approval.
- D. All seed shall be clean and free of pods, husks, and weed seeds, with an approved pure live seed (PLS) rating, available from the supplier. Pure live seed is a measure of viable seed stated as a percentage. It is the product of total germination times purity. (Example: 96% Germination x 93% Purity = 89% PLS).
- E. Rate as per supplier's recommendation. All native seed must be pure live seed of wild ecotype. No hybrids, cultivars, or selections may be included. Locally adapted seed is preferred due to

its adaptation to local soil and climate. These requirements do not apply to the temporary seed mix. Seed mixes must be delivered in original sealed, labeled, and undamaged containers.

- F. Bulking agents, used to assist with broadcasting and even distribution of the seed, shall consist of sand, vermiculite, or perlite. Any substitutions will require prior written approval from the Owner's Representative.

2.02 LAWN SEED MIX

- A. Existing lawn areas outside the areas of native seed zones damaged by construction activities shall be replaced with a lawn seed mix specified by the Owner, unless otherwise directed by the Owner.

2.03 MULCH

- A. Material shall be straw as specified in Section 659.14 from the Standard Specifications and used only to deter the growth of weeds.
- B. Mulching binder shall be chemical mulch binder consisting of a polymer synthetic resin, polypectate or other material which gives similar properties as asphalt emulsion in tacking mulch.

2.04 FERTILIZER

- A. Fertilizers shall be composite commercial type and shall bear manufacturer's guaranteed statement of analysis. A minimum of 35% of the total nitrogen content shall be guaranteed to be water insoluble nitrogen.
- B. The rate of application to be used shall be based on results of laboratory tests conducted by the Contractor after final grading is completed.

2.05 TEMPORARY SEED MIX

- A. Temporary cover has been included within the native seed mix provided on the Drawings.
- B. Additional temporary seed may be required for delay in restoration at no additional cost to the Owner.
- C. Seed must be delivered in original sealed, labeled, and undamaged containers.

PART 3-EXECUTION

3.01 SHIPPING AND STORAGE

- A. Seed shall be kept in its original container with an intact and legible label listing the species,

composition, and weight. Seed shall be stored in a secure location, protected from damage by rodents or insects. Seed shall be kept away from moisture, heat, and direct sunlight, until planted.

3.02 SEEDBED PREPARATION

- A. The planting surface shall be prepared prior to seeding. Rocks, stumps, branches, trash, and debris greater than 2 inches in size shall be removed. The soil surface shall be scarified and broken down into a fine-particle seedbed to a depth of 3 inches.
- B. Topsoil shall be spread per paragraph 3.05 in Section 31 00 00 "Site Preparation".

3.03 NATIVE SEED AND MULCH

- A. Install seed in accordance with Seed Supplier's instructions.
- B. Seed installation can be completed by one of the following methods: Hand-Broadcasting, Broadcast Spreader, or Seed Drill. Additional methods may be utilized, as approved by the Engineer or Owner.
 - 1. Hand-Broadcasting
 - a. The seed may be hand-broadcast, using a bulking agent. Place two parts bulking agent with one-part seed in a clean, dry bucket. Thoroughly mix sand and seed. Hand-broadcast sand/seed mixture across the seeding area. Apply half the sand/seed mixture over the entire area. Apply the second half over the same area utilizing the same procedure. This method will prevent using all seed before the entire area is covered.
 - b. After seeding, the seed shall be raked into the soil surface to an average depth of 0.25 inches. The seedbed shall be rolled with a weighted roller to ensure good soil to seed contact. Raking and rolling operations should be carried out perpendicular to the slope. Seeded areas shall be promptly covered with straw mulch.
 - 2. Seed Drill - If using seed drill, ensure the drill is properly calibrated to sow the specified amount of seed over the specified area. Ensure complete coverage of the specified area. Calibrate drill at 1/3 seeding rate and make three passes at 40 degrees from the previous to lessen row effect.
 - a. Seeds should be placed 1/4 to 1/2-inch deep to maintain good moisture during germination.
 - b. Do not mix fine easily flowing seed with fluffy seeds in drill.
- C. Seeding operations shall not occur if the ground is wet or muddy. If adult human footprints placed in the seedbed average more than 1/2-inch deep, then the seedbed must be cultipacked or rolled to create a firmer surface.

- D. Install straw mulch over seeded areas per Drawings. Straw mulch seeded areas at the rate of 2 tons per acre from March 15 to October 30 and a rate of 3 tons per acre from October 31 to March 14. Take precautions to stabilize the mulch using chemical binder mulch as recommended by the manufacturer. Mulch within 48 hours of seeding. Hydro mulch shall be applied at the manufacturer's recommended rate.
- E. For areas to be protected with erosion control mat, install matting per Section 31 25 00 "Erosion and Sediment Control" and the Construction Drawings.
- F. The Contractor shall water all seeded areas within 24 hours of installation. The Contractor shall continue to maintain all seeded areas until final acceptance. Any damage caused to seeded areas during execution of this work shall be repaired by, and at the expense of, the Contractor.
- G. Areas disturbed outside the limits of work shall be seeded at the Contractor's own expense with a seed mix similar to existing.

3.04 MAINTENANCE OF SEEDED AREAS

- A. The Contractor shall maintain all seeded areas until final acceptance. Any damage caused to seeded areas during execution of this work shall be repaired by, and at the expense of, the Contractor. Maintain seeded areas by watering and replanting as necessary to establish a uniformly dense stand of specified herbaceous cover, and until accepted. The Contractor shall provide water for maintenance activities.
- B. Scattered bare spots, smaller than one square foot will be allowed up to five (5%) percent of the seeded areas.
- C. Any areas failing to establish a stand shall be reseeded, re-fertilized and re-mulched as directed by the Owner or Engineer at no additional cost to the Owner. Reseeding shall conform in all respects to these specifications.
- D. The Contractor shall repair any damage to the work areas resulting from erosion and/or equipment. No additional payment shall be allowed for erosion and/or equipment maintenance. The Contractor shall repair damage, including regrading, reseeding, etc. as necessary, before significant damage occurs.
- E. Fertilizer shall be applied as specified in paragraph 2.04 of this Section.

3.05 WARRANTY, GUARANTEE, AND REPLACEMENT

- A. All work in this section shall be guaranteed against any and all defects in installation and materials appearing within a period of two (2) year after final completion and acceptance of the work by the Owner's Representative. Scattered bare spots will be allowed in up to five percent (5%) of the seeded areas. Areas in excess of 5% of all planted area shall be replaced by the Contractor prior to the end of the warranty period without additional expense to the Owner.
- B. All replacements shall be seed mix(es) of the same kind as specified in the plant list. They shall

- be furnished and planted as specified under planting; and cost shall be borne by the Contractor.
- C. Final acceptance of this contract shall take place after replacement operation is satisfactorily completed and all seed is in a healthy growing condition.

END OF SECTION 32 92 19

SECTION 32 93 00

TREES AND SHRUBS

PART 1—GENERAL

1.01 SUMMARY

- A. The work to be performed under this section consists of furnishing all labor, materials, and equipment necessary to plant and maintain trees and shrubs in conjunction with the project and other incidental items related to the work described herein.

1.02 RELATED SECTIONS AND DIVISIONS

- A. Applicable provisions of Division 1 shall govern work in this section.
- B. Section 32 92 19 – Seed and Mulch

1.03 REQUIREMENTS FOR REGULATORY AGENCIES

- A. The Contractor shall fully comply with all federal and state plant inspection requirements, fertilizer laws and other applicable laws and regulations.

1.04 REFERENCE STANDARDS

- A. Scientific and common names for plants are generally in conformity with approved names given in Standardized Plant Names published by the American Joint Committee on Horticulture Nomenclature. Names of varieties not included in that reference are generally in conformity with names accepted in the nursery trade.
- B. Quality as established by American Standard for Nursery Stock, AAN.
- C. Operating procedures and other requirements by American National Standards Institute (ANSI).
- D. Standard Specifications: Unless otherwise indicated, Standard Specifications shall refer to the Ohio Department of Transportation (ODOT) Construction and Materials Specifications (CMS), 2023 edition, including all issued supplemental specifications.

1.05 SUBMITTALS

- A. Submittals shall conform to the Standard Specifications Section 108.03.
- B. Species List: A species plant list shall be submitted to and approved by the Engineer in advance of planting.
- C. Qualification Data: See paragraph 1.06 of this Section.
- D. Planting Schedule: Indicating anticipated delivery and planting dates for each type of planting.
- E. Maintenance Instructions: Recommended procedures to be established by the Contractor for

maintenance of trees and shrubs during the maintenance period. Submit before expiration of required maintenance periods.

- F. Samples and product data sheets of specified materials in Part 2 – Products.

1.06 QUALITY ASSURANCE

- A. Nursery Qualifications: A company specializing in growing and cultivating plants with three years' experience.
- B. Installer Qualifications: The submitting bidders shall be, and have been, actively and directly engaged in similar tree and shrub installation for a period of three (3) or more years. Provide proof of three (3) or more successful tree and shrub installations.
- C. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when planting is in progress.
- D. Provide consistent quality, size, genus, species, and variety of plants indicated, complying with applicable requirements in ANSI Z60.1, "American Standard for Nursery Stock."
- E. Pre-installation Conference: Conduct conference at Project site.
- F. No species shall be substituted without prior approval.

1.07 DELIVERY, STORAGE, AND HANDLING

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

1.08 COORDINATION

- A. Planting Installation Schedule: Plant during one of the following periods. Coordinate planting periods with maintenance periods to provide required maintenance from date of Substantial Completion.
 - 1. Container Trees and Shrubs: September 15 to December 15.
 - 2. Other planting times may be considered with prior approval; if the plant material is dormant, or if plant material has been dug during dormancy and has been maintained in a holding area for at least 2 weeks and not more than 6 weeks without signs of wilting, scorching or other signs of stress.
- B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit. Planting will not be permitted if sufficient soil moisture is absent or if ground is frozen.
- C. Coordination with Erosion Control Material (ECM): Plant after finish grades are established and after ECM has been placed and installed over planting beds.
- D. Coordinate planting operations with the locations of underground utilities. The Contractor is to contact the utility location service. The Contractor is to coordinate work with other trades and with the General Contractor to protect private underground utilities in the area. The Contractor is responsible for the repair or replacement of any utilities.
- E. Coordinate with the Engineer beforehand regarding tree and shrub locations that may not be able to be planted by plan.

PART 2—PRODUCTS

2.01 CONTAINER STOCK

- A. Species shall be as listed in the Drawings. For each grove, one or two species shall be planted.
- B. Furnish nursery-grown trees complying with ANSI Z60.1, with healthy root systems developed by transplanting or root pruning. Circling roots must not be present in container-grown trees. Provide well-shaped, fully branched, healthy, vigorous stock free of disease, mold, insects, eggs, larvae, prematurely opened buds, and defects such as crooked leader, abrasion of bark, knots, sun scald, injuries, abrasions, and disfigurement. All of the above are causes for rejection. The Contractor shall discard damaged or diseased container stock.
- C. Trees should have one main straight leader.
- D. Source location: Plant material should be selected from public or private tree nurseries within 200 miles of the project site, in like hardiness zone to the project, unless otherwise approved

by Engineer.

- E. Grade: Provide trees of sizes and grades complying with ANSI Z60.1 for type of trees required. Trees of a larger size may be used if acceptable to Engineer, with a proportionate increase in size of roots or balls. Stock shall be in 3-gallon container, unless otherwise approved by Engineer.
- F. Label at least one tree of each variety and caliper with a securely attached, waterproof tag bearing legible designation of botanical and common name.
- G. Tree Root Union: Trees will not be accepted if the Tree Root Union has been buried. Trees must be harvested that have had the tree root union uncovered prior to digging. Root ball size must meet standards, shaving excess soil from root ball after digging of tree will not be accepted. Failure to comply with this requirement is cause for rejection of affected plant material.
- H. Exact percentages of individual species ordered will be submitted to and approved by the Owner prior to planting. Due to possible availability issues, substitute species or amounts may be considered with prior approval from the Owner. Actual planted amounts may vary depending on availability, quality, and performance of the Contractor.

2.03 ANTI-DESICCANT

- A. Water-insoluble emulsion, permeable moisture retarder, film forming, for trees and shrubs. Deliver in original, sealed, and fully labeled containers and mix according to manufacturer's written instructions.

2.04 INORGANIC SOIL AMENDMENTS

- A. Lime: ASTM C 602, agricultural limestone containing a minimum 80 percent calcium carbonate equivalent and as follows:
 - 1. Class: Class T, with a minimum 99 percent passing through No. 8 (2.36-mm) sieve and a minimum 75 percent passing through No. 60 (0.25-mm) sieve.
 - 2. Class: Class O, with a minimum 95 percent passing through No. 8 (2.36-mm) sieve and a minimum 55 percent passing through No. 60 (0.25-mm) sieve.
 - 3. Provide lime in the form of dolomitic limestone.
- B. Sulfur: Granular, biodegradable, containing a minimum of 90 percent sulfur, with a minimum 99 percent passing through No. 6 (3.35-mm) sieve and a maximum 10 percent passing through No. 40 (0.425-mm) sieve.
- C. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 30-35 percent iron and 30-50 percent sulfur and supplied by a commercial fertilizer supplier.
- D. Aluminum Sulfate: Commercial grade, unadulterated.

- E. Perlite: Horticultural perlite, soil amendment grade.
- F. Agricultural Gypsum: Finely ground, containing a minimum of 90 percent calcium sulfate.
- G. Sand: Clean, washed, natural or manufactured, free of toxic materials.
- H. Diatomaceous Earth: Calcined, diatomaceous earth, 90 percent silica, with approximately 140 percent water absorption capacity by weight.
- I. Zeolites: Mineral clinoptilolite with at least 60 percent water absorption by weight.
- J. Hydrogel: "Soil Moist"(tm) Hydro by JRM Chemical Inc. (1-800-962-4010) or approved substitute. Applied and mixed according to manufacturer's recommendations.

2.05 ORGANIC SOIL AMENDMENTS

- A. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 3/4-inch (19-mm) sieve; soluble salt content of 5 to 10 decisiemens per meter (dS/m); not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:
 - 1. Organic Matter Content: 50 percent of dry weight.
 - 2. Source: Agricultural, food, or industrial residuals; biosolids; yard trimmings; or source-separated or compostable mixed solid waste. Leaf humus compost, manure composts, peat, peat-humus and mushroom compost products are not acceptable.
- B. Peat: Sphagnum peat moss, partially decomposed, finely divided or granular texture, with a pH range of 3.1 to 5.0.
- C. Peat: Finely divided or granular texture, with a pH range of 6 to 7.5, containing partially decomposed moss peat, native peat, or reed-sedge peat and having a water-absorbing capacity of 1100 to 2000 percent.
- D. Wood Derivatives: Decomposed, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture, free of chips, stones, sticks, soil, or toxic materials.
 - 1. In lieu of decomposed wood derivatives, mix partially decomposed wood derivatives with at least 0.15 lb (2.4 kg) of ammonium nitrate or 0.25 lb (4 kg) of ammonium sulfate per cubic foot (cubic meter) of loose sawdust or ground bark.
- E. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.

2.06 FERTILIZER

- A. Containing 50 percent of the elements derived from organic source; of proportion necessary to eliminate and deficiencies of topsoil, as indicated in analysis.

- B. Bonemeal: Commercial, raw or steamed, finely ground; a minimum of 4 percent nitrogen and 20 percent phosphoric acid.
- C. Superphosphate: Commercial, phosphate mixture, soluble; a minimum of 20 percent available phosphoric acid.
- D. Commercial Fertilizer: Commercial-grade complete fertilizer of neutral character, consisting of fast- and slow-release nitrogen, 50 percent derived from natural organic sources of urea formaldehyde, phosphorous, and potassium in the following composition:
 - 1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing agency.Slow-Release Fertilizer: Granular or pelletized fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
 - 1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing agency.
 - 2. Pre-approved slow-release fertilizer: Davey Arbor Green Pro or approved substitute.
- E. Calcium nitrate: Agricultural grade containing 15-1/2 percent nitrogen.

2.07 HERBICIDE

- A. Pre-Emergent Herbicide: Granular type, Treflan or equal, to be applied at a rate per manufacturer's recommendation.

2.08 DEER PROTECTION

- A. Deer protection shall consist of four-foot-tall, welded wire mesh fencing made from galvanized wire. Wire must be at least 12.5 gauge. Mesh size shall be 2-inch by 4-inch. Fencing itself can be used to create and secure a circular enclosure. The minimum diameter of the deer protection fencing circle shall be one foot.
- B. Fencing shall be anchored to the ground with two stakes: (1) five-foot "u-shaped" post woven through the fencing and (1) landscaping "u-shaped" stake that is at least 6 inches in height used to hold the bottom of the fencing. These shall be spaced approximately equidistant from each other.

PART 3—EXECUTION

3.01 STORAGE AND TRANSPORTATION

- A. The Contractor is responsible for arranging delivery and storage of the trees and shrubs. Previously lifted stock shall remain in cold storage until delivery onsite. Onsite refrigerated

storage is not required if the stock is planted within seven (7) days of lifting or removal from cold storage and daytime onsite temperatures do not exceed 50 degrees Fahrenheit.

- B. All shipments should bear the date the trees and shrubs were lifted at the nursery and the date removed from cold storage, so that the Engineer can verify that all stock is planted within 7 days of lifting or removal from cold storage.
- C. The Contractor must protect the planting stock and take precautions to prevent damage to them from the time received until they are planted.
- D. Planting stock shall be protected from sun, wind and adverse temperatures. At the work site, stock shall be shaded at all times by either natural shade or through the use of a heat shield protection tarp. During transportation to the work site, stock shall be covered to protect them from the wind.
- E. Planting stock shall be protected from contamination of materials such as gasoline, diesel fuel, oils, or chemicals which may kill or damage the seedlings.
- F. The Contractor shall be responsible for keeping tree and shrub roots moist. Partially used boxes shall be kept covered to prevent exposure of seedling roots to air.

3.02 SITE EXAMINATION

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

3.03 GUIDE TO CONTAINER STOCK PLANTING

- A. If erosion control matting is present in locations where trees are to be planted, Contractor is to cut an 'X' through the matting to the limits of the planting pit needed for planting of the tree. Matting is not to be cut away or discarded. Fold back the matting while digging and preparing the planting pit, and after tree has been placed in the ground and finished grade has been established fold the matting back over the finished grade of the root ball. Anchor erosion control matting into ground per supplier specifications.
- B. Excavate circular pits. Scarify sides of plant pit smeared or smoothed during excavation. Excavate approximately two times as wide as ball diameter for container-grown stock. Notify Engineer if unexpected rock or obstructions detrimental to trees are encountered in excavations.
- C. Align and equally space trees in all directions as noted in the Drawings.
- D. Set planting stock plumb and in center of pit or trench with top of root crown 2 inches above adjacent finish grades.
- E. Place soil around root ball in layers, tamping to settle mix and eliminate voids and air pockets. Subsoil removed from excavations may be used as backfill. When pit is approximately one-

- half backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed. Water again after placing and tamping final layer of topsoil.
- F. Dish and tamp top of backfill to form a 3-inch-high saucer around the rim of the pit. Do not cover top of root ball with backfill.
 - G. Install and secure deer protection in such a manner as to not damage the trunk or branches (e.g. scrape the bark) while being installed.

3.04 MAINTENANCE OF PLANTING

- A. The Contractor shall maintain all trees and shrubs within the limits of the work in accordance with these specifications, and as directed by the Engineer, through the warranty period until final inspection and acceptance of the project by the Engineer.
- B. Maintenance through the warranty period shall include watering during dry periods as necessary to meet survival criteria and/or as directed by the Engineer, weeding, cultivating, pruning, refertilization, application of anti-desiccant, and control of insects, fungus and other diseases by means of spraying with an approved insecticide or fungicide.
- C. All weeds and invasive species shall be removed as often as required.

3.05 WARRANTY, GUARANTEE, AND REPLACEMENT

- A. All work in this section shall be guaranteed against any and all defects in workmanship and materials appearing within a period of two (2) years after final completion and acceptance of the work by the Engineer (warranty period). Survivability must be greater than 75% for container stock. Dead plant material in excess of the survivability limit shall be replaced by the Contractor prior to the end of the warranty period without additional expense to the Owner.
- B. At the end of the warranty period, inspection will be made by the Engineer upon written notice requesting such inspection submitted by the Contractor at least two (2) days before the anticipated date. Any plant required under this contract that is dead or not in satisfactory growth, as determined by the Engineer, shall be removed and replaced during the planting season.
- C. All replacements shall be plants of the same kind and size as specified in the plant list. They shall be furnished and planted as specified under planting; and cost shall be borne by the Contractor.
- D. Final acceptance of this contract shall take place after replacement operation is satisfactorily completed and all trees and shrubs are in a healthy growing condition.

3.08 CLEAN UP

- A. The project areas shall be cleaned of foreign matter and placed in first-class condition immediately before the final acceptance of the work.

END OF SECTION

SECTION 35 43 00

STRUCTURES

PART 1–GENERAL

1.01 SUMMARY

- A. The work to be performed under this section consists of all labor, materials, equipment and incidentals required to install armored wetland connections, bioengineered bank armoring, tree vanes, and brush piles as shown on the Drawings and as specified herein.

1.02 RELATED SECTIONS AND DIVISIONS

- A. Applicable provisions of Division 1 shall govern work in this section.
- B. Section 01 14 00 – Control of Work
- C. Section 31 10 00 – Site Clearing
- D. Section 31 23 00 – Excavation, Fill, and Grading
- E. Section 31 37 16 – Rock

1.03 REQUIREMENTS FOR REGULATORY AGENCIES

- A. The Contractor shall fully comply with all federal and state quarantines, requirements, laws, and regulations regarding the movement of wood and wood products.

1.04 REFERENCE STANDARDS

- A. Standard Specifications: Unless otherwise indicated, Standard Specifications shall refer to the Ohio Department of Transportation (ODOT) Construction and Materials Specifications (CMS), 2023 edition, including all issued supplemental specifications.

PART 2–PRODUCTS

2.01 ROCK

- A. Rock shall be as per Section 31 37 16 “Rock”.

2.02 LOGS

- A. Logs for wood structures have already been felled at the site. Refer to Section 31 10 00 “Site Clearing”.
- B. Tree vane log dimensions may vary based on availability of what is harvestable from previously felled trees. For tree vanes, logs should typically range ~20 to 40 feet. Longer logs may be

acceptable provided they meet the requirements below related to burial and the length of extension into the channel.

- C. Tree vane log diameters may vary based on availability of what is harvestable from previously felled trees. The minimum diameter of the log is 6 inches, with a target range of ~12 to 24 inches. The maximum diameter of each log is half the height of the streambank.
- D. For tree vane logs, it is preferred that rootwads be attached, although it will be permissible to use logs without rootwads attached if the remainder of the requirements for the logs are met. For brush piles, rootwads may or may not be attached.
- E. For logs in tree vanes, branches shall be removed a maximum of 6" from the log below the finished grade to facilitate truck burial and compaction. The branches must remain for the portion of the tree vane that extends into the channel. For logs used in brush piles, branches may to be removed as needed to meet the requirements of the details shown in the Drawings.
- F. Each log shall be free from disease or pests. Logs used in tree vanes shall also be free from decay, large fractures, and cracks.

2.03 BRUSH

- A. For brush piles, brush shall consist of woody material, including branches, rootwads, and trunks of small dead trees/shrubs. Invasive species are not permitted.
- B. Brush/log collection shall not destabilize soils, slopes, or existing ground cover. Additionally, brush/log collection shall not damage live trees outside the grading areas or allowable tree clearing areas as shown on the Drawings.

PART 3–EXECUTION

3.01 WATER CONTROL

- A. Prior to commencing channel structure installation, the Contractor shall install water control measures as required to perform work in dry/low flow conditions. Water control measures shall include, but are not limited to, diversions, pumps, or other means necessary to divert surface water away from the work area and prevent excess discharge of suspended sediment to downstream waterways. The Contractor is responsible for investigating and familiarizing themselves with respect to all site conditions that may affect the work, including surface water, level of groundwater, and time of year the work is to be done. All requirements of Section 01 14 00 "Control of Work" shall apply.

3.02 ARMORED WETLAND CONNECTION AND BIOENGINEERED BANK ARMORING INSTALLATION

- A. Excavate as necessary for placement of armoring rock. All soft soils, organic material, and debris must be removed and a firm foundation provided. Backfill over-excavations with native fill material.
- B. Rock shall be placed to thicknesses, elevations and locations as shown on the Drawings. At least two (2) layers of rock shall be placed in all locations, unless otherwise specified, meeting the minimum thicknesses in the Drawings.
- C. Place rock in lifts with an average thickness of one (1) particle of the designated rock class. After each layer is placed, backfill void spaces with tightly packed smaller rock. Compact each layer in place before placing the next. The Contractor shall ensure mechanical connection on the individual stones such that all individual stones are in good contact with the adjacent stones and there are no loose members. This may include, but is not limited to, placement of stones in courses, compaction, and/or backfill with smaller stones. Hand placement may be necessary to fill in the cracks between larger stones.
- D. The Contractor shall photographically document with scale (e.g., survey rod, measuring tape, etc.) that installation was completed per the Drawings, including but not limited to, documentation of rock dimensions, rock thicknesses, and structure elevations. Structure elevations shown on Drawings shall be verified by the Contractor with a level or equivalent equipment and associated survey data.

3.03 TREE VANE INSTALLATION

- A. Excavate as necessary for placement of tree vane structure. All soft soils, organic material, and debris must be removed, and a firm foundation provided. Equipment shall not be in the stream for construction of the tree vane.
- B. Backfill over-excavations with native fill material or imported bedding material as specified or otherwise shown on the Drawings.
- C. The log shall be buried such that a minimum of 75% of the log length is buried beneath/within the channel bank (i.e. under a depth of sediment that is equal to or greater than the log diameter). The log's orientation shall be as depicted on the Drawings. The root wad, if present, shall be buried in the bank and the top branches should extend into the channel approximately 25% to 33% of the streambed width.
- D. Backfill with native fill material or imported backfill material to proposed grades as specified or otherwise as shown on the Drawings.
- E. The Contractor shall photographically document with scale (e.g., survey rod, measuring tape, etc.) that installation was completed per the Drawings, including but not limited to, documentation of log dimensions.
- F. Complete the remainder of the bank armoring as shown in the Drawings.

3.04 BRUSH PILE INSTALLATION

- A. Place brush on the bed of the wetland cells for no more than 25% of the total bed surface of any cell. The pile may be up to 3 feet tall.
- B. To minimize the risk of floating and dislodging, the Contractor shall embed the brush into the surface a minimum depth of 3 inches.

END OF SECTION 35 43 00



ALAN BRUBAKER P.E., P.S.

SUMMIT COUNTY ENGINEER

Prevailing Wage Information

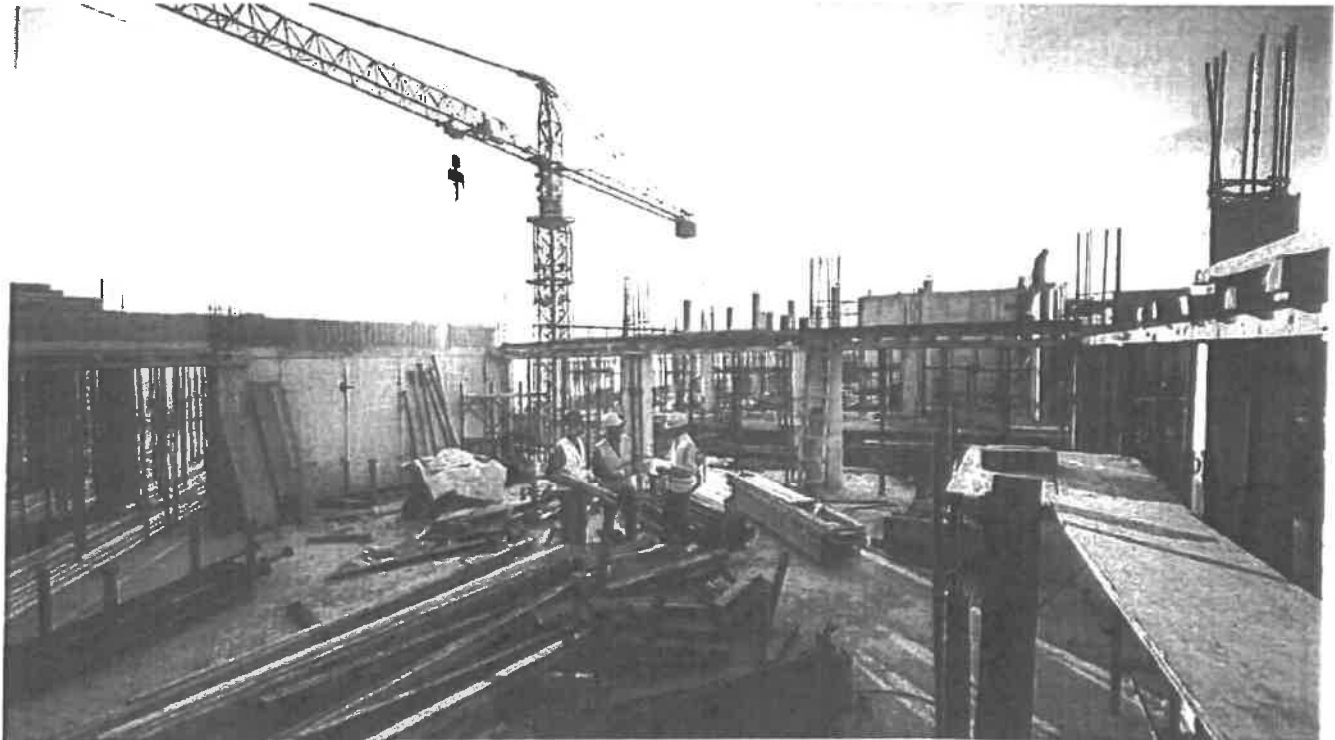
State and Local Contract

Project Name: Idle Brook Bankfull Wetlands

Prevailing Wage Rates Download Date: 09/01/2026

Prevailing Wage Rate Expiration Date: 12/01/2026

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 \$91,150 for new construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction or \$27,309 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.

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. 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



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.

Wage rate schedules include all modifications, corrections, escalations, or reductions to wage rates issued for the project.

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.

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.

Use of Apprentices and Helpers cannot exceed the ratios permitted in the wage rate schedules.

Apprentices must be registered with the U.S. Department of Labor Bureau of Apprenticeship and Training.

Contractors must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Agreement for each apprentice on the project.

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:

Time cards, time sheets, daily work records, etc.

Payroll ledger\journals and canceled checks\check register.

Fringe benefit records must include program, address, account number, & canceled checks.

Records made in connection with the public improvement must not be removed from the State for one year following the completion of the project.

Out-of-State Corporations must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.

Prevailing Wage Rate Schedule must be posted on the job site where it is accessible to all employees.

Prior to submitting the initial payroll report, supply the Prevailing Wage Coordinator with your project dates to schedule reporting of your payrolls.

Supply the Prevailing Wage Coordinator a list of all subcontractors including the name, address, and telephone number for each.

Contractors are responsible for their subcontractors' compliance with requirements of Chapter 4115 of the Ohio Revised Code.

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.

Supply all subcontractors with the Prevailing Wage Rates and changes.

Submit certified payrolls within two (2) weeks after the initial pay period. Payrolls must include the following information:

Employees' names, addresses, and social security numbers.

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.

Employees' work classification.

Be specific about the laborers and/or operators (Group)

For all apprentices, show level/year and percent of journeyman's rate

Hours worked on the project for each employee.

The number of hours worked in each day and the total number of hours worked each week.

Hourly rate for each employee.

The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.

All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.

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.

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.

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.

Gross amount earned on all projects during the pay period.

Total deductions from employee's wages.

Net amount paid.

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.

Provide a Final Affidavit to the Prevailing Wage Coordinator upon the completion of the project.



Department
of Commerce

Division of Industrial Compliance

Important Notice Prevailing Wage Threshold Levels

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.

"New" construction threshold for <i>Building Construction</i>:	\$250,000
"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" threshold level for <i>Building Construction</i>:	\$75,000

As of January 1, 2020:

"New" construction that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:	\$93,292
"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" that involves <i>roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction</i> threshold level has been adjusted to:	\$27,950

- 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:

Ohio Department of Commerce
Division of Industrial Compliance
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

Bureau of Wage and Hour Administration
6606 Tussing Road
Reynoldsburg, OH 43068-9009

An Equal Opportunity Employer and Service Provider

614-644-2239
Fax 614-728-8639
TTY/TDD 800-750-0750
com.ohio.gov



**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: Carpenter Hev Hwy Zone NHH C1-C

Type of Rate: Commercial

Change #:
LCN01-2026ib

Craft:
Carpenter

Effective Date:
7/1/2026

Effective Date:
7/1/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter	\$38.39		\$9.64	\$10.98	\$0.82	\$0.00	\$4.71	\$0.15	\$0.00	\$0.00	\$64.69	\$83.89
Apprentice	BHR	Percent										
1st 3 Months	\$23.03	\$60.00	\$9.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.67	\$44.19
2nd 3 Months	\$23.03	\$60.00	\$9.64	\$0.00	\$0.82	\$0.00	\$4.71	\$0.15	\$0.00	\$0.00	\$38.35	\$49.87
2nd 6 Months	\$24.95	\$65.00	\$9.64	\$0.00	\$0.82	\$0.00	\$4.71	\$0.15	\$0.00	\$0.00	\$40.27	\$52.74
3rd 6 Months	\$26.87	\$70.00	\$9.64	\$0.00	\$0.82	\$0.00	\$4.71	\$0.15	\$0.00	\$0.00	\$42.19	\$55.63
4th 6 Months	\$28.79	\$75.00	\$9.64	\$0.00	\$0.82	\$0.00	\$4.71	\$0.15	\$0.00	\$0.00	\$44.11	\$58.51
5th 6 Months	\$30.71	\$80.00	\$9.64	\$8.78	\$0.82	\$0.00	\$4.71	\$0.15	\$0.00	\$0.00	\$54.81	\$70.16
6th 6 Months	\$32.63	\$85.00	\$9.64	\$9.33	\$0.82	\$0.00	\$4.71	\$0.15	\$0.00	\$0.00	\$57.28	\$73.59
7th 6 Months	\$34.55	\$90.00	\$9.64	\$9.88	\$0.82	\$0.00	\$4.71	\$0.15	\$0.00	\$0.00	\$59.75	\$77.03
8th 6 Months	\$36.47	\$95.00	\$9.64	\$10.43	\$0.82	\$0.00	\$4.71	\$0.15	\$0.00	\$0.00	\$62.22	\$80.45

(*)Special Calculation Note :

Other: Training

Ratio :

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note) :

Medina, Portage, Summit

Special Jurisdictional Note :

Details :

Any construction work as performed within the definitions listed here below, all of which, taken together are "Heavy-Highway Construction" work:

"HIGHWAY CONSTRUCTION" work is defined as work performed to provide a facility to accommodate vehicular or pedestrian traffic and includes, but is not limited to, the construction of all streets, roads, expressways, turnpikes, bridges, drainage structures, grade separations, parking lots, rest areas, alleys, sidewalks, guardrails, fences, and sound barriers, but shall not include construction of buildings. "AIRPORT CONSTRUCTION" work is defined as including site preparation, grading, paving, drainage, fences, sidewalks, driveways, parking areas and similar work incidental to the construction of airfields but shall not include the construction of buildings. "HEAVY CONSTRUCTION" work is defined as including, but not limited to grade separations, foundations (does not include building foundations), abutments, retaining walls, shafts, tunnels, subways, elevators, drainage projects, flood control projects, reclamation projects, reservoirs, water supply projects, water development projects, hydro-electric development, utility transmission lines, including right-of-way clearing, locks, dams, dikes, levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, breakwater, docks, harbors; and all municipal and utility construction except construction classified as building construction.

"RAILROAD CONSTRUCTION" work is defined as including, grading, drainage, placing of rails, crossties, ballast and the construction of bridges, and other incidentals for railroads, street railways construction projects and rapid transit system projects, but shall not include the construction of buildings.

"SEWER WATERWORKS AND UTILITY CONSTRUCTION" work is defined as including construction of all storm sewers, sanitary sewers, supplying and distributing waterlines, gas lines, telephone and television conduit, underground electrical lines, and similar utility construction. Main waterline and trunk sewers connecting water works and/or sewage disposal plants are included within this definition.

"SUPPORTIVE EXCAVATION AND DEEP FOUNDATIONS" work is all driven and drilled foundations within the building site.

"POWER PLANT SITE" work is defined as all work which is inside the property line, but outside the actual building construction. Such work shall include, but is not limited to, the grading and installation of sewer lines, drainage lines, gas lines, telephone and television conduit, underground electrical lines and similar utility construction, parking lots, bridges, roads, streets, sidewalks, reservoirs, ash pits, storage tanks, ramps and other such construction work performed on the work site, but shall not include the actual excavation for the buildings, foundations or footers or construction of the buildings.

"POLLUTION CONTROL, SEWAGE PLANT, WASTE PLANT AND WATER TREATMENT FACILITIES CONSTRUCTION" WORK shall be all work in construction of pumping stations, waste and sewage disposal plants, incinerator plants, water treatment plants, filtration plants, solid waste disposal and similar pollution control facilities.

"SOLAR & WIND FARM" WORK is considered "HEAVY CONSTRUCTION" and includes all work in the construction of solar fields/farms and wind fields/farms (not installations on buildings).

Prevailing Wage Rate Skilled Crafts

Name of Union: Labor Hwy 2

Type of Rate: Commercial

Change #: LCN01-2026ib

Craft: Laborer

Effective Date: 5/1/2026

Effective Date: 5/1/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	\$39.20		\$9.45	\$4.60	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$56.30	\$75.90
Group 2	\$39.37		\$9.45	\$4.60	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$56.47	\$76.16
Group 3	\$39.70		\$9.45	\$4.60	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$56.80	\$76.65
Group 4	\$40.15		\$9.45	\$4.60	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$57.25	\$77.32
Watch Person	\$33.50		\$9.45	\$4.60	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$50.60	\$67.35
Apprentice	BHR	Percent										
0-1000 hrs	\$31.36	\$80.00	\$9.45	\$4.60	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$48.46	\$64.14
1001-2000 hrs	\$33.32	\$85.00	\$9.45	\$4.60	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$50.42	\$67.08
2001-3000 hrs	\$35.28	\$90.00	\$9.45	\$4.60	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$52.38	\$70.02
3001-4000 hrs	\$37.24	\$95.00	\$9.45	\$4.60	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$54.34	\$72.96
More Than 4000 hrs	\$39.20	\$100.00	\$9.45	\$4.60	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$56.30	\$75.90

(*)Special Calculation Note :

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 Journeyman to 1 Apprentice
3 Journeymen to 1 Apprentice thereafter

Watchman has no Apprentices.

Jurisdiction (* denotes special jurisdictional note) :

Ashtabula, Erie, Huron, Lorain, Lucas, Mahoning, Medina, Ottawa, Portage, Sandusky, Stark, Summit, Trumbull, Wood

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, Gunite 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: Operating Engineers - HevHwy Zone I

Type of Rate: Commercial

Change #:
LCN01-2026ib

Craft:
Operating Engineer

Effective Date:
5/1/2026

Effective Date:
5/1/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Operator Class A	\$48.78		\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$66.23	\$90.62
Operator Class B	\$48.68		\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$66.13	\$90.47
Operator Class C	\$47.64		\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$65.09	\$88.91
Operator Class D	\$46.42		\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.87	\$87.08
Operator Class E	\$41.13		\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$58.58	\$79.15
Master Mechanic	\$49.78		\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$67.23	\$92.12
Lift Director	\$49.78		\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$67.23	\$92.12
Crane and Mobile Concrete Pump 150' - 179'	\$49.28		\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$66.73	\$91.37
Crane and Mobile Concrete Pump 180' - 249'	\$49.78		\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$67.23	\$92.12
Crane and Mobile Concrete Pump 250' and Over	\$50.03		\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$67.48	\$92.50
Apprentice	BHR	Percent										
1st Year	\$24.39	\$50.00	\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$41.84	\$54.03
2nd Year	\$29.27	\$60.00	\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$46.72	\$61.36
3rd Year	\$34.15	\$70.00	\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$51.60	\$68.67
4th Year	\$39.02	\$80.00	\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$56.47	\$75.98
Field Mech Trainee	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
1st Year	\$29.27	\$60.00	\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$46.62	\$61.25
2nd Year	\$34.15	\$70.00	\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$51.50	\$68.57
3rd Year	\$39.02	\$80.00	\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$56.37	\$75.88
4th Year	\$43.90	\$90.00	\$10.01	\$6.25	\$1.00	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$61.25	\$83.20

(*)Special Calculation Note :

Other: Education & Safety Fund
Misc: National Training

**Apprentices will receive a 10% increase on top of the percentages listed above provided they are operating mobile equipment.

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) :

Ashtabula, Cuyahoga, Erie, Geauga, Lake, Lorain, Medina, Portage, Summit

Special Jurisdictional Note :

Details :

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 Insert/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: Truck Driver Locals 20,40,92,100,175,284,348,377,637,697,908,957 - Bldg & Hwy Class 1

Type of Rate: Commercial

Change #:
LCN01-2026ib

Craft:
Truck Driver

Effective Date:
5/1/2026

Effective Date:
5/1/2026

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 1	\$34.90		\$10.75	\$9.60	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55.75	\$73.20
Apprentice	BHR	Percent										
First 6 months	\$27.92	\$80.00	\$10.75	\$9.60	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.77	\$62.73
7-12 months	\$29.67	\$85.02	\$10.75	\$9.60	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.52	\$65.36
13-18 months	\$31.41	\$90.00	\$10.75	\$9.60	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.26	\$67.97
19-24 months	\$33.16	\$95.02	\$10.75	\$9.60	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.01	\$70.59
25-30 months	\$34.90	\$100.00	\$10.75	\$9.60	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55.75	\$73.20

(*)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 #:
LCN01-2026ib

Craft:
Truck Driver

Effective Date:
5/1/2026

Effective Date:
5/1/2026

	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	\$35.91		\$10.75	\$9.60	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.76	\$74.72
Apprentice	BHR	Percent										
First 6 months	\$28.72	\$79.99	\$10.75	\$9.60	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.57	\$63.93
7-12 months	\$30.52	\$85.00	\$10.75	\$9.60	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.37	\$66.63
13-18 months	\$32.32	\$90.00	\$10.75	\$9.60	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.17	\$69.33
19-24 months	\$34.11	\$95.00	\$10.75	\$9.60	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.96	\$72.02
25-30 months	\$35.91	\$100.00	\$10.75	\$9.60	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$56.76	\$74.72

(*)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.

PROPOSAL FORMS

Bidder must complete the attached forms and upload an executed copy in the General Attachments. A copy of the signed bid bond or check must also be included with the electronic bid submission in the Bid Bond Response Information Form.

The signed originals must be received within three business days addressed to:

Shannon McNulty

Central Purchasing Office

175 S. Main St. Room 742

Akron, OH 44308.

BIDDER QUALIFICATIONS

Each Bidder shall provide the information required by the following forms. In lieu of filling in the attached tables, each Bidder may provide a listing of the required information on separate sheets and attach them directly to this sheet with the word “attached” printed in each affected table.

Do you intend to sublet any portions of the work? _____ If so, please list below and add additional sheet if necessary.

NAME OF SUB-CONTRACTOR	AMOUNT OF SUB-CONTRACT	ITEMS OF WORK

List below any equipment you own which is available for the proposed work.

Quantity	Item	Description, Size, Capacity, Etc.	Condition	Years of Service	Present Location

List equipment which you intend to purchase or rent for use on the proposed work, should the contract be awarded to you.

Quantity	Item	Description, Size, Capacity, Etc.	Purchase or Rent	Approximate Cost

List all incomplete Contracts and Subcontracts on hand:

Date	Owner and Location	Value of Contract	Type of Work	Required Date of Completion

(Use additional sheet if necessary)

List projects of this type work you have completed in this County in the past three years.

Owner and Location	Amount of Contract	Type of Work Done	Date

List the largest Performance Bonds you have obtained in the past three years.

Date	Owner and Location	Amount of Bond	Type of Work Done	Required Date of Completion

STATE OF OHIO)
) SS
COUNTY OF)

AFFIDAVIT

_____, being first duly sworn, deposes and says that he
is _____ (sole owner, a partner, president, etc.) of

the party making this bid and that the answers given on the Request for Qualifications Forms
are

complete and true.

(Signed _____
Title

Subscribed and sworn to before me this
_____ day of _____ ,
_____ .

Notary Public

Are there any liens outstanding against you or any of your projects? _____

If answer is yes to any of the above, please furnish details. (If there is insufficient space on
Page 38, attach additional sheets.)

COUNTY OF SUMMIT
EQUAL OPPORTUNITY REQUIREMENTS
FOR SERVICE AND SUPPLY CONTRACTS

EOUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

As used in this certificate, the term "subcontract" includes the term "Purchase Order" and all other agreements effectuating purchase of supplies or services. If this certificate is submitted as part of a bid or proposal, the term "Seller" shall be deemed to refer to the Bidder or offeror, or Subcontractor or Supplier. This certificate shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all non-exempt contracts/subcontracts awarded while this certificate is in effect. The undersigned Seller certifies the following to County of Summit hereinafter referred to as Buyer:

- A. **REPORTS:** Within thirty (30) days after Buyer's award to Seller of any contract/subcontract and prior to each March 31 thereafter during the performance of work under said subcontract, the Seller shall file Standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO-1" in accordance with instructions contained therein, unless Seller has either filed such report within twelve (12) months preceding the date of the award or is not otherwise required by law or regulation to file such a report.
- B. **PRIOR REPORTS:** Seller, if it has participated in a previous contract or subcontract subject to the Equal Opportunity Clause 41 C.F.R. Sec. 60-1.4 (a) (1) through (7), or the clause originally contained in section 301 or Executive Order No. 10925, or the clause contained in Section 201 of the Executive Order No. 11114, as amended or superseded from time to time, has filed all required compliance reports. Seller shall obtain similar representations indicating submission of all required compliance reports, signed by the proposed subcontractors, prior to awarding subcontracts not exempt from the Equal Opportunity clause.

C. **CERTIFICATION OF NON-SEGREGATED FACILITIES:** Seller certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Contractor certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. Seller agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this certificate. As used in this certification, the term "segregated facilities" means any waiting rooms, rest rooms, and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or natural origin, because of habit, local customs or otherwise. Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of a subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES. A Certification of Non-segregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be

submitted prior to the award of a subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunity Clause.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

- D. AFFIRMATIVE ACTION COMPLIANCE PROGRAM: Prior to 120 days after receipt of any subcontract in the amount of \$50,000.00 or more from Buyer, Seller, if it has fifty (50) or more employees and is not otherwise exempt under 41 C.F.R., Part 60-1, shall have developed for each of his establishments a written affirmative action compliance program as called for in 41 C.F.R., Sec. 60-1.40, as may be amended from time to time. Seller will also require its lower-tier subcontractors who have fifty (50) or more employees and receive a subcontract of \$50,000-00 or more and who are not otherwise exempt under C.F.R., Part 60-1 to establish written affirmative action compliance programs in accordance with 41 C.F.R., Section 60-1.40, as may be amended from time to time.
- E. Bidders are responsible to EEO compliance as provided in regulations TITLE 41, Chapter 60-4.2, 60-4.3 (Equal Opportunity Clause and Notice of Standard Specifications), 60-250, and 60-741 when applicable.
- F. Seller certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause or other such notifications or noncompliance with EEO regulations.

Executed this _____ day of _____ , _____ by:

Firm: _____

By: _____ Title: _____

Item:

Project: _____

**FORM C: EQUAL EMPLOYMENT OPPORUNTITY/ANTI-DISCRIMINATION COMPLIANCE
CERTIFICATE**

EQUAL EMPLOYMENT OPPORUNITY/ANTI-DISCRIMINATION

A. The undersigned agrees that in the hiring of employees for the performance of work under any contract awarded by the County of Summit, or any subcontract awarded by the County of Summit, no contractor, subcontractor or any person acting on his behalf, shall, by reason of race, creed, sex, disability, military status as defined in section 4112.01 of the Ohio Revised Code, and shall abide by any other applicable federal, state, and local laws.

B. The undersigned agrees that no contractor, subcontractor or any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, sex, disability, military status as defined in section 4112.01 of the Ohio Revised Code. The undersigned certifies he does not maintain and he will not permit his employees from performing services at any segregated facilities.

Firm Name

By:

Title: _____

Date: _____

DECLARATION OF PERSONAL TAX DELINQUENCY

OHIO REVISED CODE 5719.042

I, _____ hereby affirm that

,bidder herein IS/IS NOT (as applicable) charged at the time of submitting this bid with
any delinquent personal property taxes on the general tax list of personal property of the
County of Summit.

The amount of such due and unpaid delinquent tax and any due and unpaid penalties
and interest is \$_____

Signature

Title

STATE OF OHIO) (

COUNTY OF SUMMIT, SS.) (

Before me, a Notary Public, in and for said County, personally _____

Appeared authorized signatory for _____, and acknowledges that
they have signed the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have affixed my hand and seal of my office at _____,

Ohio, This _____ day of _____, _____.

NOTARY PUBLIC

DECLARATION OF REAL PROPERTY TAX DELINQUENCY

I, _____, hereby affirm that _____, firm herein, is ☐ / is not ☐ (check one) charged at the time of submitting this request for proposal with any delinquent real property taxes on the general tax list of real property of the County of Summit.

The amount of such due and unpaid delinquent tax and any due and unpaid penalties and interest is \$ _____.

Firm Name: _____

By: _____

Title: _____

Date: _____

STATE OF _____)
SS: _____)

COUNTY OF _____)

Before me, a Notary Public, in and for said County, personally appeared _____, authorized signatory for _____, and acknowledges that he has read the foregoing subsections and that the information provided therein is true to the best of his knowledge and belief.

IN TESTIMONY WHEREOF, I have affixed my hand and seal of my office at _____, Ohio, this _____ day of _____, 20__.

(Official Seal)

Notary Public

My commission expires _____, 20__.

NON-COLLUSION AFFIDAVIT

**THIS AFFIDAVIT IS TO BE FILLED OUT AND EXECUTED
BY THE BIDDER, IF THE BID IS MADE BY A CORPORATION,
THEN BY THE PROPERLY AUTHORIZED AGENT.**

AFFIDAVIT

STATE OF OHIO _____)

SS.

COUNTY OF _____)

_____ being first duly sworn, deposes
and says that he is _____
(sole owner, a partner, president, secretary, etc.) of, 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 any one to fix the price of said bidder or 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 public body 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
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 the said bidder in his general business.

Signed.

Title

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

Seal Notary

Notary Public

Responsible Contractor Notice of Criteria

In order for any bidder/contractor on a construction contract procured through competitive bid and that is in excess of fifty thousand dollars (\$50,000.00) to be considered responsible, the bidder/contractor shall meet each of the following criteria:

(1) The contractor shall identify three (3) projects of similar size and scope to the Public Project that were successfully completed by the contractor within the last five (5) years.

1. _____
2. _____
3. _____

(2) The bidder/contractor shall certify that it will employ supervisory personnel on the proposed construction project that have five (5) or more years of experience in the specific trade needed for the proposed construction project.

(3) The bidder/contractor shall certify that, in the last five (5) years, it has not been penalized or debarred from any public works project for certified payroll records violations or any violation of the Fair Labor Standards Act.

(4) The bidder/contractor shall certify that it has not been debarred from any public works projects for any prevailing wage violations; or been found (after all appeals) to have violated prevailing wage laws more than three (3) times in the last five (5) years.

(5) The bidder/contractor shall certify that it is in compliance with Ohio's Drug Free Workplace Program, including but not limited to, maintaining a substance abuse policy that governs its personnel who will work on the proposed construction project and shall provide evidence of the same. Please attach copy of the substance abuse policy.

(6) The bidder/contractor shall certify that it has not been debarred from any public contract, federal, state, or local, in the past five (5) years for any reason other than those set forth in subsections (3), (4) and (5), above.

7) The bidder/contractor for a licensed trade contract or fire safety contract shall certify that the contractor is licensed pursuant to Chapter 4740 of the Ohio Revised Code as a heating, ventilating and air conditioning contractor, refrigeration contractor, electrical contractor, plumbing contractor, hydronics contractor or certified by the State Fire Marshall pursuant to Section 3737.65 of the Ohio Revised Code, and shall provide evidence of the same. Please attach copy of license(s).

(8) The bidder/contractor shall certify that it has not had any professional license revoked in the past five (5) years in the State of Ohio or in any other state.

9) The bidder/contractor shall certify that it has no final judgments against it that have not been satisfied at the time of certification.

(10) The bidder/contractor shall certify that it has complied with all applicable unemployment and workers compensation laws for the three (3) years preceding the date of its certification.

(11) The bidder/contractor shall certify that it will notify the Income Tax Authority of the city, village, township or joint economic development district where the proposed construction project is located, prior to beginning work on the proposed construction project, of any independent contractor(s) or subcontractor(s) and/or IRS Form 1099 employee(s) that will be used on the proposed construction project.

(12) The bidder/contractor shall certify that it will use construction employees on the proposed construction project who were trained in a state or federally approved apprenticeship program, or who are currently enrolled in a state or federally approved apprenticeship program, or who have at least four (4) years of experience in their particular trade.

(13) The bidder/contractor shall certify that it and its subcontractors or any other contractor performing work on the public construction project pursuant to a contract with the contractor shall pay the prevailing wage rate and comply with the other provisions set forth in Ohio's Prevailing Wage Law, R.C. 4115.03 through 4115.16, and O.A.C. 4101:9-4-01 through 4101:9-4-28. This includes, but is not limited to, the filing of certified payroll reports.

(14) The bidder/contractor shall certify that it will make its best efforts to secure and utilize construction employees primarily from Summit County and, secondarily, from counties that are contiguous to Summit County.

In the event a contract has been awarded, a list of employees on the job will be requested. The list must contain (a) the name and home address of each employee, (b) for requirement #2, above, shall list the number of years of experience in the specific trade for all supervisory personnel, and (c) for requirement #12, above, shall, for each employee, identify the federally approved apprenticeship program in which the employee was trained or is currently enrolled, or shall list the number of years of experience in the specific trade. The bidder/contractor shall update and amend this list during the course of the proposed construction project for any new employees working on the proposed construction project.

The undersigned, _____, for and on behalf of _____, the bidder for the proposed construction project, hereby certifies that it complies with all of the aforementioned criteria, and will continue to comply with the aforementioned criteria during the duration of the proposed construction project. I further certify that all attachments to this form are accurate and that _____ will continue to update and amend the employee list attached hereto for any new employees working on the proposed construction project.

Signature

Date

STATE OF _____

COUNTY OF _____, ss.

Before me, a Notary Public, in and for said County, personally appeared

_____, authorized signatory for

_____, and acknowledged that he has signed the foregoing instrument and that the same is his free act and deed.

IN TESTIMONY WHEREOF, I have affixed by hand and seal of my office at

_____, Ohio, this _____ day of _____, 20_____.

Notary Public

LEGAL ADVERTISEMENT

NOTICE TO BIDDERS

Electronic bids will be received no later than Wednesday, September 30, 2026, at 2:00 p.m. E.S.T, at: www.bidexpress.com pursuant to Council Resolution 2025-332 for the:

Idle Brook Bankfull Wetlands

Engineer's Estimate: \$2,156,650.00

You must be registered as a vendor to download the bid documents. Please register at Bid Express at www.bidexpress.com . It can take up to 24 hours for your account to become active.

If you need additional assistance, please call the Technical Success - Bidding team at 888-352-2439, available Monday - Friday from 7:00 am – 8:00 pm (EST). You can also email the team at support@bidexpress.com .

Hard copies will not be accepted and will be returned unopened.
The County reserves the right to reject all bids.

County of Summit
Ilene Shapiro, County Executive

To be advertised on Thursday, September 10, 2026

Revision 1
List ID 75119
Title BID FORM

Item ID	Ref. No.	Item	Extension	Description	Quantity	Units	Unit Price
1172568	1	31.1	Special	Cleaning and Grubbing with Woody Material Management	1	LS	
1172569	2	31.23	Special	Earthwork (Curt and Haul Off or Repurpose)	1	LS	
1172570	3	31.37.16	Special	ODOT Type C Aggregate (Type C Material per ODOT CMS 703.19B)	1,771.00	TON	
1172571	4	35.43	Special	Tree Vanes	24	EACH	
1172572	5	35.43	Special	Harvesting and Placing Wood/Brush within Wetland Cells	1	LS	
1172573	6	32.93	Special	Container Trees	35	EACH	
1172574	7	32.92	Special	Live Stakes	223	EACH	
1172575	8	32.92.19	Special	Native Seeding Mix and Mulch	40,000.00	SY	
1172576	9	31.25	Special	Erosion Control	1	LS	
1172577	10	35.43	Special	Maintenance of Flow and Dewatering	1	LS	
1172578	11	31.10/32.92	Special	Site Access and Restoration on Project Parcels	1	LS	
1172579	12	103		5000 SPECIAL - Premium for Contract Performance Bond and for Payment Bond	1	LS	
1172580	13	623		99000 SPECIAL - Construction Layout Stakes and Surveying	1	LS	
1172581	14	624		99000 SPECIAL - Mobilization	1	LS	