

Book No. _____

VILLAGE OF MONTPELIER

Montpelier, Ohio

BID DOCUMENTS

&

SPECIFICATIONS

EAST MAIN STREET

WATER LINE AND LEAD SERVICE REPLACEMENT

Bid Opening:

April 21, 2026 at 10:30AM

TABLE OF CONTENTS

Title Page	
Table of Contents	
Notice of Bidders	NB-1
Information for Bidders	I 1 – 5
Bid Forms	P1-P7
Notice to Prospective Contractors of Requirements for Certification of Non-Segregated Facilities	P-8
List of Subcontractors	P9
Experience Statement	P10
List of Interested Principals	P11
Non-Collusion Affidavit	P12
Affidavit in Compliance with ORC Section 3517.13	P13
Surety Bid Bond and Performance Bond	BB 1-2
Performance Bond	PB 1-2
Ten Percent (10%) Bid Guaranty	BG 1-2
Build American Buy America	BA-1
American Iron and Steel	AMS-1
Prohibition on Telecommunications and Video Surveillance	PTVS-1
Contractor Equal Employment Opportunity Certification	EEO-1
Disadvantaged Business Enterprise	DBE-1-11
Contractor Certificate of Compliance with Federal Labor Standards Provisions	FLSA-1
Dispute Resolution and Administrative Claim Process	DRACP – 1-4
Certificate of Receipt of Safety Rules for Contractors	SR-1
Certification Regarding Debarment, Suspension, and Other Responsibility Matters and instructions	DBAR-1,2
Small Businesses in Rural Areas	SBRA-1
Conflict of Interest	CI - 1
Hazard Safety Requirements	HS - 1

TABLE OF CONTENTS

Notice of Award	NA 1-2
Affidavit of Contractor or Supplier on Non-Delinquency Of Personal Property Taxes	AFF 1
Agreement	AG 1-2
Certificate of Fiscal Officer	AG-3
Certificate of Owner's Legal Officer	AG-4
Notice to Proceed	NP 1
Change Order	CO 1
Contractor's Affidavit – Current Estimate	CA 1
Contractor's Affidavit – Final Estimate	CA-2
Notice of Commencement Supplied by Contractor	NOC 1
OEPA Permit to Install	OEPAPTI 1-3
Map of Project Area	MAP
General Conditions (See attached Table of Contents)	GC
Davis Bacon Wage Information	DB-1-10
Violating Facilities Clause	VF-1
Material Testing	MT-1
Special Provisions (See attached Table of Contents)	SP
Special Provisions Section A to W (See attached Table of Contents)	A – W
Special Conditions (See attached Table of Contents)	SC
Village of Montpelier Safety Rules for Contractors	

ADVERTISEMENT TO BIDDERS

On behalf of the **Village of Montpelier**, the **Williams County Board of Commissioners** invites bidders to submit sealed bids for the **East Main Street Waterline Replacement Project**.

Bids will be received in the **Williams County Commissioners Office** located at **1425 E. High Street, Bryan, OH 43506** until **10:30AM** (local time), **on Tuesday, April 14th, 2026**, at which time and place bids will be opened publicly and read aloud. Bids received after **10:30AM** will be returned unopened.

This project consists of the replacement of waterlines and mains from North Platt Street to East Main Street, including multiple repair clamps. The engineer's estimate for this project is \$1,941,000.00. This project is subject to all applicable Federal Labor Standards. This project is funded through the Federal Community Development Block Grant Program, Program Year 2025 and the **Village of Montpelier**.

To start filling out your bid, go to Section 3: Instructions to Bidders in the Contract Documents. The contract documents may be obtained in the following ways:

1. Online at <https://www.mvpo.org/bids>;
2. Via email, per request to Lorenzo Zamora at lzamora@mvpo.org; OR
3. In-person at the Maumee Valley Planning Organization's Office Monday – Friday, 8:00 am – 4:30 pm, at 1300 East Second Street, Suite 200, Defiance, OH 43512.

To submit your bid, sign it, submit it on the separate bidding forms included in **Section 4: Bid Proposal Form**, seal it in an envelope with **"NAME OF PROJECT"** on the front, and accompany it with a Bid Guaranty Bond in the amount of 10% of the Bid amount, subject to conditions provided in the Instructions to Bidders. The Bid Guaranty Bond shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Specifications may be examined at the Montpelier Village Hall, Montpelier, OH.

Plans may be picked up at the Village of Montpelier Town Hall, 211 N. Jonesville St, Montpelier, OH 43543. Phone number 419-485-5543. Plan deposit shall be \$60.00, including postage non-refundable. **Plan deposit checks are to be made payable to the Village of Montpelier.**

The **Williams County Board of Commissioners** and the **Village of Montpelier** reserve the right to reject every bid and to waive informalities, irregularities, and errors in the bidding to the extent permitted by law. The County reserves the right to purchase material from the most economical source. Location of material and job site, as well as any other pertinent factors, will be taken into consideration. No bidder may withdraw their bid within 60 days after the actual date of the opening of the bids.

END OF ADVERTISEMENT TO BIDDERS

To be advertised: Monday, March 30th & Monday, April 6th

INFORMATION FOR BIDDERS

Sealed proposals will be received by the Williams County Commissioners, Bryan, Ohio, at their Office located at 1425 East High Street, Bryan, OH 43506, and shall be publicly opened and read at the date and time specified in the Notice to Bidders. Said proposals shall be on the forms included in these Contract Documents and shall be sealed in an envelope and marked **East Main Street Waterline and Lead Service Replacement - Montpelier, Ohio**. Bidders name and address should be in the upper left portion of the envelope.

All Bids must be made on the required bid form. The bid form shall not be removed from the bound Contract Documents. All blank spaces for bid price must be filled in, in ink or type written, and the bid form including other required statements must be fully completed and executed, when submitted. Only one copy of the bid form is required.

The Owner may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within 60 days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period of time, the time may be extended by mutual agreement between the Owner and the Bidder.

Bidder must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and review of the Drawings and Specifications including Addenda. If any person contemplating submitting a Bid of the proposed Project is in doubt as to the true meaning of any part of the Plans, Specifications or other proposed Contract Documents, he may submit to the Manager a written request for an interpretation thereof. The person submitting the request shall be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by an Addendum duly issued, and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The Owner will not be responsible for any other explanations or interpretations of such documents, which any one presumes to make on behalf of the Owner before expiration of the ultimate time for the receipt of Bids. Failure of any Bidder to receive any such Addendum shall not relieve the bidder from any obligation of his Bid as submitted. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

The quantities in the Bid are approximate only, with no responsibility for its accuracy assumed by the Owner or the Engineer. The Contractor is cautioned to make his own investigations and determinations of the conditions under which the work will be performed and to base his Bid accordingly. The Contractor is directed to make his own independent sub-surface investigations and shall base his Bid with his own determinations of such sub-surface conditions.

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

Each bid shall contain the full name of every person, partnership or corporation interested in the same and shall be accompanied by a bid guaranty in the form of either:

(1) A bond for the full amount of the bid in substantially the same form as the document which is part of this bid packet and designated as "SURETY BID BOND AND PERFORMANCE BOND"; or

(2) A certified Cashier's check, or letter of credit issued pursuant to Chapter 1305 of the Ohio Revised Code - attached to a bid document in substantially the same form as the document included in this bid packet and designated as "TEN PERCENT (10%) BID GUARANTY." The amount of the certified check, cashier's check, or letter of credit shall be equal to 10% of the bid. Any letter of credit is revocable only at the option of the Village.

All bid guaranties shall be payable to the Village of Montpelier for the benefit of the Village of Montpelier and shall be deposited with and held by the Owner. All Bonds shall be issued by a surety company authorized to do business in the State of Ohio as a surety and shall be approved by the Owner. All certified checks, cashier's checks, or letters of credit shall be made payable to the Village of Montpelier.

Bid guaranties shall be returned to all unsuccessful bidders immediately after the contract is executed. A 10% bid guaranty shall be returned to the successful bidder upon filing of the performance bond required by the TEN PERCENT (10%) BID GUARANTY.

As soon as the Bid prices have been compared, the Owner will return the bonds of all except the three lowest responsible Bidders. When the Agreement is executed the bonds of the two remaining unsuccessful Bidders will be returned. The Bid Bond of the successful Bidder will be retained until the Performance Bond has been executed and approved, after which it will be returned.

A Performance Bond in the amount of one hundred percent (100%) of the Contract Price, with a corporate surety approved by the Owner, will be required for the faithful performance of the Contract. Said performance bond shall be in a form approved by the Owner and shall contain a one (1) year guarantee clause for workmanship and material.

A conditional or qualified Bid will not be accepted.

Bids and/or Bid attachments executed by other than the President of a corporation, Partner of a partnership, or Owner of a sole proprietorship shall be accompanied by a notarized statement executed by the President and Secretary in the case of a corporation, by

a Partner in the case of partnership, or by the Owner of a sole proprietorship authorizing said signatory party to act for the corporation, partnership or sole proprietorship.

Attorney-in-fact who signs Bid Bonds or Payments and Performance Bonds must file with each bond a certified and effective dated copy of their power of attorney.

Each proposal must contain the full name of every person or company interested in the same.

The award will be made to the low responsive, responsible Bidder. In order to determine same, an evaluation shall be made as to whether the equipment and materials proposed to be furnished are in compliance with the Specifications. In order to permit such evaluation, the Bidder shall indicate on the appropriate blanks provided on the bid form the names of the manufacturers of the listed equipment and materials he used in determining his Bid and proposes to furnish in the event of Contract award. Where no manufacturers' names are included in the Specifications for the listed equipment or material, or where a presumed "or equal" manufacturer is indicated by the Bidder other than a manufacturer listed in the Specifications for the respective equipment or material, the Bidder must submit, upon request, within five (5) days of the Bid date, a complete identification, including detailed descriptive and performance data, concerning the equipment or material proposed to be furnished. Should such submitted data indicate that the equipment or material proposed to be furnished is not in full compliance with the Specifications, the Bid shall be liable to rejection as being non-responsive. Any such submittal shall in no way supersede the requirements of the Contract Documents pertaining to Shop Drawings.

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigations of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. Name of Subcontractors shall be submitted and the Owner reserves the right to investigate and reject bids based on the subcontractors.

A responsive Bid shall have all blanks properly completed, be signed, and shall include the following properly executed:

1. Proposal
2. Non-Segregation to Prospective Contractors
3. List of Subcontractors
4. Experience Sheet
5. List of Interested Principals
6. Non-Collusion Affidavit
7. Affidavit in Compliance with ORC Section 3517.13

8. Surety Bid Bond and Performance Bond or 10% Bid Guaranty
9. Build America Buy America
10. American Iron and Steel Acknowledgement
11. Contractor Equal Employment Opportunity Certification
12. Workman's Compensation Certificate – Contractor to Insert / Provide
13. Disadvantage Business Enterprise (DBE)
14. Certificate of Compliance with FLSA – Davis Bacon
15. Dispute Resolution and Administrative Claim Process
16. Safety Program Acknowledgement
17. Debarment Business Utilization

The low Bidder must supply the names and addresses of major material suppliers and subcontractors.

The party to whom the Contract is awarded will be required to execute the Agreement and obtain the Performance Bond and Payment Bond within ten (10) calendar days from the date when Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement, the Owner may at this option consider the Bidder in default, and in which case the Bid Bond accompanying the proposal shall become the property of the Owner.

The Owner within ten (10) days of receipt of acceptable Performance and Payment Bond and Agreement signed by the party to whom the Agreement was awarded shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the Owner not execute the Agreement within such period, the Bidder may by written notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the Owner.

The Notice to Proceed shall be issued within ten (10) days of the execution of the Agreement by the Owner. Should there be reasons why the Notice to proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and Contractor. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the Contractor may terminate the Agreement without further liability on the part of either party.

The successful Bidder after being notified to the award of the contract and prior to the time the contract is entered into shall submit a statement to the Director of Finance, Village of Montpelier, Montpelier, Ohio, affirmed under oath, disclosing whether or not the Bidder, at the time the bid was submitted, was charged with any delinquent personal property taxes, and a copy of the statement shall be incorporated into the contract, all as required by Section 5719.042 of the Revised Code of Ohio.

Federal regulations prohibit by-passing of any sewage during construction operations. The Contractor will be responsible for providing any required temporary pumping facilities piping, etc., necessary to complete the project without any plant by-passing and continuous treatment must be provided at the same level during construction as existed prior to construction.

Unless otherwise previously or subsequently specified, the Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of his Contract.

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work required to complete his Contract.

The Contractor agrees to comply with all applicable standards, orders or requirements under Section 306 of the Clean Air Act, 42 USC 1857 (h), Section 508 of the Clean Water Act, 33 USC 1368, Executive Order 11738, and EPA regulations, 40 CFR Part 32, which prohibits the use under non-exempt Federal contracts, grants, or loans of facilities included on the EPA list of Violating Facilities.

All Contractors and Subcontractors involved with the project shall, to the extent practicable, use Ohio products, materials, services, and labor in the implementation of this project.

NOTE: All bidders shall be prepared to assist the Village of Montpelier and the Williams County Commissioners with any requirements in the attached "Grant Agreement" and be aware and conform to any special requirements or rules noted.

ADDENDUM No. 1
Water Line and Lead Service Replacement

Date of Addendum: March 26, 2026
Bid Date: 2:00 pm, Tuesday, April 14, 2026

TO ALL BIDDERS:

Enclosed please find additional information that needs to be included in the bid documents.

Item #1

Prior to installing the 12" waterline the village will excavate at the back of curb on the south side to determine the elevation of the sanitary services so a decision can be made as to whether the services need to be adjusted.

Pavement repairs required to alter the elevations of the sanitary services outside the 12" waterline trench will be paid at the respective unit prices bid

Item #2

ENVIRONMENTAL PROTECTION NOTES

Enclosed please find EPA Environmental Protection Notes received on March 25,2026 which are now part of the Contract Documents.

Company Name

Signature / Title

Date

Please acknowledge receipt of this addendum by signing at the bottom of the addendum and returning via fax to the Village of Montpelier, 419-485-4947 Attn: Engineering.

Acknowledge the addendum on Page P-8 of the bid form.

Enclosed

EROSION AND SEDIMENTATION CONTROL

Clearing and grubbing shall commence when the contractor is prepared to start construction.

Properly install erosion controls (e.g., silt fences, etc.) on slopes, along streams and drainage ways, around drainage structures, and anywhere else that exposed soil could run off. All sediment control measures shall be in place prior to starting construction.

Site staging areas in locations that require no or little clearing and that are distant from stream banks. If this is unavoidable, approval of the staging area by Ohio EPA, Division of Environmental and Financial Assistance is necessary.

Protect stockpiled topsoil with silt barriers, temporary seeding, or a covering such as with anchored straw mulch.

Remove only those trees, shrubs, and grasses that must be removed for construction; protect the rest to preserve their aesthetic, habitat, and erosion control values.

As construction is completed, permanently stabilize each disturbed area with perennial vegetation installed according to Natural Resources Conservation Service standards and specifications.

Final grading will be consistent with pre-construction topography for drainage and aesthetic reasons.

No more than 200 feet of trench shall be open at any given time. Trench opening, pipe laying, and backfilling should occur so as to minimize the amount of disturbed area.

Unpaved areas will be wet down (as necessary) during construction to minimize dust generation.

If work is suspended for any reason, the contractor shall maintain the soil erosion and sedimentation controls in good operating condition during the suspension of the work. Also, when seasonal conditions permit and the suspension of work is expected to exceed a period of one month, the contractor shall place topsoil, fine grade, seed, fertilize, and mulch all disturbed areas left exposed when work is stopped, as specified herein.

When working adjacent to a waterway, the contractor shall maintain a buffer zone of undisturbed vegetation between the work area and the waterway. If a buffer zone of vegetation cannot prevent siltation of the waterway, silt barriers shall also be installed by the contractor in these areas to prevent sediment laden runoff from entering the waterway.

Install erosion and sedimentation control practices referring to Natural Resources Conservation Service or equivalent standards and specifications for particular techniques. The practices are to be maintained in effective working condition during construction and until all disturbed areas have been permanently stabilized.

Contractor shall remove daily all mud, soil and debris that may be tracked onto existing streets, drives, or walks by his equipment or that of subcontractors or suppliers.

All materials to be disposed of off-site must be disposed of in an environmentally sound manner in accordance with local, state and federal regulations at a site approved by the Engineer. No excess materials are to be disposed of in any wetland, floodplain, surface water, or other environmentally sensitive areas. Erosion control measures at the disposal site must be installed and maintained until disposal is complete and the disposal site is permanently stabilized. Giving excavated soil away does not relieve the Contractor or Engineer of this responsibility.

TRAFFIC CONTROL

Maintain at least one lane of traffic along the travel route to the construction site.

Maintain access for emergency vehicles at all times.

Mark construction equipment or excavations near roads with lights or reflectors.

The contractor shall provide, erect and maintain all necessary barricades, warning signs, danger signals, flag persons, watchers, and all other appropriate precautions necessary to the protection of the work and for safety.

Prior to closing off clear access to any public alley, street, road, avenue, or boulevard, the contractor must have consent from local officials and the Engineer.

AIR / NOISE CONTROL

Construction activities are limited to daytime hours.

Construction equipment will be provided with intake silencers and mufflers, as required by safety standards.

All construction vehicles shall be equipped with proper emissions control equipment.

Periodically check equipment and machinery for proper tuning to minimize exhaust emissions and noise.

TREES / VEGETATION PROTECTION

The project is within the range of the state and federally endangered Indiana bat (*Myotis sodalis*), the state and federally endangered northern long-eared bat (*Myotis septentrionalis*), the state endangered little brown bat (*Myotis lucifugus*), and the state endangered and federally proposed endangered tri-colored bat (*Perimyotis subflavus*) and may impact summer roosting habitat for these species. Per U.S. Fish and Wildlife Service recommendations, the removal of trees greater than or equal to 3-inches in diameter should only occur between October 1 and March 31. If this frame cannot be followed, the U.S. Fish and Wildlife Service (614.416.8993) and Ohio Department of Natural Resources (Contact: Eileen Wyza, Eileen.Wyza@dnr.ohio.gov) must be contacted prior to cutting for guidance on necessary steps to document the absence or presence of these species.

Trees which are not removed will be protected by ensuring that trees to be removed are felled so as not to injure the remaining trees.

Soil and other material will not be stored next to or within the drip-line of trees.

Preservation of landscaping should take precedence over removal. If removal or damage is unavoidable, existing vegetation should be repaired or replaced "in-kind" unless the homeowner specifies otherwise.

If trees/shrubs cannot be replaced in the same location due to installation of the sewer system, relocation should be considered.

The contractor shall repair all injuries to bark, trunks, limbs, and roots of remaining vegetation by properly dressing, cutting, bracing and painting, using only approved tree surgery methods, tools, and materials. When roots are damaged during excavation, the above ground portion of the tree will be pruned to compensate.

Selectively prune tree limbs prior to construction only in established easements where removal is necessary for operation of equipment.

DEWATERING

Silt from construction operations shall not be permitted to enter the storm sewer system. When construction occurs near storm sewer inlets, erosion control measures such as inlet filters shall be used to prevent silt from entering the storm sewers. If dewatering is necessary, flows should be filtered through a filter bag before entering storm drains or streams.

STREAM CROSSINGS

When clearing vegetation prior to starting stream crossing work, leave intact streambank trees, shrubs, and other vegetation to help control erosion; where equipment operation requires tree removal, stumps and roots are to remain in place to help anchor the streambank.

Place silt barriers along the banks where vegetation removal has occurred or is anticipated, exposed soil exists, and/or spoils or other fill materials are present, before starting stream crossing work. Such materials shall not be stockpiled within 50 feet of the stream.

Construction in a stream will continue until completed. A stream crossing shall not be started unless time and weather allow immediate completion. Stream crossing work shall be restricted to periods of dry weather and low-flow or no-flow conditions. Stream bank stabilization should be initiated immediately after the crossing is completed. Stream banks shall be restored to their original line and grade and stabilized with vegetative materials, such as erosion control matting.

Construct a coffer dam to keep the stream from continually flowing through the disturbed area. Stage construction so the cofferdam is confined to one-half of the channel and is completed and stabilized before moving to the other side of the channel.

Material excavated from the trench shall be placed at least 20 ft. from the stream banks behind entrenched silt fence.

The only fill permitted in the channel is clean aggregate stone or rock. No soil or other fine erodible material shall be placed in the channel. This restriction includes all fill of temporary crossings, diversions, and trench backfill when placed in flowing water. If the stream flow is diverted away from construction activity the material originally excavated from the trench may be used to backfill the trench.

Restoration should include the re-establishment of channel contours.

Limit the use of rip-rap to areas where stream flow conditions preempt vegetative stabilization.

ARCHAEOLOGICAL / HISTORICAL RESOURCES

Contractors and subcontractors are required under Ohio Revised Code (O.R.C.) Section 149.53, to notify the Ohio Historical Society and the Ohio Historic Site Preservation Board of Archaeological Discoveries located in the project area and to cooperate with those entities in archaeological and historic surveys and salvage efforts if such discoveries are uncovered within the project area.

Contact: State Historic Preservation Office

Phone: 614.298.2000

GROUND WATER / DRINKING WATER PROTECTION

Construction activity will occur within a Drinking Water Source Protection Area or designated Sole Source Aquifer. A chemical spill in this area poses a threat to the drinking water.

Minimize quantities of bulk fluids related to construction activities in the project area and store bulk fluids outside of the sanitary isolation radius of all existing drinking water wells in an appropriately designed apparatus that provides both safe storage and effective spill containment.

Avoid equipment maintenance activities within the drinking water source protection area.

Report all spills to the Applicant and to the Ohio EPA Spill Hotline at 1-800-282-9378.

Post the Ohio EPA Emergency Spill Hotline number (1-800-282-9378) at the project site.

Inform all contract employees of the sensitivity to ground water within the project construction zone.

PROHIBITED CONSTRUCTION ACTIVITIES

Disposing of excess or unsuitable excavated material in wetlands or flood plains **even with the permission of the property owner;**

Locating stockpile storage areas in environmentally sensitive areas;

Indiscriminate, arbitrary, or capricious operation of equipment in any streams or stream corridors, any wetlands, any surface waters, or outside the easement limits;

Pumping of sediment-laden water from trenches or other excavations directly into any surface waters, any stream corridors, any wetlands, or storm sewers; all such water will be properly filtered or settled to remove silt prior to release;

Discharging pollutants such as chemicals, fuels, lubricants, bituminous materials, raw sewage and other harmful waste into or alongside of rivers, streams, impoundments, or into natural or man-made channels leading thereto;

Disposing of trees, brush and other debris in any stream corridor, any wetlands, any surface waters, or at unspecified locations;

Open burning of project debris without a permit;

Discharging injurious silica dust concentrations into the atmosphere resulting from breaking, cutting, chipping, drilling, buffing, grinding, polishing, shaping or surfacing closer than 200 feet to places of residences or commercial, professional, quasi-public or public places of human occupation;

Storing construction equipment and vehicles and/or stockpiling construction materials on property, public or private, not previously specified on the plans by the engineer for such purposes;

Running well point or pump discharge lines through private property or public property and rights-of-way without the written permission of the property owner and the consent of the engineer.

Operations entailing the use of vibratory hammers or compactors outside the hours of 8:00 am and 5:00 pm or outside the hours allowed for construction by local ordinances or regulations; and

Closing off clear access to any public alley, street, road, avenue or boulevard without the prior consent of municipal officials and the engineer, and closing clear access:

- by fire protection equipment and emergency vehicles;
- by the public to any commercial or professional place of business, quasi-public or public establishment, or place of residence; or
- by vehicles to driveways without the provision of alternative means of building ingress and egress.

SOURCE WATER PROTECTION AREAS & DDAGW BMPS

The project falls within the Source Water Assessment and Protection (SWAP) area for the Village of Montpelier Public Water System. The contractor should coordinate with Village of Montpelier and the engineer regarding any concerns and implement during construction any applicable best management practices for the protection of Village of Montpelier drinking water source and any other ground and surface water resources in the area.

The contractor should immediately report to the Village of Montpelier any spills or other emergencies that could impact their water supply and have a contingency plan in place for such an emergency.

Additionally, Ohio EPA has the following recommendations to be implemented during construction to prevent contamination of the underlying aquifer:

- a. There are designated fueling and parking/staging areas for construction and maintenance located on impermeable materials like asphalt and concrete.**
- b. Installation of secondary containment around any above ground storage tanks, or any containers that contain hazardous materials such as oil or gasoline.**

c. Ensure that proper erosion and sediment controls, as well as storm water controls, are in place.

ADDENDUM No. 2
Water Line and Lead Service Replacement

Date of Addendum: April 8, 2026

Bid Date: 10:30 am, Tuesday, April 21, 2026

TO ALL BIDDERS:

Enclosed please find additional information that needs to be included in the bid documents.

#1

The bid opening date has been changed to **Tuesday, April 21, 2026 at 10:30AM**

#2

The form item #38 should be 700SF

#3

The completion date is October 31, 2027

#4

If the contractor chooses to open-cut the water services under the pavement, the granular backfill will not be a pay item.

#5

Item #7 12x12x6 tees on the bid form has been changed from the quantity of 8 to 10 EA

Company Name

Signature / Title

Date

Please acknowledge receipt of this addendum by signing at the bottom of the addendum and returning via email to MVPO at Izamora@MVPO.org .

Acknowledge the addendum on Page P-8 of the bid form.

FORMS
&
BID SCHEDULE

VILLAGE OF MONTPELIER

EAST MAIN STREET WATERLINE AND LEAD SERVICE REPLACEMENT

Proposal _____ (hereinafter called "Bidder",) organized and existing under the laws of the State of _____, doing business as a _____.

In compliance with advertisements for Bids, Bidder hereby proposes to perform all work for the Village of Montpelier, **East Main Street Waterline and Lead Service Replacement** with the Contract Documents, within the time set forth therein, and at the prices stated below.

By submission of the Bid, each Bidder certifies, and in the case of joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other bidder or with any competitor.

Bidder hereby agrees to commence work under this contract not later than April 1, 2026, and to fully complete the Project by October 31, 2026. The Village will not be responsible for moving parked vehicles.

Bidder further agrees to pay as liquidated damages, the sum of \$600.00 for each consecutive calendar day thereafter as provided in Section 15 of the General Conditions Paragraph 9 of the Special Conditions.

BID SCHEDULE REVISED 3/24/2026
VILLAGE OF MONTPELIER
E. MAIN STREET WATERLINE AND LEAD SERVICE REPLACEMENT

BIDDER AGREES TO PERFORM ALL THE CONSTRUCTION WORK DESCRIBED IN THE SPECIFICATIONS AND SHOWN ON THE PLANS, FOR THE FOLLOWING UNIT PRICES. IN CASE OF DISCREPANCY BETWEEN UNIT PRICES AND TOTAL PRICES, THE UNIT PRICE SHALL CONTROL AND THE CORRECT EXTENSION SHALL BE MADE.

REF #	ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
<u>MAIN LINE REPLACEMENT</u>						
1	748	6" Water Line with Native Backfill - Open Cut	30	LF	\$	\$
2	748	6" Water Line with 304 Backfill - Open Cut	316	LF		
3	748	8" Water Line with Native Backfill - Open Cut	75	LF		
4	748	8" Water Line with 304 Backfill - Open Cut	90	LF		
5	748	12" Water line with 304 Backfill - Open Cut	2,868	LF		
6	748	Deflect Waterline Under Sanitary Including Additional Excavation, Backfill and 4-45Degrees ELL	1	EA		
7	748	12x12x6 MJ Tee	10	EA		
8	748	12x12x8 MJ Tee	2	EA		
9	748	12x12x12 MJ Tee	1	EA		
10	748	12x12x12 Tapping Sleeve & Valve	1	EA		
11	748	4x12 Reducer	1	EA		
12	748	8x8x6 MJ Tee	2	EA		
13	748	6x6x6 MJ Tee	3	EA		
14	748	4" - 45° ELL	2	EA		

BID SCHEDULE REVISED 3/24/2026
VILLAGE OF MONTPELIER
E. MAIN STREET WATERLINE AND LEAD SERVICE REPLACEMENT

REF #	ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
15	748	6" - 45° MJ ELL	8	EA	_____	_____
16	748	8" 45 ° MJ ELL	4	EA	_____	_____
17	748	12" 45 Degrees MJ ELL	2	EA	_____	_____
18	748	6" Gate Valve & Valve Box	7	EA	_____	_____
19	748	8" Gate Valve & Valve Box	2	EA	_____	_____
20	748	12" Gate Valve & Valve Box	8	EA	_____	_____
21	748	6 " Plug	4	EA	_____	_____
22	748	6" Fire Hydrant Assembly	7	EA	_____	_____
23	748	Connect New 6",8",12" to Exist	8	EA	_____	_____
24	611	6" and 8" Storm Repair	24	LF	_____	_____
25	611	12" Storm Repair	72	LF	_____	_____
26	611	Lower 6" Sanitary Service Under 12" WL in WL Trench	50	LF	_____	_____
27	611	Lower 6" Sanitary Service Outside WL Trench Incl 304 B/F	80	LF	_____	_____
28	611	6" Sanitary Service Repair in 12" WL Trench	36	LF	_____	_____
29	611	6" Sanitary Service Repair Outside 12" WL Trench Incl 304 B/F	50	LF	_____	_____
30	611	24" Sanitary Repair INCL 304 B/F		LS	_____	_____
31	611	4"&6" Field Tile Repair in 12" WL Trench	100	LF	_____	_____

BID SCHEDULE REVISED 3/24/2026
VILLAGE OF MONTPELIER
E. MAIN STREET WATERLINE AND LEAD SERVICE REPLACEMENT

REF #	ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
32	748	Remove Existing Valve Boxes including placing granular b/f	14	EA	_____	_____
33	748	Remove Existing Fire Hydrant Assembly and Plug Waterline	7	EA	_____	_____
34	301	10" 301 Asphalt Base 2 Lifts	360	CY	_____	_____
35	407	Tack coat	150	GAL	_____	_____
36	441	1 1/2" Asphalt Leveling Course 441	75	CY	_____	_____
37	441	1 1/4" Asphalt Surface Course 441	65	CY	_____	_____
38	408	4" Concrete Sidewalk Non Reinforced	700	SF	_____	_____
39	452	6" Concrete Drive Repair Non Reinforced	100	SF	_____	_____
40	SPEC	Turncated Dome Wheelchair Ramp	5	EA	_____	_____
41	409	Concrete Curb & Gutter Repair	64	LF	_____	_____
42	832	Catch Basin Dandy Bags	35	EA	_____	_____
<u>Services in Right of Way</u>						
43	748	3/4" CORP	38	EA	_____	_____
44	748	1" CORP	1	EA	_____	_____
45	748	2" CORP	1	EA	_____	_____
46	748	3/4" Water Service - Push or Open Cut	941	LF	_____	_____

BID SCHEDULE REVISED 3/24/2026
VILLAGE OF MONTPELIER
E. MAIN STREET WATERLINE AND LEAD SERVICE REPLACEMENT

REF #	ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
47	748	3/4" Water Service w/ Gran B/F - Open Cut	252	LF		
48	748	1" Water Service - Push or Open Cut	24	LF		
49	748	1" Water Service w/ Native B/F - Open Cut	8	LF		
50	748	2" Water Service - Push or Open Cut	28	LF		
51	748	2" Water Service Native B/F - Open Cut	8	LF		
52	748	Meter Pits - Supplied & Installed by Contractor	39	EA		
53	611	4" & 6" Field Tile Repair	50	LF	\$ 50.00	\$ 2,500.00
54	408	4" Sidewalk Replacement Non Reinforced	1,576	SF		
55	659	Seeding Incl 4" Top Soil		LS		
<u>Service on Private Property</u>						
56	748	3/4" Service Native Backfill	1,348	LF		
57	748	3/4" Service 304 Backfill	150	LF		
58	748	Connection at House	38	EA	\$ 4,000.00	\$ 152,000.00
59	611	4" & 6" Sanitary Repair Native B/F	50	LF		
60	611	4" & 6" Field Tile Repair Native B/F	50	LF	\$ 30.00	\$ 1,500.00
61	408	4" Sidewalk Non Reinforced	340	SF		
62	452	6" Concrete Drive Non Reinforced	100	SF		

BID SCHEDULE REVISED 3/24/2026
VILLAGE OF MONTPELIER
E. MAIN STREET WATERLINE AND LEAD SERVICE REPLACEMENT

<u>REF #</u>	<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
63	304	6" Stone Drive 304	10	CY	_____	_____
64	659	Seeding and Mulching Incl 4" Top Soil		LS		_____
<u>Miscellaneous</u>						
65	832	Storm Water Pollution Prevention Plan		LS		_____
66	SPEC	Audio Video		LS		_____
67	614	Maintain Traffic		LS		_____
68	624	Mobilization		LS		_____
69	102	Bond		LS		_____
					<u>TOTAL BID</u>	=====

Bidder acknowledged receipt of the following Addendum:

The Bidder agrees that within ten (10) days after the execution of the Contract, he shall commence construction activities and that he shall maintain sufficient labor and machinery on the site to complete the project as outlined in the Proposal.

It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of Sixty (60) days from the date for receiving proposals by the Owner. The proposal may be withdrawn at any time prior to the scheduled time for opening bids.

The Contract may not be awarded for a maximum of sixty (60) days after the opening of bids.

The **Village of Montpelier**, Montpelier, Ohio reserves the right to reject any bid and/or all bids and to waive any irregularities in bidding.

Date: _____

Contractor

By

Title

Address

**NOTICE TO PROSPECTIVE CONTRACTORS OF REQUIREMENTS FOR
CERTIFICATION OF NON-SEGREGATED FACILITIES**

A Certification of Non-Segregated Facilities, as required by the May 9, 1967 Order (32F R. 7439, May 1967) or Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000.00 which is not exempt from the provisions of the Equal Opportunities Clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

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

Date: _____

Signature of Bidder or Perspective Contractor

Title

Address (including Zip)

NON-COLLUSION AFFIDAVIT

(This affidavit must be executed for the bid to be considered.)

STATE OF OHIO

COUNTY OF WILLIAMS _____ SS.

_____, being first duly sworn, deposes and

says that he is _____
(sole owner, partner, president, etc.)

of _____ the party making the foregoing proposal or Bid; that such Bid is genuine and not collusive or sham; that said Bidder is not financially interested in, or otherwise affiliated in a business way with any other Bidder on the same contract; that such Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person, to put in a sham Bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person to fix the Bid price of affiant or any other Bidder, or to fix any overhead, profit, or cost element of said Bid Price, or of that of any other Bidder or to secure any advantage against the Owner, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or Bid are true; and, further, that such Bidder has not, directly or indirectly, submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any associated or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this _____ day of _____, 2_____.

Notary Public in and for

_____, County, Ohio

My Commission expires
_____, 2_____.

AFFIDAVIT IN COMPLIANCE WITH ORC SECTION 3517.13

Ohio Legislation was enacted to require affidavits of individuals or corporations, which have contracts over \$10,000 with government entities, to report their compliance of Ohio Revised Code Section 3517.13. The code section is in reference to campaign contributions given to elected officials governing our entity.

_____ has not given contributions to our elected officials in direct decision making positions for the government entity of the Village of Montpelier.

_____ is in full compliance of ORC Section 3517.13.

By: _____

Type Name and Title

STATE OF OHIO COUNTY OF _____, SS:

Sworn to before and subscribed in my presence this _____ day of _____, 2 _____.

Notary Public

My Commission Expires: _____

Instructions

This Affidavit is to be executed and submitted to the Director of Finance after the award and prior to the time of executing the contract. A copy of this Affidavit shall be incorporated into the contract.

SURETY BID BOND AND PERFORMANCE BOND

(153-571 ORC)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____, as principal, and _____
_____, as sureties, are hereby held and firmly bound
unto the **Village of Montpelier** as obligee in the penal sum of the dollar amount of the bid
submitted by the principal to the obligee on _____, 2____, to undertake the
project known as **E. Main Street Waterline and Lead Service Replacement**. The penal sum
referred to herein shall be the dollar amount of the principal's bid to the obligee,
incorporating any additive or deductive alternate proposals made by the principal on the
date referred to above to the obligee, which are accepted by the obligee. In no case shall
the penal sum exceed the amount of \$_____ dollars. (If the foregoing
blank is not filled in, the penal sum will be the full amount of the principal's bid, including
alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the
full amount of the bid including alternates, in dollars and cents. A percentage is not
acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly
and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

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

Now, therefore, if the obligee accepts the bid of the principal and the principal fails
to enter into a proper contract in accordance with the bid, plans, details, specifications, and
bills of material; and in the event the principal pays to the obligee the difference not to
exceed ten percent of the penalty hereof between the amount specified in the bid and such
larger amount for which the obligee may in good faith contract with the next lowest bidder
to perform the work covered by the bid; or in the event the obligee does not award the
contract to the next lowest bidder and resubmits the project for bidding, the principal pays
to the obligee the difference not to exceed ten percent of the penalty hereof between the
amount specified in the bid, or the costs, in connection with the resubmission, of printing
new contract documents, required advertising, and printing and mailing notices to
prospective bidders, whichever is less, then this obligation shall be null and void, otherwise
to remain in full force and effect; if the obligee accepts the bid of the principal and the
principal within ten days after the awarding of the contract enters into a proper contract in
accordance with the bid, plans, details, specifications, and bills of material, which said
contract is made a part of this bond the same as though set forth herein;

Now, also, if the said principal shall well and faithfully do and perform the things agreed to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, material-men, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any material-man or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond.

SIGNED AND SEALED This _____ day of _____, 2____.

Principal:

By: _____

Title: _____

Surety:

Surety Company Address:

_____ Street

By: _____
Attorney-in-Fact City State Zip

Surety Agent's Address:

Agency Name

Street

City State Zip

PERFORMANCE BOND
(153.57 ORC)

KNOW ALL MEN BY THESE PRESENT, that we the undersigned _____
_____ as principal and _____ as surety, are
hereby held and firmly bound unto the Village of Montpelier, Montpelier, Ohio, as oblige in the
penal sum of \$ _____ dollars, for the payment of which well and truly to be made, we
hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors,
and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal
did on the ____ day of _____, 2____, enter into a contract with the Village of
Montpelier, Montpelier, Ohio, which said contract is made a part of this bond the same as
though set forth herein:

Now, if the said principal shall well and faithfully do and perform the things agreed to be
done and performed according to the terms of said contract; and shall pay all lawful claims of
subcontractors, material-men, and laborers, for labor performed and materials furnished in the
carrying forward, performing, or completing of said contract; we agreeing and assenting that
this undertaking shall be for the benefit of any material-man or laborer having a just claim as
well as for the oblige herein; then this obligation shall be void; otherwise the same shall remain
in full force and effect; it being expressly understood and agreed that the liability of the surety
for any and all claims thereunder shall in no event exceed the penal amount of this obligation
as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or
additions, in or to the terms of the said contract or in or to the plans or specifications therefore
shall in any wise effect the obligations of said surety on its bond.

Principal:

By: _____

Title: _____

Surety:

Surety Company Address:

_____ Street

By: _____
Attorney-In Fact

_____ City State Zip

Surety Agent's Address:

_____ Agency Name

_____ Street

_____ City State Zip

TEN PERCENT (10%) BID GUARANTY

Pursuant to the conditions of the foregoing notice to bidders, attached hereto is a certified check or cashier's check or letter of credit on _____ in the sum of _____ Dollars (\$_____).

The condition of this TEN PERCENT (10%) BID GUARANTY is that if the bid submitted herein is accepted, the bidder will, after the awarding of the contract, enter into a proper contract with the **Village of Montpelier** (Owner) in accordance with the bid, plans, details, specifications, and bills of material. If for any reason, other than as authorized by Section 9.31 of the Ohio Revised Code or by Section (G) of Ohio Revised Code 153.54, the bidder fails to enter into the contract, and the Owner awards the contract to the next lowest bidder, the bidder is liable to the Owner for the difference between the bidder's bid and that of the next lowest bidder, or for a penal sum not to exceed 10% of the amount of the bid, whichever is less. If the Owner does not award the contract to the next lowest bidder, but resubmits the project for bidding, the bidder herein, except as provided in Ohio Revised Code 153.54(G), is liable to the Village for a penal sum not to exceed 10% of the amount of the bid or the costs in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less.

If the bidder enters into the contract, the bidder shall, at the time the bidder enters into the contract, file a performance bond for the amount of the contract to indemnify the Owner against all damage suffered by failure to perform the contract according to its provisions and in accordance with the plans, details, specifications, and bills of material; therefore and to pay all lawful claims of subcontractors, material-men, and laborers for labor performed or material furnished in carrying forward, performing, or completing the contract; and agree and assent that this undertaking is for the benefit of any subcontractor, material-man or laborer having a just claim, as well as for the Owner.

The bond shall be in substantially the same form as the document included in the bid packet and titled "Performance Bond."

Date: _____

Bidder: _____

Name

Address

City

State

Zip

Signed and Sealed this _____ day of _____, 2____.

Principal: _____

By: _____

Title: _____

Surety:

By: _____
Attorney-in-Fact

Surety Company Address:

_____ Street

_____ City State Zip

Surety Agent's Address:

_____ City State Zip

BUILD AMERICA, BUY AMERICA (BABA) ACKNOWLEDGEMENT

The Contractor acknowledges to and for the benefit of the _____ (“Owner”) and the State of Ohio (State) that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as “Build America, Buy America;” that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States (“Build America, Buy America Requirements”) including iron and steel, manufactured products, and construction materials provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and Funding Authority (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the Funding Authority.

Signature

Date

Name and Title of Authorized Signatory, Please Print or Type

Bidder’s Firm

AMERICAN IRON AND STEEL ACKNOWLEDGEMENT

The Contractor acknowledges to and for the benefit of the City of _____ ("Purchaser") and the State of Ohio (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Signature

Date

Name and Title of Authorized Signatory, Please Print or Type

Bidder's Firm

Check here if the WPCLF or WSRLA applicant will be requesting an individual waiver for non-American made iron and steel products. Please note that the waiver box does not need to be marked for nationwide waivers.

Prohibition on Telecommunications and Video Surveillance

§ 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- (c) See Public Law 115-232, section 889 for additional information.
- (d) See also § 200.471.

Resources:

[2 CRF 200.216](#)

FAQ's: [Sec. 889 of 2019 NDAA FAQ_20201124.pdf \(performance.gov\)](#)

[Public Law 115-232, Section 889](#)

[§ 200.471](#)

Contractor Equal Employment Opportunity Certification

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

1. The undersigned will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The undersigned will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The undersigned agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this equal opportunity (federally assisted construction) clause.
2. The undersigned will, in all solicitations or advertisements for employees placed by or on behalf of the undersigned, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The undersigned will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the undersigned's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The undersigned will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The undersigned will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the undersigned's non-compliance with the equal opportunity (federally assisted construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the undersigned may be declared ineligible for further Government contracts of federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as provided by law.
7. The undersigned will include this equal opportunity (federally assisted construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provision will be binding upon each subcontract or vendor. The undersigned will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor, as a result of such direction by the administering agency the undersigned may request the United States to enter into such litigation to protect the interest of the United States.

(Signature)

(Date)

(Name and Title of Signer, Please type)

(Firm Name)

Disadvantaged Business Enterprises (DBE) Utilization (Required Contract Provision)

USEPA has a program to encourage the participation of disadvantaged businesses in the construction activities funded by the Clean Water and Drinking Water SRF's. "DBE" is an all-inclusive term that includes Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Small Business Enterprises (SBE), Small Business in Rural Areas (SBRA), HUBZone Small Business, Labor Surplus Area Firms (LSAF), and other entities defined as socially and/or economically disadvantaged. While the WPCLF and WSRLA strongly encourage participation by all disadvantaged groups, specific participation goals are negotiated with USEPA only for Minority Business Enterprises and Women's Business Enterprises.

Goals

As a condition of receiving capitalization grants from U.S. EPA for the Water Pollution Control Loan Fund (WPCLF) and the Water Supply Revolving Loan Account (WSRLA), the Ohio EPA negotiates "fair share" Disadvantaged Business Enterprises (DBE) objectives with U.S. EPA. **The current negotiated goal for construction related activities is 5.4% (the total goal is based on 3.1% of MBEs and 2.3% of WBEs participation).**

DBE Certification

Under the DBE program, qualified DBE's are those that have been certified as an MBE or WBE. Certifications can be obtained from a federal agency such as the Small Business Administration or the Department of Transportation or by an approved State agency. The Unified Certification Program (UCP) administered by the Ohio Department of Transportation (ODOT) can provide the necessary DBE certifications. Information on the UCP can be found at www.ohioucp.org as well as the ODOT website <https://www.transportation.ohio.gov/programs/business-economic-opportunity/dbe>. The Department of Development operates the Encouraging Diversity Growth and Equity Program (EDGE), the other state approved DBE certification program. Information on EDGE can be found at <https://development.ohio.gov/business/minority-business/business-certifications/encouraging-diversity-growth-and-equity-program>.

DBE Qualifications

To qualify for MBE certification, businesses must be 51 percent owned and controlled by a U.S. citizen and Ohio resident belonging to an African American, Native American, Hispanic, or Asian American ethnic group. In addition, the business must be in operation for at least one year prior to submitting an application. For DBE status, a business must be at least 51 percent owned by a socially and economically disadvantaged person who participates in the daily operations of the business. This person must be a woman or of African-American, Hispanic, Native American, Asian American ethnicity.

Program Requirements

To comply with DBE program requirements the WPCLF/WSRLA loan recipient must do the following:

1. Create and maintain a bidder's list (see description below)

2. Include contract conditions applicable to the DBE program in all procurement contracts entered into by the Borrower for all WPCLF and WSRLA projects. These conditions are listed below.
3. Follow, document, and maintain documentation of good faith efforts on the part of prime contractors to ensure that Disadvantaged Business Enterprises (DBEs) have the opportunity to participate in the project.
4. Review the Form 6100-3 and 6100-4 submittals provided by bidders on the project for completeness and obtain any additional information necessary to verify the certification status of all proposed subcontractors.
5. Obtain documentation of the good faith efforts of the prime contractor if the prime contractor does not meet the MBE or WBE goal.
6. Obtain a written confirmation from any prime contractor states that they will not meet the MBE and WBE goals because they will not be entering into any agreements for goods or services with any company, firm, joint venture, or individual.
7. Submit the following to the Ohio EPA/DEFA as part of the bid package upon which the WPCLF/WSRLA loan amount is determined:
 - Form 6100-3 from each subcontractor
 - Form 6100-4 from each prime contractor
 - a copy of the Good Faith Efforts documentation from any prime contractors that will not meet the MBE and WBE goals,
 - if any of the prime contractors will not meet the MBE and WBE goals because they will not be entering into any agreements for goods or services with any company, firm, joint venture, or individual, a copy of the written confirmation from that prime contractor
8. Report MBE/WBE accomplishments on Form 5700-52A annually (within 15 days after October 1st).

NOTE: It is up to the WPCLF/WSRLA loan recipient whether or not to require completion and submission of Forms 6100-3 and 6100-4 from all bidders with the bid proposal or to accept completion and submission from the successful bidder(s) only at some time after bids are received. Regardless of whether the forms are completed and submitted with the bids or at some later time once the successful bidders are identified, completed forms are to be submitted to Ohio EPA with the bid package.

To comply with DBE program requirements all prime contractors must do the following:

1. Follow, document, and maintain documentation of their good faith efforts.
2. Complete and submit **Form 6100-4 DBE Subcontractor Utilization Summary** as part of the bid proposal package to the loan recipient.
3. Have its Disadvantaged Business Enterprise subcontractors complete **Form 6100-3 DBE Subcontractor Proposed Performance Form** and submit those as part of the bid proposal package to the loan recipient.
4. Provide **Form 6100-2 DBE Subcontractor Actual Participation Form** to all of its Disadvantaged Business Enterprise subcontractors for completion at the end of the work.
5. During construction, provide the data necessary so that the loan recipient can report MBE/WBE accomplishments on Form 5700-52A annually (within 15 days after October 1st).

Bidders List

The Borrower must create, maintain, and use a bidders list for purposes of soliciting both MBE/WBEs and non-MBE/WBEs during procurement of construction, equipment, supplies, and services. This list shall include:

1. Entity's name with point of contact;
2. Entity's mailing address, telephone number, and e-mail address;
3. The procurement on which the entity bid or quoted, and when; and
4. Entity's status as an MBE/WBE or non-MBE/WBE.

Borrowers that receive less than \$250,000 or less in any one fiscal year can be exempt from maintaining a Bidders List.

The Bidders List shall be maintained until the project period has expired and the Borrower is no longer receiving EPA funding. The Bidders List must include all firms that bid on the prime contracts, or bid or gave a quote on subcontracts, including both MBE/WBEs and non-MBE/WBEs.

Required Contract Conditions

The DBE Specification language and instructions to the bidders and Forms 6100-2, 6100-3 and 6100-4 must be included in the contract documents and referenced in the Instructions to Bidders, informing bidders that the forms must be completed and submitted with their bid for all WPCLF and WSRLA projects:

1. The prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the owner.
2. The prime contractor must notify the owner in writing prior to the termination of any Disadvantage Business Enterprise subcontractor for convenience by the prime contractor.
3. If a Disadvantage Business Enterprise contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six Good Faith Efforts (listed below) if soliciting a replacement contractor.
4. The prime contractor must employ the six Good Faith Efforts even if the prime contractor has achieved its fair share objectives.
5. An owner must ensure that each procurement contract it awards contains the following terms and conditions:

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Good Faith Efforts

Borrowers and their prime contractors must follow, document, and maintain documentation of their good faith efforts as listed below to ensure that Disadvantaged Business Enterprises (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could be subcontracted with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in numbers 1 through 5 above.

DBE Forms

Form 6100-3 – Each prime contractor must have its DBE subcontractors complete **Form 6100-3 DBE Subcontractor Proposed Performance Form**. This form gives the DBE subcontractor the opportunity to report the scope and cost of the subcontract and it should be forwarded to the Prime Contractor along with the DBE's quote. Each subcontractor completes one Form 6100-3. The Borrower must submit all Form 6100-3 forms to the Ohio EPA/DEFA as part of the bid package upon which the WPCLF/WSRLA loan amount is determined.

Form 6100-4 – Each prime contractor must complete and submit **Form 6100-4 DBE Subcontractor Utilization Summary** as part of the prime contractor's bid proposal package to the Borrower. This form summarizes the Prime Contractor's intended use of identified DBE(s) and the estimated dollar amount of each subcontract. Only one Form 6100-4 form is required from each Prime Contractor. The Borrower must submit this form to the Ohio EPA/DEFA as part of the bid package upon which the WPCLF/WSRLA loan amount is determined.

Form 6100-2 - The prime contractor must provide **Form 6100-2 DBE Subcontractor Actual Participation Form** to all of its Disadvantaged Business Enterprise subcontractors.

This form gives the DBE subcontractor the opportunity to describe the work the DBE received from the Prime Contractor, how much the DBE was paid and any other concerns the DBE might have. Disadvantaged Business Enterprise subcontractors must send completed Form 6100-2 directly to the Region 5 DBE Coordinator after the work by the subcontractor is done and is NOT submitted with the bid package to Ohio EPA.

Region 5 MBE/WBE Coordinator
USEPA, Acquisition and Assistance Branch
77 West Jackson Boulevard (MC-10J)
Chicago, IL 60604

Reporting During Construction – Form 5700-52A

The purpose of MBE/WBE reporting is to monitor the grant recipient's accomplishments in utilizing MBEs and WBEs; and adherence to the good faith efforts (i.e., outreach to MBEs, WBEs, and other DBEs); and progress in achieving MBE and WBE Goals. During the progress of the construction project, the loan recipient must complete & submit Form 5700-52A annually (**within 15 days after October 1st**). If there were no MBEs or WBEs utilized, or no procurement expenditures of any kind were made during the reporting period, a "negative report" is still required.

Reports are to be sent to:

Florel Fraser, Ohio EPA – DEFA
P.O. Box 1049
Columbus, OH 43216-1049
E-mail address: Florel.Fraser@epa.ohio.gov
Phone: (614) 644-3636

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: <input type="radio"/> ODOT <input type="radio"/> DAS/EDGE <input type="radio"/> Other: _____		Meets/ exceeds EPA certification standards? <input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> Unknown

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 I.

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	___YES___	___NO___	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt.	Currently DBE Certified?

Continue on back if needed

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 I.

Prime Contractor Signature	Print Name
Title	Date

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form**

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g, in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies	Amount Received by Prime Contractor

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**CONTRACTOR
CERTIFICATE OF COMPLIANCE WITH FEDERAL
LABOR STANDARDS PROVISIONS**

I, the undersigned _____, the duly authorized representative of _____ hereinafter referred to as the contractor, do hereby certify that I have examined the Federal Labor Standards Provisions (HUD-4010) with related certificates and documents, and all of the conditions surrounding these provisions including, but not limited to the following:

1. The contractor is responsible for employing only eligible subcontractors who have certified eligibility in written contracts containing Federal Labor Standards Provisions.
2. The contractor is responsible for the payment of federal prevailing wage rates by its subcontractors while performing work under this contract. If the subcontractor fails to pay the prevailing wages as specified in this contract, the prime contractor may be required to make appropriate restitution to the underpaid workers.
3. The contractor is responsible for collecting weekly certified payrolls from its subcontractor, reviewing said payrolls for compliance with the federal wage rates, and forwards same to the local government contract authority.
4. The contractor also understands that only those classifications listed in the original bid documents are applicable to this job, and no special classifications may be incorporated after contract award.

The Prime Contractor hereby agrees to perform all of its responsibilities in conformance with the Federal labor Standards Provisions both diligently and affectively.

Signature

Type name and Title

Date



NON-MEMBER ACKNOWLEDGMENT

Ohio Public Employees Retirement System
277 East Town Street, Columbus, Ohio 43215-4642

Employer Services: 1-888-400-0965
www.opers.org

This form is to be completed if you are an individual who begins providing personal services to a public employer on or after Jan. 7, 2013 but are not considered by the public employer to be a public employee (e.g., you are an independent contractor) and will not have contributions made to OPERS.

Employer: Please complete Step 2. The form must be completed and returned to the retirement system no later than 30 days after the individual begins providing personal services to the public employer. You may fax the completed form to 614-857-1152 or email to employeroutreach@opers.org.

If the individual providing this service is receiving a benefit from OPERS, you must submit the Notice of Re-employment or Contract Services of an OPERS Benefit Recipient, form SR-6, in addition to the Non-Member Acknowledgement, form PEDACKN, for the service listed below. Failure to submit the SR-6 form timely may result in an overpayment of pension billed to the employer.

STEP 1: Personal Information

First Name

MI

Last Name

[Grid for name input]

Date of Birth:

Month

Day

Year

[Grid for date of birth input]

STEP 2: Public Employer Information (To be completed by the Public Employer)

Name of Public Employer for which individual is providing personal services

[Grid for employer name input]

Employer Contact

First Name

MI

Last Name

[Grid for employer contact name input]

Employer Code

Employer Contact Phone Number

[Grid for employer code and phone number input]

Service Provided to Public Employer

[Grid for service provided input]

Start Date of Service

End Date of Service

Month

Day

Year

Month

Day

Year

[Grid for start and end date of service input]

STEP 3: Acknowledgment

The public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee. Ohio law requires that you acknowledge in writing that you have been informed that the public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee for the services described in Step 2 and that you have been advised that contributions to OPERS will not be made on your behalf for these services.

If you disagree with the public employer's classification, you may contact OPERS to request a determination as to whether you are a public employee eligible for OPERS contributions for this service. Ohio law provides that a request for a determination must be made within five years after you begin providing personal services to the public employer, unless you are able to demonstrate through medical records to the Board's satisfaction that at the time the five-year period ended, you were physically or mentally incapacitated and unable to request a determination.

By signing this form, you are acknowledging that the public employer for whom you are providing personal services has informed you that you have been classified as an independent contractor or another classification other than a public employee and that no contributions will be remitted to OPERS for the personal services you provide to the public employer. This acknowledgment will remain valid as long as you continue to provide the same services to the same employer with no break in service regardless of whether the initial contract period is extended by any additional agreement of the parties. You also acknowledge that you understand you have the right to request a determination of your eligibility for OPERS membership if you disagree with the public employer's classification. **A copy of this form must be sent to OPERS.**

Signature _____ Today's Date ____/____/____
Do not print or type name

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2	Business name/disregarded entity name, if different from above.		
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>		
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	6	City, state, and ZIP code		
	7	List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
				-					
or									
Employer identification number									

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

DISPUTE RESOLUTION AND ADMINISTRATIVE CLAIM PROCESS

VILLAGE OF MONTPELIER DISPUTE RESOLUTION AND ADMINISTRATIVE CLAIM PROCESS

The Village of Montpelier Dispute Resolution and Claim Process is premised on the partnering approach to construction administration and must be adhered to by the Contractor in order to resolve disputes on the project and in order to seek additional compensation or contract time from the Village of Montpelier in the form of an Administrative Claim.

Disputes and Claims

Disputes include disagreements, matters in question, and difference of opinion between the Village of Montpelier's personnel and the Contractor. Claims are disputes that are not settled through Steps 1 and 2 of the Dispute Resolution and Administrative Claim Process and for which the Contractor has documented costs or time incurred as a result of such disputes.

Disputes and claims by subcontractors and suppliers may be pursued by the Contractor on behalf of subcontractors or suppliers. Disputes and claims of subcontractors and suppliers against the Contractor will not be reviewed by the Village of Montpelier. Disputes and claims by subcontractors and suppliers against the Village of Montpelier but not supported by the Contractor will not be reviewed by the Village of Montpelier.

Disputes and claims subject to review by the Village of Montpelier include:

1. Interpretation of specifications, standard drawings, plans, proposal, working drawings, change orders authorized by the Village of Montpelier Council and orders by the Village of Montpelier personnel having authority over the project.
2. Differing site conditions as defined in CMS 104.02.B.
3. Cost and time incurred by:
 - a. Suspension of the work pursuant to CMS 104.02.C
 - b. Significant changes in character of the work pursuant to CMS 104.02.D
 - c. Utility interference with the work pursuant to CMS 105.07 and Utility notes.
 - d. Extra work ordered pursuant to CMS 104.02.F and Item 01028 Change Orders.
 - e. Acts or inaction of the Village of Montpelier.
4. Adequacy and constructability of the plan design.
5. Contract time extensions due to weather, shortages of labor, equipment, or materials, or other causes beyond the Contractor's control as defined in CMS 108.06 and Item 01028 Change Orders.

DISPUTE RESOLUTION AND ADMINISTRATIVE CLAIM PROCESS

6. Other subjects mutually agreed upon by the Village of Montpelier and the Contractor to be within the scope of the Dispute Resolution and Administrative Claim Process.

Process

The Contractor must exhaust the Village of Montpelier's Dispute Resolution and Administrative Claim Process prior to seeking additional compensation or contract time by filing an action in a Williams County Court. The following procedures do not compromise the Contractor's right to seek relief in any appropriate Court in Williams County.

All parties in the dispute must adhere to the Dispute Resolution and Administrative Claim process. The Village of Montpelier personnel involved in second step reviews will not consider a dispute until the previous step has properly reviewed the dispute and issued a decision. The Contractor's personnel shall not contact the Village of Montpelier's personnel involved in a second step review until a decision has been issued by the previous step.

Failure to meet any of the time frames outlined below or to request an extension may terminate further review of the dispute and may serve as a waiver of the Contractor's right to file a claim.

Continuation of Work.

The Contractor shall continue with all Work, including that which is in dispute. The Owner will continue to pay for Work.

Step 1 (On Site Determination).

The Field Engineer shall meet with the Contractor's superintendent within two (2) working days of receipt of the Contractor Written Early Notice set forth in CMS 104.02.G. They shall review all pertinent information and contract provisions and negotiate in an effort to reach a resolution according to the Contract Documents. The Field Engineer or Project manager will issue a written decision of Step 1 within fourteen (14) calendar days of the meeting. If the dispute is not resolved, the Contractor must either abandon or escalate the dispute to Step 2.

Step 2 (District Dispute Resolution Committee).

Within seven (7) calendar days of receipt of the Step 1 decision, the Contractor must submit a written request for a Step 2 meeting to the Field Engineer. The Field Engineer will assign the dispute a dispute number. The dispute number will consist of the Owner's project number, followed by a hyphen and then the number of disputes on this project that this dispute represents. Within fourteen (14) calendar days of receipt of the request for a Step 2 meeting, the Contractor shall submit the Dispute Documentation as follows:

1. The Contractor shall submit three (3) complete copies of the documentation of the dispute to the Village of Montpelier Engineer.

DISPUTE RESOLUTION AND ADMINISTRATIVE CLAIM PROCESS

2. The Dispute Documentation shall be identified on a cover page by county, project number, Contractor name, subcontractor or supplier if involved in the dispute, and dispute number.
3. The Dispute Documentation shall be an original document that clearly and in detail gives the required information for each item of additional compensation and time extension requested.
4. A narrative of the disputed work or project circumstance at issue. This section must include the dates of the disputed work and the date of early notice.
5. References to the applicable provisions of the plans, specifications, proposal, or other contract documents. Copies of the cited provisions shall be included in the Dispute Documentation.
6. The dollar amount of additional compensation and length of contract time extension being requested.
7. The cost and supporting documents that served as the basis for the requested compensation stated in number six (6) above.
8. A detailed schedule analysis must be included in the Dispute Documentation for any dispute concerning additional contract time, actual or constructive acceleration, or delay damages. At a minimum, the schedule analysis must include the Schedule Update immediately preceding the occurrence of the circumstance alleged to have caused delay and must comply with accepted industry practices. Failure to submit the required schedule analysis will result in the denial of that portion of the Contractor's request.
9. Copies of relevant correspondence and other pertinent documents.

The Village of Montpelier shall establish a Dispute Resolution Committee (DRC) which shall be responsible for hearing and deciding disputes at the Step 2 level. The DRC shall consist of the Project Manager, the Village of Montpelier Engineer, or designees as determined by the Village of Montpelier Engineer. (Who may include a representative of Owner).

To prepare for the DRC meeting, the Engineer will create a file on the dispute and assign a person to review and manage the dispute. When submitting the Claim Documentation, the Contractor must certify the claim in writing. Such certification shall attest to the following:

1. The claim is made in good faith.
2. To the best of the Contractor's knowledge, all data offered to support the claim is accurate and complete.
3. The claim amount accurately reflects the Contractor's actual incurred costs and additional time impacts.

DISPUTE RESOLUTION AND ADMINISTRATIVE CLAIM PROCESS

4. The Claim certification shall also be notarized pursuant to the laws of the State of Ohio.

The following is an example of the correct form for a claim certification:
(The Contractor) certifies that this claim is made in good faith, that all supporting data is accurate and complete to the best of (the Contractor's) knowledge and belief, and that the claim amount accurately reflects the contract amendment for which (the Contractor) believes the Village of Montpelier is liable.

By: _____
(The Contractor, name and Title)

Date of Execution: _____

The DRC shall meet with the Contractor at the office of the Village of Montpelier Engineer and consider the dispute within fourteen (14) calendar days of receipt of the Contractor's Dispute Documentation. The DRC will issue a written decision of Step 2 within fourteen (14) calendar days of the meeting. The DRC may disagree with the entire claim, may agree in part to resolution of parts of the claim, or may agree with the claim in its entirety. In the event that the dispute is not resolved, the Contractor must either abandon the claim or unresolved part therein or escalate the dispute to Step 3.

Step 3 (Remedy Through the Courts).

In the event that there is no resolution to the dispute, the Contractor may continue the claim through proper legal proceedings in the appropriate Williams County Court.

CERTIFICATE OF RECEIPT OF SAFETY RULES FOR CONTRACTORS

Contractor's Name: _____
(Please Print)

Address: _____

(Please Print)

I/we further understand that these rules are to be strictly observed by all of our employees while they are on the premises of Montpelier, Ohio and that violation of these rules can be grounds for termination of our contract.

Signed: _____

Title: _____

Date: _____

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification;
- (d) Have not within a three year period preceding this application / proposal had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- (e) Will not utilize a subcontractor or supplier who is unable to certify (a) through (d) above.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Type Name & Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statements. My explanation is attached.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters
INSTRUCTIONS

Under Executive Order 12549 an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program or a subagreement thereunder for \$25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or subagreement participant thereunder must complete the attached certification provide an explanation why they cannot. For further details, see the regulation 40 CFR 32.510, Participants' responsibilities.

Go to www.epls.gov to access the Excluded Parties List System (EPLS). The EPLS includes information regarding entities debarred, suspended, proposed for debarment, excluded or disqualified under the nonprocurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits. This information may include names, addresses, DUNS numbers, Social Security Numbers, Employer Identification Numbers or other Taxpayer Identification Numbers, if available and deemed appropriate and permissible to publish by the agency taking the action.

Where To Submit

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification or explanation with its application to Ohio EPA.

A prospective prime contractor must submit a complete certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a complete certification or explanation to the prime contractor for the project.

Applicants may reproduce these materials as needed and provide them to their prospective prime contractor, who, in turn, may reproduce and provide them to prospective subcontractors.

Additional copies / assistance may be requested from:

Ohio EPA
Division of Environmental and Financial Assistance
P.O. Box 1049
Columbus, Ohio 43216-1049
(614) 644-2798
www.epa.state.oh.us/defa/

Requirement For Utilization Of Small Businesses In Rural Areas (SBRA)

This procurement is subject to the EPA policy of encouraging the participation of small businesses in rural areas. It is EPA policy that recipients of EPA financial assistance awards utilize the services of small businesses in rural areas (SBRAs), to the maximum extent practicable. The objective is to assure that such small business entities are afforded the maximum practicable opportunity to participate as subcontractors, suppliers and otherwise in EPA-awarded financial assistance programs. This policy applies to all contracts and subcontracts for supplies, construction, and services under EPA grants or cooperative agreements. Small purchases are also subject to this policy.

CONFLICT OF INTEREST

Interest of Local Public Officials

No member of the governing body of the locality and no other officer, employee, agent or public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the Contractor shall take appropriate steps to assure compliance.

Interest of Contractor & Employees

The Contractor covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

Records & Audits

The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City/County to assure proper accounting for all project funds. These records will be made available for audit purposes to the City/County or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the City/County.

Federal or State Officials Not to Benefit

No members of or delegate to the Congress of the United States of America, and no resident U.S. Commissioner, nor any officer or employee of the state of Ohio subject to Ohio Ethics Law (ORC.Sec. 102.03 (A)) will be admitted to any share or part hereof or to any benefit to arise herefrom.

SPECIAL CONDITIONS PERTAINING TO HAZARDS SAFETY STANDARDS & ACCIDENT PREVENTION

A. Lead-Based Paint Hazards

(Applicable to contracts for construction or rehabilitation of residential structures).

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint Regulations, 24 CFR Part 35. The Contractor and Subcontractors shall comply with the provisions for the elimination of lead-base paint hazards under sub-part B of said regulations and certifications required under Section 35.14 (f) thereof.

B. Use of Explosives

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state, and federal laws in purchasing and handling explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines, or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all owners of public utility property of intention to use explosives at least eight (8) hours before blasting is done, close to such property. Any supervision or direction of use of explosives by the Engineer does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

C. Danger Signals & Safety Devices

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of the work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

State of Ohio
 WATER POLLUTION CONTROL LOAN FUND (WPCLF) /
 WATER SUPPLY REVOLVING LOAN ACCOUNT (WSRLA)

CONTRACT CHANGE ORDER

RECIPIENT _____ CHANGE ORDER NBR _____

LOAN NUMBER _____ CONTRACT _____

OWDA PROJECT No. _____ DATE _____

Description of Change:

The time provided for completion in the contract for the above items is (increased/decreased) by ____ calendar days.

RECOMMENDED BY: _____ DATE: _____
 (Engineer)

APPROVED BY: _____ DATE: _____
 (Recipient)

ACCEPTED BY: _____ DATE: _____
 (Contractor)

 (Company)

Original Contract Amt	_____
Previous Changes (+ / --)	_____
This Change (+ / --)	_____
Adjusted Contract Amt	_____

OWDA APPROVAL
 The above proposal is hereby accepted and I recommend that it be approved and made a part of the contract noted above. The approval does not constitute an increase in the total loan amount, but represents approval for the work.

Ohio EPA Acceptance	Chief Engineer
Date	Date

CHANGE ORDER INSTRUCTIONS:

All Change Orders for this work, regardless of costs and whether Water Pollution Control Loan Fund (WPCLF) or Water Supply Revolving Loan Account (WSRLA) funding will be used to finance the changes, must be submitted to Ohio EPA for review.

Changes Requiring Prior Approval

Any change which substantially modifies the Project Facilities as specified in the Ohio EPA approved Facilities Plan and Final Permit to Install or Final Plan Approval (when applicable) or alters the direct or indirect impact of the Project Facilities upon the environment must be incorporated into a Change Order. One copy of the Change Order prior to execution is to be submitted to Ohio EPA for review and prior approval of the acceptability of the change. "Prior to execution" means before the Change Order is signed by the Owner.

Ohio EPA will review the Change Order and inform the Owner of the technical, environmental and operational acceptability of the change, and give the Owner permission to proceed with the proposed work.

All Other Changes

Change Orders not requiring prior approval as described above must be submitted to Ohio EPA within one (1) month of the time at which they are approved by the Owner. All change orders must be submitted electronically to dedicated change order email addresses for WPCLF and WSRLA projects.

Change Order Approval Process

After the Change Order is executed, one (1) copy of the Change Order, including the supporting documentation, is to be sent electronically to Ohio EPA for final review.

The dedicated e-mail address for the electronic submittal of WPCLF Change Orders is EPAWPCLFCO@epa.ohio.gov.

The dedicated e-mail address for the electronic submittal of WSRLA Change Orders is EPAWSRLACO@epa.ohio.gov.

After the Change Order is accepted and eligible costs determined, Ohio EPA will issue a letter informing the Owner and authorizing OWDA to disburse funds from Project Contingency for the work. The OEPA letter will be sent electronically along with a PDF of the WPCLF/WSRLA Change Order form which will be signed by all parties including Ohio EPA and OWDA.

Payments for Change Order Work

The Owner is precluded from submitting to the OWDA payment requests for Eligible Project Costs associated with the Change Orders until such time as the Ohio EPA's approval of the Change Orders has been obtained.

Contractor's Application for Payment No.

1

Application Period:	Application Date:
To (Owner):	From (Contractor):
Project:	Via (Engineer):
Owner's Contract No.:	Contractor's Project No.:
	Engineer's Project No.:

**Application For Payment
Change Order Summary**

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	\$ _____
Number	Additions	Deductions	2. Net change by Change Orders.....	\$ _____
			3. Current Contract Price (Line 1 ± 2).....	\$ _____
			4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....	\$ _____
			5. RETAINAGE:	
			a. 8% X _____ Work Completed.....	\$ _____
			b. 8% X _____ Stored Material.....	\$ _____
			c. Total Retainage (Line 5a + Line 5b).....	\$ _____
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ _____
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ _____
			8. AMOUNT DUE THIS APPLICATION.....	\$ _____
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....	\$ _____
TOTALS				
NET CHANGE BY CHANGE ORDERS				

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By: _____ Date: _____

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____
(Engineer) (Date)

Payment of: \$ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____
Village (Date)

Approved by: _____
Commissioners (Date)

Section 3 – Contractor Guide

1. Section 3 Worker Status Certification

- a. This form shall be submitted for each employee with the Contractor's first pay Application
- b. This form shall be submitted for each employee of any Subcontractor prior to them completing work on the project

2. Section 3 Business Self – Certification

- a. This form shall be submitted by the contractor

3. Contractor Workforce Section 3 Certification

- a. This form shall be submitted by the Contractor along with the Contractor's first Pay Application
- b. This form shall be submitted by any Subcontractor prior to them completing work on the project

4. Monthly Section 3 Utilization Report

- a. This form shall be submitted by the Contractor and Subcontractor with each Pay Application and Prevailing Wage Reports

**Ohio Department of Development
Office of Community Development**

Section 3 Worker Status Certification

An individual who works or seeks to work on a Section 3 project must certify his/her eligibility to be classified as a Section 3 Worker or Targeted Section 3 Worker, as defined in 24 CFR part 75. The status of a Section 3 Worker or Targeted Section 3 Worker shall not be negatively affected by a prior arrest or conviction.

Please select the applicable classification.

I am a worker who currently fits or when hired within the past five years fit one of the following categories, as documented:

Section 3 Worker

My income for the previous calendar year is below the income limit¹ established by HUD;

Targeted Section 3 Worker

I am a YouthBuild participant ²; or

Unclassified

None of the above.

By submitting this form, I certify that the information contained on this form is true and accurate and meets U.S. Department of Housing and Urban Development (HUD) Section 3 self-certification eligibility requirements in accordance with 24 CFR part 75.

Date: _____

Signature: _____

Name: _____

Address: _____

¹ HUD income limits are available at <https://www.huduser.gov/portal/datasets/il.html>.

² Individual may be required to provide evidence that he/she is a YouthBuild participant.

**Ohio Department of Development
Office of Community Development**

Section 3 Business Self-Certification

Business Name _____
Street Address _____
City _____
State _____
Zip Code _____

Business Phone Number _____
Business Website _____
Business Point of Contact _____
Business Email _____

Type of Business: (Check One): Corporation Partnership Sole Proprietorship Other

In accordance with 24 CFR 75, a business must meet at least one of the following criteria, documented within the last six-month period, to self-certify as a Section 3 business concern. Select all that apply:

The business is at least 51 percent owned and controlled by low- or very low-income persons¹;

Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers²; or

The business is at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.³

The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

By submitting this form, I certify that the information contained on this form is true and accurate and meets U.S. Department of Housing and Urban Development (HUD) Section 3 business self-certification eligibility requirements in accordance with 24 CFR Part 75.

Date: _____

Signature: _____

Name: _____

Title: _____

¹ HUD income limits are available at <https://www.huduser.gov/portal/datasets/il.html>. Business may be required to provide proof of ownership and a completed Section 3 Worker Status Certification form for each owner.

² Business may be required to provide full staff payrolls for the prior three-month period and completed Section 3 Worker Status Certification forms for all personnel.

³ Business may be required to provide proof of ownership and verification of residence in public housing or Section 8-assisted housing.

Instructions: Contractor Workforce Section 3 Certification

Contractors and subcontractors (Contractors) must submit the Contractor Workforce Section 3 Certification form to the Office of Community Development grantee with the first Monthly Section 3 Utilization Report to document worker Section 3 status. Contractors must attach a completed Section 3 Worker Status Certification form for each worker. Contractors must submit an additional Contractor Workforce Section 3 Certification form if additional workers are hired during the project. See Program Policy 21-04 for more information regarding Section 3 compliance.

¹ The Project Location should include the local jurisdiction (e.g. township, village, or city) and county.

² A Section 3 business concern is a business concern meeting at least one of the following criteria, documented within the last six-month period: 1) It is at least 51 percent owned and controlled by low- or very low-income persons; 2) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or 3) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing. Contractors must submit a Section 3 Business Self-Certification form to be considered a Section 3 business concern.

³ List classification descriptive of work performed by employee.

⁴ Section 3 status: Section 3 Worker, Targeted Section 3 Worker, or Unclassified, as documented by a Section 3 Worker Status Certification form. The status of a Section 3 worker or Targeted Section 3 worker shall not be negatively affected by a prior arrest or conviction.

A Section 3 worker is any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented: 1) The worker's income for the previous or annualized calendar year is below the income limit established by HUD; 2) The worker is employed by a Section 3 business concern; or 3) The worker is a YouthBuild participant.

A Targeted Section 3 worker is a Section 3 worker who is: 1) A worker employed by a Section 3 business concern; or 2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years: a) Living within the service area or the neighborhood of the project; or b) A YouthBuild participant.

An Unclassified worker is a worker who does not meet the criteria for either Section 3 worker or Targeted Section 3 worker.

⁵ Section 3 Classification Criteria. Select all that apply.

⁶ The worker's income for the previous or annualized calendar year is below the income limit established by HUD. Either 1) the worker self-certified on a Section 3 Worker Status Certification form that the worker's income for the previous calendar year is below the income limit established by HUD; or 2) the Contractor certifies that the worker's income from the Contractor is below the income limit when based on the Contractor's calculation of what the worker's wage rate would translate to if annualized on a full-time basis.

⁷ Section 3 Business Concern. The Contractor indicated on this form that it is a Section 3 Business Concern and provided a Section 3 Business Self-Certification form.

⁸ The worker self-certified on a Section 3 Worker Status Certification form that the worker is a YouthBuild participant.

⁹ Local Resident. The Contractor confirms that a Section 3 worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census.

¹⁰ Section 3 Business Concern. The Contractor indicated on this form that it is a Section 3 Business Concern and provided a Section 3 Business Self-Certification form.

¹¹ The worker self-certified on a Section 3 Worker Status Certification form that the worker is a YouthBuild participant.

¹² The Office of Community Development (OCD) grantee must enter the OCD grant number, project name, and activity name. The grantee must enter initials and date after performing a basic review (e.g., 1) form is complete; 2) selected Section 3 Classification Criteria accurately reflect indicated Section 3 Status; 3) Contractor submitted a Section 3 Worker Status Certification form for each worker; and 4) if applicable, Contractor submitted a Section 3 Business Self-Certification form). The grantee may request additional information or supporting documentation to clarify inaccuracies or omissions.

**Ohio Department of Development
Office of Community Development
Contractor Workforce Section 3 Certification**

Contractor Name: _____
 Contractor Address: _____

 Contractor Phone Number: _____

Project Name: _____
 Project Location¹: _____
 Contractor Type: Prime Contractor: ___ Subcontractor: ___
 Section 3 Business Concern²: Yes ___ No ___

Employee Name	Work Classification ³	Section 3 Status ⁴	Section 3 Classification Criteria ⁵						
			Section 3 Worker Criteria			Targeted Section 3 Worker Criteria ⁹			
			Income below HUD Limit ⁶	Section 3 Business Concern ⁷	Youth Build ⁸	Local Resident ⁹	Section 3 Business Concern ¹⁰	Youth Build ¹¹	

CONTRACTOR CERTIFICATION:

I hereby certify the accuracy of the data reported above.

Date: _____
 Signature: _____
 Name: _____
 Title: _____

FOR GRANT RECIPIENT USE ONLY¹²

Office of Community Development Grant Information
 Grant Number: _____
 Project: _____
 Activity: _____

Reviewed by: _____ Date: _____

Instructions: Monthly Section 3 Utilization Report

Contractors and subcontractors (Contractors) must submit the Monthly Section 3 Utilization Report form to the Office of Community Development grantee to report labor hours worked on Section 3 projects. See Program Policy 21-04 for more information regarding Section 3 compliance.

¹ The Reporting Period may not exceed four weeks.

² The Project Location should include the local jurisdiction (e.g. township, village, or city) and county.

³ A Section 3 business concern is a business concern meeting at least one of the following criteria, documented within the last six-month period: 1) It is at least 51 percent owned and controlled by low- or very low-income persons; 2) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or 3) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing. Contractors must submit a Section 3 Business Self-Certification form to be considered a Section 3 business concern.

⁴ List classification descriptive of work performed by employee.

⁵ Section 3 status: Section 3 Worker, Targeted Section 3 Worker, or Unclassified, as documented by a Section 3 Worker Status Certification form. The status of a Section 3 worker or Targeted Section 3 worker shall not be negatively affected by a prior arrest or conviction.

A Section 3 worker is any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented: 1) The worker's income for the previous or annualized calendar year is below the income limit established by HUD; 2) The worker is employed by a Section 3 business concern; or 3) The worker is a YouthBuild participant.

A Targeted Section 3 worker is a Section 3 worker who is: 1) A worker employed by a Section 3 business concern; or 2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years: a) Living within the service area or the neighborhood of the project; or b) A YouthBuild participant.

An Unclassified worker is a worker who does not meet the criteria for either Section 3 worker or Targeted Section 3 worker.

⁶ Total Labor Hours. Total labor hours worked on the Section 3 project during the reporting period.

⁷ Unclassified Labor Hours. Labor hours performed by an Unclassified worker.

⁸ Section 3 Labor Hours. Labor hours performed by a Section 3 worker. Note: Labor hours for Targeted Section 3 Workers must be entered as Section 3 Labor Hours and Targeted Section 3 Labor Hours.

⁹ Targeted Section 3 Labor Hours. Labor hours performed by a Targeted Section 3 worker. Note: Labor hours for Targeted Section 3 Workers must be entered as Section 3 Labor Hours and Targeted Section 3 Labor Hours.

¹⁰ Labor Hour Classification example:

<u>Employee Name</u>	<u>Work Classification</u> ⁴	<u>Section 3 Status</u> ⁵	<u>Total Labor Hours</u> ⁶	<u>Labor Hour Classification</u> ¹⁰		
				<u>Unclassified Labor Hours</u> ⁷	<u>Section 3 Labor Hours</u> ⁸	<u>Targeted Section 3 Labor Hours</u> ⁹
Employee A	Bricklayer	Unclassified	65	65		
Employee B	Tile Setter	Section 3 Worker	60		60	
Employee C	Roofer	Targeted Section 3 Worker	70		70	70
Total			195	65	130	70

¹¹ The Office of Community Development (OCD) grantee must enter the OCD grant number, project name, and activity name. The grantee must enter initials and date after performing a basic review (e.g., form is complete and Labor Hour Classifications accurately reflect indicated Section 3 Status). The grantee may request additional information or supporting documentation to clarify inaccuracies or omissions.

EMPLOYEE RIGHTS

EMPLOYEE POLYGRAPH PROTECTION ACT

The Employee Polygraph Protection Act prohibits most private employers from using lie detector tests either for pre-employment screening or during the course of employment.

PROHIBITIONS

Employers are generally prohibited from requiring or requesting any employee or job applicant to take a lie detector test, and from discharging, disciplining, or discriminating against an employee or prospective employee for refusing to take a test or for exercising other rights under the Act.

EXEMPTIONS

Federal, State and local governments are not affected by the law. Also, the law does not apply to tests given by the Federal Government to certain private individuals engaged in national security-related activities.

The Act permits polygraph (a kind of lie detector) tests to be administered in the private sector, subject to restrictions, to certain prospective employees of security service firms (armored car, alarm, and guard), and of pharmaceutical manufacturers, distributors and dispensers.

The Act also permits polygraph testing, subject to restrictions, of certain employees of private firms who are reasonably suspected of involvement in a workplace incident (theft, embezzlement, etc.) that resulted in economic loss to the employer.

The law does not preempt any provision of any State or local law or any collective bargaining agreement which is more restrictive with respect to lie detector tests.

EXAMINEE RIGHTS

Where polygraph tests are permitted, they are subject to numerous strict standards concerning the conduct and length of the test. Examinees have a number of specific rights, including the right to a written notice before testing, the right to refuse or discontinue a test, and the right not to have test results disclosed to unauthorized persons.

ENFORCEMENT

The Secretary of Labor may bring court actions to restrain violations and assess civil penalties against violators. Employees or job applicants may also bring their own court actions.

THE LAW REQUIRES EMPLOYERS TO DISPLAY THIS POSTER WHERE EMPLOYEES AND JOB APPLICANTS CAN READILY SEE IT.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd





Know Your Rights: Workplace Discrimination is Illegal

The U.S. Equal Employment Opportunity Commission (EEOC) enforces Federal laws that protect you from discrimination in employment. If you believe you've been discriminated against at work or in applying for a job, the EEOC may be able to help.

Who is Protected?

- Employees (current and former), including managers and temporary employees
- Job applicants
- Union members and applicants for membership in a union

What Types of Employment Discrimination are Illegal?

Under the EEOC's laws, an employer may not discriminate against you, regardless of your immigration status, on the bases of:

- Race
- Color
- Religion
- National origin
- Sex (including pregnancy, childbirth, and related medical conditions, sexual orientation, or gender identity)
- Age (40 and older)
- Disability
- Genetic information (including employer requests for, or purchase, use, or disclosure of genetic tests, genetic services, or family medical history)
- Retaliation for filing a charge, reasonably opposing discrimination, or participating in a discrimination lawsuit, investigation, or proceeding
- Interference, coercion, or threats related to exercising rights regarding disability discrimination or pregnancy accommodation

What Organizations are Covered?

- Most private employers
- State and local governments (as employers)
- Educational institutions (as employers)
- Unions
- Staffing agencies

What Employment Practices can be Challenged as Discriminatory?

All aspects of employment, including:

- Discharge, firing, or lay-off
- Harassment (including unwelcome verbal or physical conduct)
- Hiring or promotion
- Assignment
- Pay (unequal wages or compensation)
- Failure to provide reasonable accommodation for a disability; pregnancy, childbirth, or related medical condition; or a sincerely-held religious belief, observance or practice
- Benefits
- Job training
- Classification
- Referral
- Obtaining or disclosing genetic information of employees
- Requesting or disclosing medical information of employees
- Conduct that might reasonably discourage someone from opposing discrimination, filing a charge, or participating in an investigation or proceeding
- Conduct that coerces, intimidates, threatens, or interferes with someone exercising their rights, or someone assisting or encouraging someone else to exercise rights, regarding disability discrimination (including accommodation) or pregnancy accommodation

What can You Do if You Believe Discrimination has Occurred?

Contact the EEOC promptly if you suspect discrimination. Do not delay, because there are strict time limits for filing a charge of discrimination (180 or 300 days, depending on where you live/work). You can reach the EEOC in any of the following ways:

Submit an inquiry through the [EEOC's public portal](https://publicportal.eeoc.gov/Portal/Login.aspx) (<https://publicportal.eeoc.gov/Portal/Login.aspx>)

Call 1-800-669-4000 (toll free)
1-800-669-6820 (TTY)
1-844-234-5122 (ASL video phone)

Visit an [EEOC field office](http://www.eeoc.gov/field-office) (www.eeoc.gov/field-office)

E-Mail info@eeoc.gov

Additional information about the EEOC, including information about filing a charge of discrimination, is available at www.eeoc.gov.



EMPLOYERS HOLDING FEDERAL CONTRACTS OR SUBCONTRACTS

The Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) enforces the nondiscrimination and affirmative action commitments of companies doing business with the Federal Government. If you are applying for a job with, or are an employee of, a company with a Federal contract or subcontract, you are protected under Federal law from discrimination on the following bases:

Race, Color, Religion, Sex, Sexual Orientation, Gender Identity, National Origin

Executive Order 11246, as amended, prohibits employment discrimination by Federal contractors based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

Asking About, Disclosing, or Discussing Pay

Executive Order 11246, as amended, protects applicants and employees of Federal contractors from discrimination based on inquiring about, disclosing, or discussing their compensation or the compensation of other applicants or employees.

Disability

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals with disabilities from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment by Federal contractors. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship to the employer. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

Protected Veteran Status

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits employment discrimination against, and requires affirmative action to recruit, employ, and advance in employment, disabled veterans, recently separated veterans (i.e., within three years of discharge or release from active duty), active duty wartime or campaign badge veterans, or Armed Forces service medal veterans.

Retaliation

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination by Federal contractors under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under OFCCP's authorities should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP)
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, D.C. 20210
1-800-397-6251 (toll-free)

If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services. OFCCP may also be contacted by submitting a question online to [OFCCP's Help Desk](https://ofccphelpdesk.dol.gov/s/) (<https://ofccphelpdesk.dol.gov/s/>), or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor and on [OFCCP's "Contact Us"](https://www.dol.gov/agencies/ofccp/contact) webpage (<https://www.dol.gov/agencies/ofccp/contact>).

PROGRAMS OR ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE

Race, Color, National Origin, Sex

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

Individuals with Disabilities

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.



YOUR RIGHTS UNDER USERRA THE UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT

USERRA protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System. USERRA also prohibits employers from discriminating against past and present members of the uniformed services, and applicants to the uniformed services.

REEMPLOYMENT RIGHTS

You have the right to be reemployed in your civilian job if you leave that job to perform service in the uniformed service and:

- ☆ you ensure that your employer receives advance written or verbal notice of your service;
- ☆ you have five years or less of cumulative service in the uniformed services while with that particular employer;
- ☆ you return to work or apply for reemployment in a timely manner after conclusion of service; and
- ☆ you have not been separated from service with a disqualifying discharge or under other than honorable conditions.

If you are eligible to be reemployed, you must be restored to the job and benefits you would have attained if you had not been absent due to military service or, in some cases, a comparable job.

RIGHT TO BE FREE FROM DISCRIMINATION AND RETALIATION

If you:

- ☆ are a past or present member of the uniformed service;
- ☆ have applied for membership in the uniformed service; or
- ☆ are obligated to serve in the uniformed service;

then an employer may not deny you:

- ☆ initial employment;
- ☆ reemployment;
- ☆ retention in employment;
- ☆ promotion; or
- ☆ any benefit of employment

because of this status.

In addition, an employer may not retaliate against anyone assisting in the enforcement of USERRA rights, including testifying or making a statement in connection with a proceeding under USERRA, even if that person has no service connection.

HEALTH INSURANCE PROTECTION

- ☆ If you leave your job to perform military service, you have the right to elect to continue your existing employer-based health plan coverage for you and your dependents for up to 24 months while in the military.
- ☆ Even if you don't elect to continue coverage during your military service, you have the right to be reinstated in your employer's health plan when you are reemployed, generally without any waiting periods or exclusions (e.g., pre-existing condition exclusions) except for service-connected illnesses or injuries.

ENFORCEMENT

- ☆ The U.S. Department of Labor, Veterans Employment and Training Service (VETS) is authorized to investigate and resolve complaints of USERRA violations.
- ☆ For assistance in filing a complaint, or for any other information on USERRA, contact VETS at **1-866-4-USA-DOL** or visit its **website at <http://www.dol.gov/vets>**. An interactive online USERRA Advisor can be viewed at **<http://www.dol.gov/elaws/userra.htm>**.
- ☆ If you file a complaint with VETS and VETS is unable to resolve it, you may request that your case be referred to the Department of Justice or the Office of Special Counsel, as applicable, for representation.
- ☆ You may also bypass the VETS process and bring a civil action against an employer for violations of USERRA.

The rights listed here may vary depending on the circumstances. The text of this notice was prepared by VETS, and may be viewed on the internet at this address: <http://www.dol.gov/vets/programs/userra/poster.htm>. Federal law requires employers to notify employees of their rights under USERRA, and employers may meet this requirement by displaying the text of this notice where they customarily place notices for employees.



U.S. Department of Labor
1-866-487-2365

U.S. Department of Justice Office of Special Counsel

1-800-336-4590

Publication Date—October 2008

WORKER RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS WORKING ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

The law requires employers to display this poster where employees can readily see it.

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

RETALIATION

The law prohibits discharging or otherwise retaliating against workers for filing a complaint, cooperating in an investigation, or testifying in a proceeding under the Davis-Bacon and Related Acts.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



WORKER RIGHTS UNDER EXECUTIVE ORDER 13706

PAID SICK LEAVE FOR FEDERAL CONTRACTORS

ONE HOUR OF PAID SICK LEAVE FOR EVERY 30 HOURS WORKED, UP TO 56 HOURS EACH YEAR

PAID SICK LEAVE

Executive Order 13706, Establishing Paid Sick Leave for Federal Contractors, requires certain employers that contract with the Federal Government to provide employees working on or in connection with those contracts with 1 hour of paid sick leave for every 30 hours they work—up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury, or other health-related needs, including preventive care; to assist a family member who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member who is the victim of, domestic violence, sexual assault, or stalking.

Employers are required to inform employees of their paid sick leave balances and must approve all valid requests to use paid sick leave. Rules about when and how employees should ask to use paid sick leave also apply. More information about the paid sick leave requirements is available at www.dol.gov/whd/govcontracts/eo13706

ENFORCEMENT

The Wage and Hour Division (WHD), which is responsible for making sure employers comply with Executive Order 13706, has offices across the country. WHD can answer questions, in person or by telephone, about your workplace rights and protections. WHD can investigate employers and recover wages to which workers may be entitled. All services are free and confidential. If you are unable to file a complaint in English, WHD will accept the complaint in any language.

The law prohibits discriminating against or discharging workers who file a complaint or participate in any proceeding under the Executive Order.

ADDITIONAL INFORMATION

Executive Order 13706 applies to new contracts and replacements for expiring contracts with the Federal Government starting January 1, 2017. It applies to federal contracts for construction and many types of federal contracts for services.

Some state and local laws also require that employees be provided with paid sick leave. Employers must comply with all applicable requirements.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR www.dol.gov/whd/govcontracts

1-866-487-9243

TTY: 1-877-889-5627





U.S. Department of Labor



Job Safety and Health IT'S THE LAW!

All workers have the right to:

- A safe workplace.
- Raise a safety or health concern with your employer or OSHA, or report a work-related injury or illness, without being retaliated against.
- Receive information and training on job hazards, including all hazardous substances in your workplace.
- Request an OSHA inspection of your workplace if you believe there are unsafe or unhealthy conditions. OSHA will keep your name confidential. You have the right to have a representative contact OSHA on your behalf.
- Participate (or have your representative participate) in an OSHA inspection and speak in private to the inspector.
- File a complaint with OSHA within 30 days (by phone, online or by mail) if you have been retaliated against for using your rights.
- See any OSHA citations issued to your employer.
- Request copies of your medical records, tests that measure hazards in the workplace, and the workplace injury and illness log.

This poster is available free from OSHA.

Contact OSHA. We can help.

Employers must:

- Provide employees a workplace free from recognized hazards. It is illegal to retaliate against an employee for using any of their rights under the law, including raising a health and safety concern with you or with OSHA, or reporting a work-related injury or illness.
- Comply with all applicable OSHA standards.
- Report to OSHA all work-related fatalities within 8 hours, and all inpatient hospitalizations, amputations and losses of an eye within 24 hours.
- Provide required training to all workers in a language and vocabulary they can understand.
- Prominently display this poster in the workplace.
- Post OSHA citations at or near the place of the alleged violations.

FREE ASSISTANCE to identify and correct hazards is available to small and medium-sized employers, without citation or penalty, through OSHA-supported consultation programs in every state.



EMPLOYEE RIGHTS

UNDER THE FAIR LABOR STANDARDS ACT

FEDERAL MINIMUM WAGE

\$7.25

 PER HOUR

BEGINNING JULY 24, 2009

The law requires employers to display this poster where employees can readily see it.

OVERTIME PAY At least 1½ times the regular rate of pay for all hours worked over 40 in a workweek.

CHILD LABOR An employee must be at least 16 years old to work in most non-farm jobs and at least 18 to work in non-farm jobs declared hazardous by the Secretary of Labor. Youths 14 and 15 years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs with certain work hours restrictions. Different rules apply in agricultural employment.

TIP CREDIT Employers of “tipped employees” who meet certain conditions may claim a partial wage credit based on tips received by their employees. Employers must pay tipped employees a cash wage of at least \$2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee’s tips combined with the employer’s cash wage of at least \$2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference.

PUMP AT WORK The FLSA requires employers to provide reasonable break time for a nursing employee to express breast milk for their nursing child for one year after the child’s birth each time the employee needs to express breast milk. Employers must provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by the employee to express breast milk.

ENFORCEMENT The Department has authority to recover back wages and an equal amount in liquidated damages in instances of minimum wage, overtime, and other violations. The Department may litigate and/or recommend criminal prosecution. Employers may be assessed civil money penalties for each willful or repeated violation of the minimum wage or overtime pay provisions of the law. Civil money penalties may also be assessed for violations of the FLSA’s child labor provisions. Heightened civil money penalties may be assessed for each child labor violation that results in the death or serious injury of any minor employee, and such assessments may be doubled when the violations are determined to be willful or repeated. The law also prohibits retaliating against or discharging workers who file a complaint or participate in any proceeding under the FLSA.

ADDITIONAL INFORMATION

- Certain occupations and establishments are exempt from the minimum wage, and/or overtime pay provisions. Certain narrow exemptions also apply to the pump at work requirements.
- Special provisions apply to workers in American Samoa, the Commonwealth of the Northern Mariana Islands, and the Commonwealth of Puerto Rico.
- Some state laws provide greater employee protections; employers must comply with both.
- Some employers incorrectly classify workers as “independent contractors” when they are actually employees under the FLSA. It is important to know the difference between the two because employees (unless exempt) are entitled to the FLSA’s minimum wage and overtime pay protections and correctly classified independent contractors are not.
- Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
www.dol.gov/agencies/whd



Your Employee Rights Under the Family and Medical Leave Act

What is FMLA leave?

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with **job-protected leave** for qualifying family and medical reasons. The U.S. Department of Labor's Wage and Hour Division (WHD) enforces the FMLA for most employees.

Eligible employees can take **up to 12 workweeks** of FMLA leave in a 12-month period for:

- The birth, adoption or foster placement of a child with you,
- Your serious mental or physical health condition that makes you unable to work,
- To care for your spouse, child or parent with a serious mental or physical health condition, and
- Certain qualifying reasons related to the foreign deployment of your spouse, child or parent who is a military servicemember.

An eligible employee who is the spouse, child, parent or next of kin of a covered servicemember with a serious injury or illness **may take up to 26 workweeks** of FMLA leave in a single 12-month period to care for the servicemember.

You have the right to use FMLA leave in **one block of time**. When it is medically necessary or otherwise permitted, you may take FMLA leave **intermittently in separate blocks of time, or on a reduced schedule** by working less hours each day or week. Read Fact Sheet #28M(c) for more information.

FMLA leave is **not paid leave**, but you may choose, or be required by your employer, to use any employer-provided paid leave if your employer's paid leave policy covers the reason for which you need FMLA leave.

Am I eligible to take FMLA leave?

You are an **eligible employee** if **all** of the following apply:

- You work for a covered employer,
- You have worked for your employer at least 12 months,
- You have at least 1,250 hours of service for your employer during the 12 months before your leave, and
- Your employer has at least 50 employees within 75 miles of your work location.

Airline flight crew employees have different "hours of service" requirements.

You work for a **covered employer** if **one** of the following applies:

- You work for a private employer that had at least 50 employees during at least 20 workweeks in the current or previous calendar year,
- You work for an elementary or public or private secondary school, or
- You work for a public agency, such as a local, state or federal government agency. Most federal employees are covered by Title II of the FMLA, administered by the Office of Personnel Management.

How do I request FMLA leave?

Generally, to **request FMLA leave you must**:

- Follow your employer's normal policies for requesting leave,
- Give notice at least 30 days before your need for FMLA leave, or
- If advance notice is not possible, give notice as soon as possible.

You **do not have to share a medical diagnosis** but must provide enough information to your employer so they can determine whether the leave qualifies for FMLA protection. You **must also inform your employer if FMLA leave was previously taken** or approved for the same reason when requesting additional leave.

Your **employer may request certification** from a health care provider to verify medical leave and may request certification of a qualifying exigency.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress.

What does my employer need to do?

If you are eligible for FMLA leave, your **employer must**:

- Allow you to take job-protected time off work for a qualifying reason,
- Continue your group health plan coverage while you are on leave on the same basis as if you had not taken leave, and
- Allow you to return to the same job, or a virtually identical job with the same pay, benefits and other working conditions, including shift and location, at the end of your leave.

Your **employer cannot interfere with your FMLA rights** or threaten or punish you for exercising your rights under the law. For example, your employer cannot retaliate against you for requesting FMLA leave or cooperating with a WHD investigation.

After becoming aware that your need for leave is for a reason that may qualify under the FMLA, your **employer must confirm whether you are eligible** or not eligible for FMLA leave. If your employer determines that you are eligible, your **employer must notify you in writing**:

- About your FMLA rights and responsibilities, and
- How much of your requested leave, if any, will be FMLA-protected leave.

Where can I find more information?

Call **1-866-487-9243** or visit **dol.gov/fmla** to learn more.

If you believe your rights under the FMLA have been violated, you may file a complaint with WHD or file a private lawsuit against your employer in court. **Scan the QR code to learn about our WHD complaint process.**



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR



"General Decision Number: OH20260001 01/02/2026

Superseded General Decision Number: OH20250001

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

Modification Number	Publication Date
0	01/02/2026

BROH0001-001 06/01/2024

DEFIANCE, FULTON (Excluding Fulton, Amboy & Swan Creek Townships), HENRY (Excluding Monroe, Bartlow, Liberty, Washington, Richfield, Marion, Damascus & Townships & that part of Harrison Township outside corporate limits of city of Napoleon), PAULDING, PUTNAM and WILLIAMS COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0001-004 06/01/2023		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.40	19.30

BROH0003-002 06/01/2024		

FULTON (Townships of Amboy, Swan Creek & Fulton), HENRY (Townships of Washington, Damascus, Richfield, Bartlow, Liberty, Harrison, Monroe, & Marion), LUCAS and WOOD (Townships of Perrysburg, Ross, Lake, Troy, Freedom, Montgomery, Webster, Center, Portage, Middleton, Plain, Liberty, Henry, Washington, Weston, Milton, Jackson & Grand Rapids) COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0005-003 06/01/2020		

CUYAHOGA, LORAIN & MEDINA (Hinckley, Granger, Brunswick, Liverpool, Montville, York, Homer, Harrisville, Chatham, Litchfield & Spencer Townships and the city of Medina)

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS; CAULKERS;		
CLEANERS; POINTERS; &		
STONEMASONS.....	\$ 36.64	17.13
SANDBLASTERS.....	\$ 36.39	17.13
SEWER BRICKLAYERS & STACK		
BUILDERS.....	\$ 36.64	17.13

SWING SCAFFOLDS.....\$ 37.14 17.13

BROH0006-005 06/01/2024

CARROLL, COLUMBIANA (Knox, Butler, West & Hanover Townships),
STARK & TUSCARAWAS

Rates Fringes

Bricklayer, Stonemason.....\$ 33.39 20.06

BROH0007-002 06/01/2024

LAWRENCE

Rates Fringes

Bricklayer, Stonemason.....\$ 33.39 20.06

BROH0007-005 06/01/2023

PORTAGE & SUMMIT

Rates Fringes

BRICKLAYER.....\$ 32.40 19.30

BROH0007-010 06/01/2024

PORTAGE & SUMMIT

Rates Fringes

MASON - STONE.....\$ 33.39 20.06

BROH0008-001 06/01/2024

COLUMBIANA (Salem, Perry, Fairfield, Center, Elk Run,
Middleton, & Unity Townships and the city of New Waterford),
MAHONING & TRUMBULL

Rates Fringes

BRICKLAYER.....\$ 33.39 20.06

BROH0009-002 06/01/2024

BELMONT & MONROE COUNTIES and the Townships of Warren & Mt.
Pleasant and the Village of Dillonvale in JEFFERSON COUNTY

Rates Fringes

Bricklayer, Stonemason.....\$ 33.39 20.06
Refractory.....\$ 31.45 19.01

BROH0010-002 06/01/2024

COLUMBIANA (St. Clair, Madison, Wayne, Franklin, Washington,
Yellow Creek & Liverpool Townships) & JEFFERSON (Brush Creek &
Saline Townships)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0014-002 06/01/2024		

HARRISON & JEFFERSON (Except Mt. Pleasant, Warren, Brush Creek, Saline & Salineville Townships & the Village of Dillonvale)

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0016-002 06/01/2023		

ASHTABULA, GEAUGA, and LAKE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 32.40	19.30

BROH0018-002 06/01/2024		

BROWN, BUTLER, CLERMONT, HAMILTON, PREBLE (Gasper, Dixon, Israel, Lanier, Somers & Gratis Townships) & WARREN COUNTIES:

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0022-004 06/01/2024		

CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, HIGHLAND, LOGAN, MIAMI, MONTGOMERY, PREBLE (Jackson, Monroe, Harrison, Twin, Jefferson & Washington Townships) and SHELBY COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0032-001 06/01/2024		

GALLIA & MEIGS

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0035-002 06/01/2024		

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0039-002 06/01/2024		

ADAMS & SCIOTO

Rates	Fringes
-------	---------

Bricklayer, Stonemason.....\$ 33.39 20.06

BROH0040-003 06/01/2024

ASHLAND, CRAWFORD, HARDIN, HOLMES, MARION, MORROW, RICHLAND,
WAYNE and WYANDOT (Except Crawford, Ridge, Richland & Tymochtee
Townships) COUNTIES

Rates Fringes

Bricklayer, Stonemason.....\$ 33.39 20.06

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above
journeyman rate.
Free standing stack work ground level to top of stack;
Sandblasting and laying of carbon masonry material in swing
stage and/or scaffold; Ramming and spading of plastics and
gunniting: \$1.50 per hour above journeyman rate.
""Hot"" work: \$2.50 above journeyman rate.

BROH0044-002 06/01/2024

Rates Fringes

Bricklayer, Stonemason
COSHOCOTON, FAIRFIELD,
GUERNSEY, HOCKING, KNOX,
KICKING, MORGAN,
MUSKINGUM, NOBLE (Beaver,
Buffalo, Seneca & Wayne
Townships) & PERRY
COUNTIES:.....\$ 33.39 20.06

BROH0045-002 06/01/2023

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

Rates Fringes

Bricklayer, Stonemason.....\$ 35.39 17.47

BROH0046-002 06/01/2024

ERIE, HANCOCK, HURON, OTTAWA, SANDUSKY, SENECA, WOOD (Perry &
Bloom Townships) and WYANDOT (Tymochtee, Crawford, Ridge &
Richland Townships) COUNTIES & the Islands of Lake Erie north
of Sandusky

Rates Fringes

Bricklayer, Stonemason.....\$ 33.39 20.06

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above
journeyman rate.
Free standing stack work ground level to top of stack;
Sandblasting and laying of carbon masonry material in swing
stage and/or scaffold; Ramming and spading of plastics and
gunniting: \$1.50 per hour above journeyman rate.
""Hot"" work: \$2.50 above journeyman rate.

BROH0052-001 06/01/2024

ATHENS COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0052-003 06/01/2024		

NOBLE (Brookfield, Noble, Center, Sharon, Olive, Enoch, Stock, Jackson, Jefferson & Elk Townships) and WASHINGTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

BROH0055-003 06/01/2024		

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06

CARP0002-024 05/01/2025		

BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE, GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 35.94	23.59
Diver.....	\$ 40.58	9.69

CARP0171-001 05/01/2025		

MAHONING & TRUMBULL

	Rates	Fringes
CARPENTER.....	\$ 33.19	25.02

CARP0171-002 05/01/2025		

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

	Rates	Fringes
CARPENTER.....	\$ 32.50	26.19

CARP0200-002 05/01/2025		

ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING, MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON and WASHINGTON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 35.94	23.59

Diver.....	\$ 39.41	10.40
PILED RIVERMAN.....	\$ 35.94	23.59

CARP0285-001 05/01/2025

CARROLL, STARK, TUSCARAWAS and WAYNE

	Rates	Fringes
CARPENTER.....	\$ 34.07	24.28

CARP0285-002 05/01/2025

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
CARPENTER.....	\$ 33.38	24.69

CARP0285-008 05/01/2025

MEDINA, PORTAGE & SUMMIT

	Rates	Fringes
CARPENTER.....	\$ 37.18	25.07

CARP0351-005 05/01/2025

LUCAS & WOOD

	Rates	Fringes
CARPENTER.....	\$ 35.44	27.56

CARP0351-006 05/01/2025

	Rates	Fringes
CARPENTER DEFIANCE, FULTON, HANCOCK, HENRY, PAULDING & WILLIAMS COUNTIES.....	\$ 32.05	26.13

CARP0372-002 05/01/2025

ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM & VAN WERT

	Rates	Fringes
CARPENTER.....	\$ 31.80	26.33

CARP0435-005 05/01/2025

ASHTABULA, CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
CARPENTER.....	\$ 38.57	24.64

CARP0735-001 05/01/2025

ASHLAND, HURON & RICHLAND

	Rates	Fringes
--	-------	---------

CARPENTER.....	\$ 34.67	23.57

CARP0735-002 05/01/2025		
LORAIN		
	Rates	Fringes
CARPENTER.....	\$ 38.42	24.01

CARP0735-004 05/01/2025		
ERIE		
	Rates	Fringes
CARPENTER.....	\$ 36.71	24.14

CARP0744-001 05/01/2025		
CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT		
	Rates	Fringes
CARPENTER.....	\$ 33.74	27.05

CARP1090-002 05/01/2025		
ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM, VAN WERT & WYANDOT		
	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 35.94	28.39

DIVERS - \$250.00 per day		

CARP1090-003 05/01/2025		
BELMONT, HARRISON, & MONROE		
	Rates	Fringes
Diver, Wet.....	\$ 58.52	24.91
Piledrivermen; Diver, Dry.....	\$ 39.01	24.91

CARP1090-004 05/01/2025		
CARROLL, STARK, TUSCARAWAS & WAYNE		
	Rates	Fringes
Diver, Wet.....	\$ 49.82	25.40
Piledrivermen; Diver, Dry.....	\$ 33.21	25.40

CARP1090-005 05/01/2025		
ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE, LORAIN, MEDINA, PORTAGE, RICHLAND & SUMMIT		
	Rates	Fringes
Diver, Wet.....	\$ 54.51	27.50
Piledrivermen; Diver, Dry.....	\$ 36.34	27.50

CARP1090-006 05/01/2025

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
Diver, Wet.....	\$ 54.36	22.54
Piledrivermen; Diver, Dry.....	\$ 36.24	22.54

CARP1090-007 05/01/2025

MAHONING & TRUMBULL

	Rates	Fringes
Diver, Wet.....	\$ 50.85	24.82
Piledrivermen; Diver, Dry.....	\$ 33.90	24.82

CARP1090-008 05/01/2025

COLUMBIANA & JEFFERSON

	Rates	Fringes
PILEDRIVERMAN.....	\$ 39.01	24.91

CARP1090-009 05/01/2025

CRAWFORD, DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA,
PAULDING, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 37.98	28.63

DIVERS - \$250.00 per day

ELEC0008-002 05/27/2024

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING,
PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
CABLE SPLICER.....	\$ 38.98	18.96
ELECTRICIAN.....	\$ 48.40	4.5%+23.06

ELEC0032-003 06/01/2025

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY, VAN WERT &
WYANDOT (Crawford, Jackson, Marseilles, Mifflin, Ridgeland,
Ridge & Salem Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 39.17	23.60

ELEC0038-002 04/28/2025

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) &
LORAIN (Columbia Township)

	Rates	Fringes
ELECTRICIAN		
Excluding Sound & Communications Work.....	\$ 46.63	24.92

FOOTNOTES;

- a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; & Christmas Day
- b. 1 week's paid vacation for 1 year's service; 2 weeks' paid vacation for 2 or more years' service

 ELEC0038-008 04/28/2025

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) & LORAIN (Columbia Township)

	Rates	Fringes
Sound & Communication Technician		
Communications Technician...	\$ 34.30	14.95
Installer Technician.....	\$ 33.05	14.91

FOOTNOTES;

- a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; & Christmas Day
- b. 1 week's paid vacation for 1 year's service; 2 weeks' paid vacation for 2 or more years' service

 ELEC0064-003 11/30/2025

COLUMBIANA (Butler, Fairfield, Perry, Salem & Unity Townships) MAHONING (Austintown, Beaver, Berlin, Boardman, Canfield, Ellsworth, Coitsville, Goshen, Green, Jackson, Poland, Springfield & Youngstown Townships), & TRUMBULL (Hubbard & Liberty Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 41.49	21.81

 ELEC0071-005 01/06/2025

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

	Rates	Fringes
LINE CONSTRUCTION: Equipment Operator		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 39.97	27%+8.00
Municipal Power/Transit Projects.....	\$ 49.46	27%+8.25
LINE CONSTRUCTION: Groundman		
DOT/Traffic Signal & Highway Lighting Projects...	\$ 31.10	27%+8.00
Municipal Power/Transit Projects.....	\$ 38.47	27%+8.25

LINE CONSTRUCTION:

Linemen/Cable Splicer

DOT/Traffic Signal & Highway Lighting Projects...	\$ 43.89	27%+8.00
Municipal Power/Transit Projects.....	\$ 54.96	27%+8.25

ELEC0071-010 01/06/2025

Statewide

Rates Fringes

Line Construction

Equipment Operator.....	\$ 40.44	4%+16.09
Groundman.....	\$ 29.07	4%+13.81
Lineman & Cable Splicers....	\$ 46.02	4%+17.20

ELEC0082-002 12/02/2024

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN
(Wayne, Clear Creek & Franklin Townships)

Rates Fringes

ELECTRICIAN.....	\$ 38.00	22.49
------------------	----------	-------

ELEC0082-006 11/25/2024

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN
(Wayne, Clear Creek & Franklin Townships)

Rates Fringes

Sound & Communication
Technician

Cable Puller.....	\$ 13.85	5.30
Installer/Technician.....	\$ 27.70	15.71

ELEC0129-003 02/24/2025

LORAIN (Except Columbia Township) & MEDINA (Litchfield &
Liverpool Townships)

Rates Fringes

ELECTRICIAN.....	\$ 42.95	18.81
------------------	----------	-------

ELEC0129-004 02/24/2025

ERIE & HURON (Lyme, Ridgefield, Norwalk, Townsend, Wakeman,
Sherman, Peru, Bronson, Hartland, Clarksfield, Norwich,
Greenfield, Fairfield, Fitchville & New London Townships)

Rates Fringes

ELECTRICIAN.....	\$ 42.95	18.81
------------------	----------	-------

ELEC0141-003 06/02/2025

BELMONT COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 42.94	27.74
ELECTRICIAN.....	\$ 39.25	31.23

 ELEC0212-003 11/26/2018

BROWN, CLERMONT & HAMILTON

	Rates	Fringes
Sound & Communication Technician.....	\$ 24.35	10.99

 ELEC0212-005 06/02/2025

BROWN, CLERMONT, and HAMILTON COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 38.05	22.97

 ELEC0245-001 08/26/2024

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

	Rates	Fringes
Line Construction		
Equipment Operator.....	\$ 32.95	28%+7.85
Groundman/Truck Driver.....	\$ 20.59	28%+7.85
Lineman.....	\$ 47.07	28%+7.85

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

 ELEC0245-003 01/01/2025

DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA,
 PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, and WOOD COUNTIES

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 53.90	8.10+28%
Groundman/Truck Driver.....	\$ 20.51	8.10+28%
Heli-arc Welding.....	\$ 47.17	8.10+28%
Lineman.....	\$ 46.87	8.10+28%
Operator - Class 1.....	\$ 37.50	8.10+28%
Operator - Class 2.....	\$ 32.81	8.10+28%
Traffic Signal & Lighting Technician.....	\$ 42.18	8.10+28%

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial
 Day; Independence Day; Labor Day; Thanksgiving Day; &
 Christmas Day. Employees who work on a holiday shall be
 paid at a rate of double their applicable classified
 straight-time rates for the work performed on such holiday.

ELEC0245-004 01/01/2025

ERIE COUNTY

	Rates	Fringes
Line Construction		
Cable Splicer.....	\$ 53.90	28%+8.10
Groundman/Truck Driver.....	\$ 20.51	28%+8.10
Lineman.....	\$ 46.87	28%+8.10
Operator - Class 1.....	\$ 37.50	28%+8.10
Operator - Class 2.....	\$ 32.81	28%+8.10

FOOTNOTE: a. 6 Observed Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; & Christmas Day. Employees who work on a holiday shall be paid at a rate of double their applicable classified straight-time rates for the work performed on such holiday.

ELEC0246-001 10/28/2024

Carroll, Columbiana, Harrison and Jefferson Counties in Ohio; Brooke and Hancock Counties in West Virginia.

	Rates	Fringes
ELECTRICIAN.....	\$ 44.00	30.38%+24.31

FOOTNOTE: a. 1 1/2 Paid Holidays: The last scheduled workday prior to Christmas & 4 hours on Good Friday.

ELEC0306-005 05/27/2024

MEDINA (Brunswick, Chatham, Granger, Guilford, Harrisville, Hinckley, Homer, Lafayette, Medina, Montville, Sharon, Spencer, Wadsworth, Westfield & York Townships), PORTAGE (Atwater, Aurora, Brimfield, Deerfield, Franklin, Mantua, Randolph, Ravenna, Rootstown, Shalersville, Streetsboro & Suffield Townships), SUMMIT & WAYNE (Baughman, Canaan, Chester, Chippewa, Congress, Green, Milton, & Wayne Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 46.81	20.95
ELECTRICIAN.....	\$ 42.55	20.95

ELEC0317-002 06/02/2025

GALLIA & LAWRENCE

	Rates	Fringes
CABLE SPLICER.....	\$ 32.68	18.13
ELECTRICIAN.....	\$ 41.15	29.35

ELEC0540-005 06/30/2025

CARROLL (Northern half, including Fox, Harrison, Rose & Washington Townships), COLUMBIANA (Knox Township), HOLMES, MAHONING (Smith Township), STARK, TUSCARAWAS (North of Auburn, Clay, Rush & York Townships), and WAYNE (South of Baughman,

Chester, Green & Wayne Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 39.86	29.19

ELEC0573-003 06/01/2025		

ASHTABULA (Colebrook, Wayne, Williamsfield, Orwell & Windsor Townships), GEAUGA (Auburn, Middlefield, Parkman & Troy Townships), MAHONING (Milton Township), PORTAGE (Charlestown, Edinburg, Freedom, Hiram, Nelson, Palmyra, Paris & Windham Townships), and TRUMBULL (Except Liberty & Hubbard Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 42.20	23.37

ELEC0575-001 05/29/2023		

ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON (Bloomfield, Franklin, Hamilton, Jefferson, Lick, Madison, Scioto, Coal, Jackson, Liberty, Milton & Washington Townships), PICKAWAY (Deer Creek, Perry, Pickaway, Salt Creek & Wayne Townships), PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, PeePee, Perry, Seal, Camp Creek, Newton, Scioto, Sunfish, Union & Marion Townships), ROSS, SCIOTO & VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 37.00	22.26

ELEC0648-001 09/01/2025		

BUTLER and WARREN COUNTIES (Deerfield, Hamilton, Harlan, Massie, Salem, Turtle Creek, Union & Washington Townships)

	Rates	Fringes
CABLE SPLICER.....	\$ 30.50	18.23
ELECTRICIAN.....	\$ 38.00	24.162

ELEC0673-004 05/26/2025		

ASHTABULA (Excluding Orwell, Colebrook, Williamsfield, Wayne & Windsor Townships), GEAUGA (Burton, Chardon, Claridon, Hambden, Huntsburg, Montville, Munson, Newbury & Thompson Townships) and LAKE COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 33.81	21.47
ELECTRICIAN.....	\$ 41.17	24.58

ELEC0683-002 06/02/2025		

CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD, FRANKLIN, MADISON, PICKAWAY (Circleville, Darby, Harrison, Jackson, Madison, Monroe, Muhlenberg, Scioto, Walnut & Washington Townships), and

UNION COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 44.00	26.40
ELECTRICIAN.....	\$ 43.00	26.37

 ELEC0688-003 05/30/2022

ASHLAND, CRAWFORD, HURON (Richmond, New Haven, Ripley & Greenwich Townships), KNOX (Liberty, Clinton, Union, Howard, Monroe, Middleberry, Morris, Wayne, Berlin, Pike, Brown & Jefferson Townships), MARION, MORROW, RICHLAND and WYANDOT (Sycamore, Crane, Eden, Pitt, Antrim & Tymochtee Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 32.30	21.83

 ELEC0972-002 06/01/2024

ATHENS, MEIGS, MONROE, MORGAN, NOBLE, VINTON (Brown, Knox, Madison, Vinton & Wilkesville Townships), and WASHINGTON COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 40.25	33.33
ELECTRICIAN.....	\$ 40.00	33.32

 ELEC1105-001 05/27/2024

COSHOCTON, GUERNSEY, KNOX (Jackson, Clay, Morgan, Miller, Milford, Hilliar, Butler, Harrison, Pleasant & College Townships), LICKING, MUSKINGUM, PERRY, and TUSCARAWAS (Auburn, York, Clay, Jefferson, Rush, Oxford, Washington, Salem, Perry & Bucks Townships) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 39.60	24.41

 ENGI0018-003 05/01/2024

ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, and SUMMIT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 45.63	16.41
GROUP 2.....	\$ 45.53	16.41
GROUP 3.....	\$ 44.49	16.41
GROUP 4.....	\$ 43.27	16.41
GROUP 5.....	\$ 37.98	16.41
GROUP 6.....	\$ 46.63	16.41
GROUP 7.....	\$ 46.63	16.41

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge); Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; Wheel Excavator; and Asphalt Plant Engineer (Cleveland District Only).

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Horizontal Directional Drill (Over 50,000 ft lbs thrust); Hydro Milling Machine; Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); Vermeer type Concrete Saw; and Maintenance Operators (Portage and Summit Counties Only).

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer (Portage and Summit Counties Only); Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); Welding Machines; and Railroad Tie Inserter/Remover; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Forklift; Form Trencher; Hydro Hammer expect masonry;

Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonry Fork Lift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

 ENGI0018-004 05/01/2024

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, and YANDOT COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 44.14	16.41
GROUP 2.....	\$ 44.02	16.41
GROUP 3.....	\$ 42.98	16.41
GROUP 4.....	\$ 41.80	16.41
GROUP 5.....	\$ 36.34	16.41
GROUP 6.....	\$ 45.14	16.41
GROUP 7.....	\$ 45.14	16.41

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Air Compressor on Steel Erection; Barrier Moving Machine; Boiler Operator on Compressor or Generator when mounted on a Rig; Cableway; Combination Concrete Mixer & Tower; Concrete Plant (over 4 yd. Capacity); Concrete Pump; Crane (All Types, Including Boom Truck, Cherry Picker); Crane-Compact, Track or Rubber over 4,000 lbs. capacity; Cranes-Self Erecting, Stationary, Track or Truck (All Configurations); Derrick; Dragline; Dredge (Dipper, Clam or Suction); Elevating Grader or Euclid Loader; Floating Equipment (All Types); Gradall; Helicopter Crew (Operator-Hoist or Winch); Hoe (all types); Hoisting Engine on Shaft or Tunnel Work; Hydraulic Gantry (Lifting System); Industrial-Type Tractor; Jet Engine Dryer (D8 or D9) Diesel Tractor; Locomotive (Standard Gauge);

Maintenance Operator Class A; Mixer, Paving (Single or Double Drum); Mucking Machine; Multiple Scraper; Piledriving Machine (All Types); Power Shovel; Prentice Loader; Quad 9 (Double Pusher); Rail Tamper (with auto lifting & aligning device); Refrigerating Machine (Freezer Operation); Rotary Drill, on Caisson work; Rough Terrain Fork Lift with Winch/Hoist; Side-Boom; Slip-Form Paver; Tower Derrick; Tree Shredder; Trench Machine (Over 24" wide); Truck Mounted Concrete Pump; Tug Boat; Tunnel Machine and/or Mining Machine; and Wheel Excavator.

GROUP 2 - Asphalt Paver; Automatic Subgrader Machine, Self-Propelled (CMI Type); Bobcat Type and/or Skid Steer Loader with Hoe Attachment Greater than 7,000 lbs.; Boring Machine More than 48"; Bulldozer; Endloader; Hydro Milling Machine; Horizontal Directional Drill (over 50,000 ft. lbs. thrust); Kolman-type Loader (production type-Dirt); Lead Greaseman; Lighting & Traffic Signal Installation Equipment (includes all groups or classifications); Material Transfer Equipment (Shuttle Buggy) Asphalt; Pettibone-Rail Equipment; Power Grader; Power Scraper; Push Cat; Rotomill (all), Grinders & Planers of All types; Trench Machine (24" wide & under); and Vermeer type Concrete Saw.

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4" & over discharge); Railroad Tie Inserter/Remover; Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); and Welding Machines; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour.

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Fork Lift; Form Trencher; Hydro Hammer expect masonry; Hydro Seeder; Pavement Breaker; Plant Mixer; Post Driver; Post Hole Digger (Power Auger); Power Brush Burner; Power Form Handling Equipment; Road Widening Trencher; Roller (Brick, Grade & Macadam); Self-Propelled Power Spreader; Self-Propelled Power Subgrader; Steam Fireperson; Tractor (Pulling Sheepfoot, Roller or Grader); and Vibratory Compactor with Integral Power.

GROUP 5 - Compressor (Portable, Sewer, Heavy & Highway); Drum Fireperson (Asphalt Plant); Generator; Masonary Forklift; Inboard-Outboard Motor Boat Launch; Oil Heater (asphalt plant); Oiler/Helper; Power Driven Heater; Power Sweeper & Scrubber; Pump (under 4" discharge); Signalperson; Tire Repairperson; VAC/ALLS; Cranes - Compact, track or rubber under 4,000 pound capacity; fueling and greasing; and Chainmen.

GROUP 6 - Master Mechanic & Boom from 150 to 180.

GROUP 7 - Boom from 180 and over.

ENGI0066-023 06/01/2023

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - A & B.....	\$ 44.63	24.30
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 2 - A & B.....	\$ 44.30	24.30
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 3 - A & B.....	\$ 38.47	24.30
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 4 - A & B.....	\$ 34.52	24.30
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 5 - A & B.....	\$ 31.13	24.30
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - C & D.....	\$ 40.91	24.30
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 2 - C & D.....	\$ 40.61	24.30
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 3 - C & D.....	\$ 35.27	24.30
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 4 - C & D.....	\$ 31.65	24.30
HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 5 - C & D.....	\$ 28.53	24.30
ALL OTHER WORK		
GROUP 1.....	\$ 37.19	24.30
ALL OTHER WORK		
GROUP 2.....	\$ 36.92	24.30
ALL OTHER WORK		
GROUP 3.....	\$ 32.06	24.30
ALL OTHER WORK		
GROUP 4.....	\$ 28.77	24.30
ALL OTHER WORK		
GROUP 5.....	\$ 25.94	24.30

GROUP 1 - Rig, Pile Driver or Caisson Type; & Rig, Pile Hydraulic Unit Attached

GROUP 2 - Asphalt Heater Planer; Backfiller with Drag Attachment; Backhoe; Backhoe with Shear attached; Backhoe-Rear Pivotal Swing; Batch Plant-Central Mix Concrete; Batch Plant, Portable concrete; Berm Builder-Automatic; Boat Derrick; Boat-Tug; Boring Machine Attached to Tractor; Bullclam; Bulldozer; C.M.I. Road Builder & Similar Type; Cable Placer & Layer; Carrier-Straddle; Carryall-Scraper or Scoop; Chicago Boom; Compactor with Blade Attached; Concrete Saw (Vermeer or similar type); Concrete Spreader Finisher; Combination, Bidwell Machine; Crane; Crane-Electric Overhead;

Crane-Rough Terrain; Crane-Side Boom; Crane-Truck;
Crane-Tower; Derrick-Boom; Derrick-Car; Digger-Wheel (Not
trencher or road widener); Double Nine; Drag Line; Dredge;
Drill-Kenny or Similar Type; Easy Pour Median Barrier
Machine (or similar type); Electromatic; Frankie Pile;
Gradall; Grader; Gurry; Self-Propelled; Heavy Equipment
Robotics Operator/Mechanic; Hoist-Monorail;
Hoist-Stationary & Mobile Tractor; Hoist, 2 or 3 drum;
Horizontal Directional Drill Operator; Jackall; Jumbo
Machine; Kocal & Kuhlman; Land-Seagoing Vehicle; Loader,
Elevating; Loader, Front End; Loader, Skid Steer;
Locomotive; Mechanic/Welder; Metro Chip Harvester with
Boom; Mucking Machine; Paver-Asphalt Finishing Machine;
Paver-Road Concrete; Paver-Slip Form (C.M.I. or similar);
Place Crete Machine with Boom; Post Driver (Carrier
mounted); Power Driven Hydraulic Pump & Jack (When used in
Slip Form or Lift Slab Construction); Pump Crete Machine;
Regulator-Ballast; Hydraulic Power Unit not attached to Rig
for Pile Drillings; Rigs-Drilling; Roto Mill or similar
Full Lane (8' Wide & Over); Roto Mill or similar type
(Under 8'); Shovel; Slip Form Curb Machine; Speedwing;
Spikemaster; Stonecrusher; Tie Puller & Loader; Tie Tamper;
Tractor-Double Boom; Tractor with Attachments; Truck-Boom;
Truck-Tire; Trench Machine; Tunnel Machine (Mark 21 Java
or similar); & Whirley (or similar type)

GROUP 3 - Asphalt Plant; Bending Machine (Pipeline or similar
type); Boring machine, Motor Driven; Chip Harvester
without Boom; Cleaning Machine, Pipeline Type; Coating
Machine, Pipeline Type; Compactor; Concrete Belt Placer;
Concrete Finisher; Concrete Planer or Asphalt; Concrete
Spreader; Elevator; Fork Lift (Home building only); Fork
lift & Lulls; Fork Lift Walk Behind (Hoisting over 1 buck
high); Form Line Machine; Grease Truck operator; Grout
Pump; Gunnite Machine; Horizontal Directional Drill
Locator; Single Drum Hoist with or without Tower; Huck
Bolting Machine; Hydraulic Scaffold (Hoisting building
materials); Paving Breaker (Self-propelled or Ridden);
Pipe Dream; Pot Fireperson (Power Agitated); Refrigeration
Plant; Road Widener; Roller; Sasgen Derrick; Seeding
Machine; Soil Stabilizer (Pump type); Spray Cure Machine,
Self-Propelled; Straw Blower Machine; Sub-Grader; Tube
Finisher or Broom C.M.I. or similar type; & Tugger Hoist

GROUP 4 - Air Curtain Destructor & Similar Type; Batch
Plant-Job Related; Boiler Operator; Compressor; Conveyor;
Curb Builder, self-propelled; Drill Wagon; Generator Set;
Generator-Steam; Heater-Portable Power; Hydraulic
Manipulator Crane; Jack-Hydraulic Power driven;
Jack-Hydraulic (Railroad); Ladavator; Minor Machine
Operator; Mixer-Concrete; Mulching Machine; Pin Puller;
Power Broom; Pulverizer; Pump; Road Finishing Machine (Pull
Type); Saw-Concrete-Self-Propelled (Highway Work); Signal
Person; Spray Cure Machine-Motor Powered; Stump Cutter;
Tractor; Trencher Form; Water Blaster; Steam Jenny;
Syphon; Vibrator-Gasoline; & Welding Machine

GROUP 5 - Brakeperson; Fireperson; & Oiler

IRON0017-002 05/01/2024

ASHTABULA (North of Route 6, starting at the Geauga County
Line, proceeding east to State Route 45), CUYAHOGA, ERIE
(Eastern 2/3), GEauga, HURON (East of a line drawn from the

north border through Monroeville & Willard), LAKE, LORAIN, MEDINA (North of Old Rte. #224), PORTAGE (West of a line from Middlefield to Shalersville to Deerfield), and SUMMIT (North of Old Rte. #224, including city limits of Barberton) COUNTIES

Rates Fringes

IRONWORKER

Ornamental, Reinforcing, & Structural.....\$ 36.83 29.01

IRON0017-010 05/01/2024

ASHTABULA (Eastern part from Lake Erie on the north to route #322 on the south to include Conneaut, Kingsville, Sheffield, Denmark, Dorset, Cherry Valley, Wayne, Monroe, Pierpont, Richmond, Andover & Williamsfield Townships)

Rates Fringes

IRONWORKER

Structural, including metal building erection & Reinforcing.....\$ 36.83 29.01

IRON0044-001 06/01/2025

ADAMS (Western Part), BROWN, BUTLER (Southern Part), CLERMONT, CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) and WARREN (South of a line drawn from Blanchester through Morrow to the west county line) COUNTIES

Rates Fringes

IRONWORKER, REINFORCING.....\$ 38.27 23.90

IRON0044-002 06/01/2025

CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the northern county line through E. Monroe to Marshall) & WARREN (South of a line drawn from Blanchester through Morrow to the west county line)

Rates Fringes

IRONWORKER

Fence Erector.....\$ 35.88 23.90
Ornamental; Structural.....\$ 37.77 23.90

IRON0055-003 07/01/2024

CRAWFORD (Area Between lines drawn from where Hwy #598 & #30 meet through N. Liberty to the northern border & from said Hwy junction point due west to the border), DEFIANCE (S. of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), ERIE (Western 1/3),

FULTON, HANCOCK, HARDIN (North of a line drawn from Maysville to a point 4 miles south of the northern line on the eastern line), HENRY, HURON (West of a line drawn from the northern border through Monroeville & Willard), LUCAS, OTTAWA, PUTNAM (East of a line drawn from the northern border down through Miller City to where #696 meets the southern border), SANDUSKY, SENECA, WILLIAMS (East of a line drawn from Pioneer through Stryker to the southern border), WOOD & WYANDOT (North of Rte. #30)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 26.40	24.62
Flat Road Mesh.....	\$ 29.77	21.30
Tunnels & Caissons Under Pressure.....	\$ 29.77	21.30
All Other Work.....	\$ 35.50	29.20

IRON0147-002 06/01/2025		

ALLEN (Northern half), DEFIANCE (Northern part, excluding south of a line drawn from where Rte. #66 meets the northern line through Independence to the eastern county border), MERCER (Northern half), PAULDING, PUTNAM (Western part, excluding east of a line drawn from the northern border down through Miller City to where #696 meets the southern border), VAN WERT, and WILLIAMS (Western part, excluding east of a line drawn from Pioneer through Stryker to the southern border) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 38.00	26.39

IRON0172-002 06/01/2025		

CHAMPAIGN (Eastern one-third), CLARK (Eastern one-fourth), COSHOCTON (West of a line beginning at the northwestern county line going through Walhonding & Tunnel Hill to the southern county line), CRAWFORD (South of Rte. #30), DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, HARDIN (Excluding a line drawn from Roundhead to Maysville), HIGHLAND (Eastern one-fifth), HOCKING, JACKSON (Northern half), KNOX, LICKING, LOGAN (Eastern one-third), MADISON, MARION, MORROW, MUSKINGUM (West of a line starting at Adams Mill going to Adamsville & going from Adamsville through Blue Rock to the southern border), PERRY, PICKAWAY, PIKE (Northern half), ROSS, UNION, VINTON and WYANDOT (South of Rte. #30) COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 40.87	23.15

IRON0207-004 06/01/2025		

ASHTABULA (Southern part starting at the Geauga County line), COLUMBIANA (E. of a line from Damascus to Highlandtown), MAHONING (N. of Old Route #224), PORTAGE (E. of a line from Middlefield to Shalersville to Deerfield) & TRUMBULL

Rates Fringes

IRONWORKER

Layout; Sheeter.....	\$ 37.26	28.16
Ornamental; Reinforcing; Structural.....	\$ 36.26	28.16

IRON0290-002 06/01/2025

ALLEN (Southern half), AUGLAIZE, BUTLER (North of a line drawn from east to the west county line going through Oxford, Darrtown & Woodsdale), CHAMPAIGN (Excluding east of a line drawn from Catawla to the point where #68 intersects the northern county line), CLARK (Western two-thirds), CLINTON (Excluding south of a line drawn from Blanchester to Lynchburg), DARKE, GREENE, HIGHLAND (Inside lines drawn from Marshall to Lynchburg & from the northern county line through East Monroe to Marshall), LOGAN (West of a line drawn from West Liberty to where the northern county line meets the western county line of Hardin), MERCER (Southern half), MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN (Excluding south of a line drawn from Blanchester through Morrow to the western county line) COUNTIES

Rates Fringes

IRONWORKER.....	\$ 37.39	25.35
-----------------	----------	-------

IRON0549-003 12/01/2022

BELMONT, GUERNSEY, HARRISON, JEFFERSON, MONROE & MUSKINGUM (Excluding portion west of a line starting at Adams Mill going to Adamsville and going from Adamsville through Blue Rock to the south border)

Rates Fringes

IRONWORKER.....	\$ 35.19	25.66
-----------------	----------	-------

IRON0550-004 05/01/2024

ASHLAND, CARROLL, COLUMBIANA (W. of a line from Damascus to Highlandtown), COSHOCTON (E. of a line beginning at NW Co. line going through Walhonding & Tunnel Hill to the South Co. line), HOLMES, HURON (S. of Old Rte. #224), MAHONING (S. of Old Rte. #224), MEDINA (S. of Old Rte. #224), PORTAGE (S. of Old Rte. #224), RICHLAND, STARK, SUMMIT (S. of Old Rte. #224, Excluding city limits of Barberton), TUSCARAWAS, & WAYNE

Rates Fringes

Ironworkers:Structural, Ornamental and Reinforcing.....	\$ 34.70	22.88
--	----------	-------

IRON0769-004 06/01/2025

ADAMS (Eastern Half), GALLIA, JACKSON (Southern Half), LAWRENCE & SCIOTO

Rates Fringes

IRONWORKER.....	\$ 39.70	29.59
-----------------	----------	-------

IRON0787-003 06/01/2025

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 36.10	24.65

LAB00265-008 05/01/2024

	Rates	Fringes
LABORER		
ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES		
GROUP 1.....	\$ 35.95	14.45
GROUP 2.....	\$ 36.12	14.45
GROUP 3.....	\$ 36.45	14.45
GROUP 4.....	\$ 36.90	14.45
CUYAHOGA AND GEAUGA COUNTIES ONLY: SEWAGE PLANTS, WASTE PLANTS, WATER TREATMENT FACILITIES, PUMPING STATIONS, & ETHANOL PLANTS CONSTRUCTION.....	\$ 38.56	14.45
CUYAHOGA, GEAUGA & LAKE COUNTIES		
GROUP 1.....	\$ 37.18	14.45
GROUP 2.....	\$ 37.35	14.45
GROUP 3.....	\$ 37.68	14.45
GROUP 4.....	\$ 38.13	14.45
REMAINING COUNTIES OF OHIO		
GROUP 1.....	\$ 35.52	14.45
GROUP 2.....	\$ 35.69	14.45
GROUP 3.....	\$ 36.02	14.45
GROUP 4.....	\$ 36.47	14.45

LABORER CLASSIFICATIONS

GROUP 1 - Asphalt Laborer; Carpenter Tender; Concrete Curing Applicator; Dump Man (Batch Truck); Guardrail and Fence Installer; Joint Setter; Laborer (Construction); Landscape Laborer; Mesh Handlers & Placer; Right-of-way Laborer; Riprap Laborer & Grouter; Scaffold Erector; Seal Coating; Surface Treatment or Road Mix Laborer; Sign Installer; Slurry Seal; Utility Man; Bridge Man; Handyman; Waterproofing Laborer; Flagperson; Hazardous Waste (level D); Diver Tender; Zone Person & Traffic Control

GROUP 2 - Asphalt Raker; Concrete Puddler; Kettle Man Pipeline); Machine Driven Tools (Gas, Electric, Air); Mason Tender; Brick Paver; Mortar Mixer; Power Buggy or Power Wheelbarrow; Paint Stripper; Sheeting & Shoring Man; Surface Grinder Man; Plastic Fusing Machine Operator; Pug Mill Operator; & Vacuum Devices (wet or dry); Rodding Machine Operator; Diver; Screwman or Paver; Screed Person; Water Blast, Hand Held Wand; Pumps 4" & Under (Gas, Air or Electric) & Hazardous Waste (level C); Air Track and Wagon Drill; Bottom Person; Cofferdam (below 25 ft. deep); Concrete Saw Person; Cutting with Burning Torch; Form

Setter; Hand Spiker (Railroad); Pipelayer; Tunnel Laborer (without air) & Caisson; Underground Person (working in Sewer and Waterline, Cleaning, Repairing & Reconditioning); Sandblaster Nozzle Person; & Hazardous Waste (level B)

GROUP 3 - Blaster; Mucker; Powder Person; Top Lander; Wrencher (Mechanical Joints & Utility Pipeline); Yarner; Hazardous Waste (level A); Concrete Specialist; Concrete Crew in Tunnels (With Air-pressurized - \$1.00 premium); Curb Setter & Cutter; Grade Checker; Utility Pipeline Tapper; Waterline; and Caulker

GROUP 4 - Miner (With Air-pressurized - \$1.00 premium); & Gunite Nozzle Person

TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE

SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING.

PAIN0006-002 05/01/2023

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. of the East-West Turnpike) & SUMMIT (N. of the East-West Turnpike)

	Rates	Fringes
PAINTER		
COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS		
GROUP 1.....	\$ 30.75	18.95
GROUP 2.....	\$ 31.15	18.95
GROUP 3.....	\$ 31.45	18.95
GROUP 4.....	\$ 37.01	18.95
COMMERCIAL REPAINT		
GROUP 1.....	\$ 29.25	18.95
GROUP 2.....	\$ 29.65	18.95
GROUP 3.....	\$ 29.95	18.95

PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting; Closed Steel Above 55 feet; Bridges & Open Structural Steel; Tanks - Water Towers; Bridge Painters; Bridge Riggers; Containment Builders

GROUP 4 - Bridge Blaster

PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting

PAIN0007-002 07/01/2025

FULTON, HENRY, LUCAS, OTTAWA (Excluding Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genova) & WOOD

Rates Fringes

PAINTER

NEW COMMERCIAL WORK

GROUP 1.....	\$ 33.66	23.88
GROUP 2.....	\$ 34.66	23.88
GROUP 3.....	\$ 34.66	23.88
GROUP 4.....	\$ 34.66	23.88
GROUP 5.....	\$ 34.66	23.88
GROUP 6.....	\$ 34.66	23.88
GROUP 7.....	\$ 34.66	23.88
GROUP 8.....	\$ 34.66	23.88
GROUP 9.....	\$ 34.66	23.88

REPAINT IS 90% OF JR

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Spray & Sandblasting Pot Tender

GROUP 2 - Refineries & Refinery Tanks; Surfaces 30 ft. or over where material is applied to or labor performed on above ground level (exterior), floor level (interior)

GROUP 3 - Swing Stage & Chair

GROUP 4 - Lead Abatement

GROUP 5 - All Methods of Spray

GROUP 6 - Solvent-Based Catalized Epoxy Materials of 2 or More Component Materials, to include Solvent-Based Conversion Varnish (excluding water based)

GROUP 7 - Spray Solvent Based Material; Sand & Abrasive Blasting

GROUP 8 - Towers; Tanks; Bridges; Stacks Over 30 Feet

GROUP 9 - Epoxy Spray (excluding water based)

PAIN0012-008 05/01/2019

BUTLER COUNTY

Rates Fringes

PAINTER

GROUP 1.....	\$ 21.95	10.20
GROUP 2.....	\$ 25.30	10.20
GROUP 3.....	\$ 25.80	10.20
GROUP 4.....	\$ 26.05	10.20
GROUP 5.....	\$ 26.30	10.20

PAINTER CLASSIFICATIONS

GROUP 1: Bridge Equipment Tender; Bridge/Containment Builder

GROUP 2: Brush & Roller

GROUP 3: Spray

GROUP 4: Sandblasting; & Waterblasting

GROUP 5: Elevated Tanks; Steeplejack Work; Bridge; & Lead Abatement

PAIN0012-010 05/01/2019

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

	Rates	Fringes
PAINTER		
HEAVY & HIGHWAY BRIDGES- GUARDRAILS-LIGHTPOLES- STRIPING		
Bridge Equipment Tender and Containment Builder....	\$ 21.95	10.20
Bridges when highest point of clearance is 60 feet or more; & Lead Abatement Projects.....	\$ 26.30	10.20
Brush & Roller.....	\$ 25.30	10.20
Sandblasting & Hopper Tender; Water Blasting.....	\$ 26.05	10.20
Spray.....	\$ 25.80	10.20

PAIN0093-001 12/01/2024

ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE and WASHINGTON COUNTIES

	Rates	Fringes
PAINTER		
Bridges; Locks; Dams; Tension Towers; & Energized Substations.....	\$ 36.44	24.46
Power Generating Facilities.	\$ 33.29	24.46

PAIN0249-002 05/01/2025

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
PAINTER		
GROUP 1 - Brush & Roller....	\$ 29.15	13.97
GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High Tension Electrical Equipment; & Hot Pipes.....	\$ 33.09	13.97
GROUP 3 - Spray; Sandblast; Steamclean; Lead Abatement.....	\$ 29.90	13.97
GROUP 4 - Steeplejack Work..	\$ 30.10	13.97
GROUP 5 - Coal Tar.....	\$ 30.65	13.97
GROUP 6 - Bridge Equipment Tender & or Containment		

Builder.....	\$ 37.86	13.97
GROUP 7 - Tanks, Stacks & Towers.....	\$ 33.86	13.97
GROUP 8 - Bridge Blaster, Rigger.....	\$ 40.86	13.97

PAIN0356-002 09/01/2009

KNOX, LICKING, MUSKINGUM, and PERRY

	Rates	Fringes
PAINTER		
Bridge Equipment Tenders and Containment Builders....	\$ 27.93	7.25
Bridges; Blasters; and Riggers.....	\$ 34.60	7.25
Brush and Roller.....	\$ 20.93	7.25
Sandblasting; Steam Cleaning; Waterblasting; and Hazardous Work.....	\$ 25.82	7.25
Spray.....	\$ 21.40	7.25
Structural Steel and Swing Stage.....	\$ 25.42	7.25
Tanks; Stacks; and Towers...	\$ 28.63	7.25

PAIN0438-002 12/01/2023

BELMONT, HARRISON and JEFFERSON COUNTIES

	Rates	Fringes
PAINTER		
Bridges, Locks, Dams, Tension Towers & Energized Substations.....	\$ 36.09	19.49
Power Generating Facilities.	\$ 32.94	19.49

PAIN0476-001 06/01/2025

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 30.64	18.36
GROUP 2.....	\$ 40.27	18.36
GROUP 3.....	\$ 40.27	18.36
GROUP 4.....	\$ 31.14	18.36
GROUP 5.....	\$ 31.29	18.36
GROUP 6.....	\$ 35.27	18.36
GROUP 7.....	\$ 32.64	18.36

PAINTER CLASSIFICATIONS:

GROUP 1: Painters, Brush & Roller

GROUP 2: Bridges

GROUP 3: Structural Steel

GROUP 4: Spray, Except Bar Joist/Deck

GROUP 5: Epoxy/Mastic; Spray- Bar Joist/Deck; Working Above
50 Feet; and Swingstages

GROUP 6: Tanks; Sandblasting

GROUP 7: Towers; Stacks

PAIN0555-002 01/01/2025

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

	Rates	Fringes
PAINTER		
GROUP 1.....	\$ 33.32	21.54
GROUP 2.....	\$ 35.02	21.54
GROUP 3.....	\$ 36.72	21.54
GROUP 4.....	\$ 40.03	21.54

PAINTER CLASSIFICATIONS

GROUP 1 - Containment Builder

GROUP 2 - Brush; Roller; Power Tools, Under 40 feet

GROUP 3 - Sand Blasting; Spray; Steam Cleaning; Pressure Washing; Epoxy & Two Component Materials; Lead Abatement; Hazardous Waste; Toxic Materials; Bulk & Storage Tanks of 25,000 Gallon Capacity or More; Elevated Tanks

GROUP 4 - Stacks; Bridges

PAIN0639-001 05/01/2011

	Rates	Fringes
Sign Painter & Erector.....	\$ 20.61	3.50+a+b+c

FOOTNOTES: a. 7 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Christmas Day & 1 Floating Day
 b. Vacation Pay: After 1 year's service - 5 days' paid vacation; After 2, but less than 10 years' service - 10 days' paid vacation; After 10, but less than 20 years' service - 15 days' paid vacation; After 20 years' service - 20 days' paid vacation
 c. Funeral leave up to 3 days maximum paid leave for death of mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent and inlaw provided employee attends funeral

PAIN0788-002 06/01/2024

ASHLAND, CRAWFORD, ERIE, HANCOCK, HURON, MARION, MORROW, OTTAWA (Allen, Bay, Bono, Catawba Island, Clay Center, Curtice, Danbury, Eagle Beach, Elliston, Elmore, Erie, Fishback, Gem Beach & Genoa), RICHLAND, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 29.13	17.52
Structural Steel.....	\$ 30.73	17.52

WINTER REPAINT: Between December 1 to March 31 - 90%JR

\$.50 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

While working swingstage, boatswain chair, needle beam and horizontal cable. While operating sprayguns, sandblasting, cobblasting and high pressure waterblasting (4000psi).

\$1.00 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK:

For the application of catalized epoxy, including latex epoxy that is deemed hazardous, lead abatement, or for work or material where special precautions beyond normal work duties must be taken. For working on stacks, tanks, and towers over 40 feet in height.

PAIN0813-005 12/01/2008

GALLIA, LAWRENCE, MEIGS & VINTON

	Rates	Fringes
PAINTER		
Base Rate.....	\$ 24.83	10.00
Bridges, Locks, Dams & Tension Towers.....	\$ 27.83	10.00

PAIN0841-001 07/01/2025

MEDINA, PORTAGE (South of and including Ohio Turnpike), and SUMMIT (South of and including Ohio Turnpike) COUNTIES

	Rates	Fringes
Painters:		
GROUP 1.....	\$ 31.93	18.15
GROUP 2.....	\$ 32.58	18.15
GROUP 3.....	\$ 32.68	18.15
GROUP 4.....	\$ 32.78	18.15
GROUP 5.....	\$ 33.18	18.15
GROUP 6.....	\$ 38.60	18.15
GROUP 7.....	\$ 33.18	18.15

PAINTER CLASSIFICATIONS:

GROUP 1 - Brush, Roller & Paperhanger

GROUP 2 - Epoxy Application

GROUP 3 - Swing Scaffold, Bosum Chair, & Window Jack

GROUP 4 - Spray Gun Operator of Any & All Coatings

GROUP 5 - Sandblast, Painting of Standpipes, etc. from Scaffolds, Bridge Work and/or Open Structural Steel, Standpipes and/or Water Towers

GROUP 6 - Public & Commerce Transportation, Steel or Galvanized, Bridges, Tunnels & Related Support Items (concrete)

GROUP 7 - Synthetic Exterior, Drywall Finisher and/or Taper,
 Drywall Finisher and Follow-up Man Using Automatic Tools

 PAIN0841-002 07/01/2025

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
PAINTER		
Bridges; Towers, Poles & Stacks; Sandblasting Steel; Structural Steel & Metalizing.....	\$ 33.18	18.15
Brush & Roller.....	\$ 31.93	18.15
Spray; Tank Interior & Exterior.....	\$ 32.78	18.15

 PAIN1020-002 07/01/2025

ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER,
 PAULDING, PUTNAM, SHELBY, VAN WERT, and WILLIAMS COUNTIES

	Rates	Fringes
PAINTER		
Brush & Roller.....	\$ 27.59	18.54
Drywall Finishing & Taping..	\$ 28.34	18.54
Lead Abatement.....	\$ 29.34	18.54
Spray, Sandblasting Pressure Cleaning, & Refinery.....	\$ 28.34	18.54
Swing Stage, Chair, Spiders, & Cherry Pickers...	\$ 27.84	18.54
Wallcoverings.....	\$ 28.34	18.54

All surfaces 40 ft. or over where material is applied to or
 labor performed on, above ground level (exterior), floor
 level (interior) - \$.50 premium

Applying Coal Tar Products - \$1.00 premium

 PAIN1275-002 05/01/2025

DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS
 & UNION

	Rates	Fringes
PAINTER		
Bridges.....	\$ 37.26	15.16
Brush; Roller.....	\$ 30.20	15.16
Sandblasting; Steamcleaning; Waterblasting (3500 PSI or Over)& Hazardous Work.....	\$ 32.35	15.16
Spray.....	\$ 32.15	15.16
Stacks; Tanks; & Towers.....	\$ 34.46	15.16
Structural Steel & Swing Stage.....	\$ 30.50	15.16

PLAS0109-001 06/01/2025

MEDINA, PORTAGE, STARK, and SUMMIT COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.00	23.83

PLAS0109-003 06/01/2025

CARROLL, HOLMES, TUSCARAWAS, and WAYNE COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.00	23.83

PLAS0132-002 07/01/2025

BROWN, BUTLER, CLERMONT, HAMILTON, HIGHLAND, WARREN COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 31.35	17.65

PLAS0404-002 05/01/2018

ASHTABULA, CUYAHOGA, GEAUGA, AND LAKE COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 29.63	17.11

PLAS0404-003 05/01/2018

LORAIN COUNTY

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11

PLAS0526-022 05/01/2018

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11

PLAS0526-023 05/01/2018

BELMONT, HARRISON, and JEFFERSON COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.21	17.11

PLAS0886-001 07/01/2025

FULTON, HANCOCK, HENRY, LUCAS, PUTNAM, and WOOD COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 36.65	25.60

PLAS0886-003 07/01/2025

DEFIANCE, ERIE, HURON, OTTAWA, PAULDING, SANDUSKY, and SENECA

	Rates	Fringes
PLASTERER.....	\$ 36.65	25.60

PLAS0886-004 07/01/2025

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, and VAN WERT

	Rates	Fringes
PLASTERER.....	\$ 35.29	23.07

PLUM0042-002 07/01/2025

ASHLAND, CRAWFORD, ERIE, HURON, KNOX, LORAIN, MORROW, RICHLAND & WYANDOT

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 43.02	26.45

PLUM0050-002 06/30/2025

DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 51.00	32.56

PLUM0055-003 05/05/2025

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA (N. of Rte. #18 & Smith Road) & SUMMIT (N. of Rte. #303, including the corporate limits of the city of Hudson)

	Rates	Fringes
PLUMBER.....	\$ 44.86	30.03

PLUM0083-001 07/01/2023

BELMONT & MONROE (North of Rte. #78)

	Rates	Fringes
Plumber and Steamfitter.....	\$ 35.94	37.35

PLUM0094-002 05/01/2025

CARROLL (Northen Half), STARK, and WAYNE COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 47.48	27.14

PLUM0120-002 05/01/2025

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN (the C.E.I. Power House in Avon Lake), MEDINA (N. of Rte. #18) & SUMMIT (N. of #303)

	Rates	Fringes
PIPEFITTER.....	\$ 49.17	28.55

PLUM0162-002 06/01/2024

CHAMPAIGN, CLARK, CLINTON, DARKE, FAYETTE, GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 43.05	27.18

PLUM0168-002 06/01/2025

MEIGS, MONROE (South of Rte. #78), MORGAN (South of Rte. #78) & WASHINGTON

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 40.92	37.20

PLUM0189-002 06/01/2024

DELAWARE, FAIRFIELD, FRANKLIN, HOCKING, LICKING, MADISON, MARION, PERRY, PICKAWAY, ROSS & UNION

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 43.25	26.94

PLUM0219-002 06/01/2025

MEDINA (Rte. #18 from eastern edge of Medina Co., west to eastern corporate limits of the city of Medina, & on the county road from the west corporate limits of Medina running due west to and through community of Risley to the western edge of Medina County - All territory south of this line), PORTAGE, and SUMMIT (S. of Rte. #303) COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 46.87	28.39

PLUM0392-002 06/01/2025

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 43.30	27.40

PLUM0396-001 06/01/2025

COLUMBIANA (Excluding Washington & Yellow Creek Townships & Liverpool Twp. - Secs. 35 & 36 - West of County Road #427), MAHONING and TRUMBULL COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 40.55	29.25

PLUM0495-002 06/01/2025

CARROLL (Rose, Monroe, Union, Lee, Orange, Perry & Loudon Townships), COLUMBIANA (Washington & Yellow Creek Townships & Liverpool Township, Secs. 35 & 36, West of County Rd. #427), COSHOCTON, GUERNSEY, HARRISON, HOLMES, JEFFERSON, MORGAN (South to State Rte. #78 & from McConnelsville west on State Rte. #37 to the Perry County line), MUSKINGUM, NOBLE, and TUSCARAWAS COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 39.32	37.60

PLUM0577-002 06/01/2025

ADAMS, ATHENS, GALLIA, HIGHLAND, JACKSON, LAWRENCE, PIKE, SCIOTO & VINTON

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 42.65	28.56

PLUM0776-002 07/01/2025

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY and VAN WERT COUNTIES

	Rates	Fringes
Plumber, Pipefitter, Steamfitter.....	\$ 42.76	30.81

TEAM0377-003 05/01/2025

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 34.26	18.85
GROUP 2.....	\$ 35.26	18.85

TRUCK DRIVER CLASSIFICATIONS

GROUP 1 - Asphalt Distributor; Batch; 4- Wheel Service; 4-Wheel Dump; Oil Distributor & Tandem

GROUP 2 - Tractor-Trailer Combination: Fuel; Pole Trailer;

Ready Mix; Semi-Tractor; & Asphalt Oil Spraybar Man When Operated From Cab; 5 Axles & Over; Belly Dump; End Dump; Articulated Dump; Heavy Duty Equipment; Low Boy; & Truck Mechanic

TEAM0436-002 05/01/2025

CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1.....	\$ 34.92	19.30
GROUP 2.....	\$ 35.73	19.30

GROUP 1: Straight & Dump, Straight Fuel

GROUP 2: Semi Fuel, Semi Tractor, Euclids, Darts, Tank, Asphalt Spreaders, Low Boys, Carry-All, Tourna-Rockers, Hi-Lifts, Extra Long Trailers, Semi-Pole Trailers, Double Hook-Up Tractor Trailers including Team Track & Railroad Siding, Semi-Tractor & Tri-Axle Trailer, Tandem Tractor & Tandem Trailer, Tag Along Trailer, Expandable Trailer or Towing Requiring Road Permits, Ready-Mix (Agitator or Non-Agitator), Bulk Concrete Driver, Dry Batch Truck, Articulated End Dump

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order

minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted

average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

=====

END OF GENERAL DECISION

..

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: Village of Montpelier, East Main St. Waterline and Lead Service Replacement, Montpelier, Ohio.

The owner has considered the Bid submitted by you for the above-described Work in response to its advertisement for Bids opened on _____ and Information for Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of _____.

You are required by the Information for Bidders to execute the Agreement within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the owner.

NOTICE TO PROCEED

Date: _____

PROJECT: East Main St Waterline and Lead Service Replacement

To: _____

You are hereby notified to commence work on this project in accordance with the Agreement dated _____, ____ on or before _____, ____ and you are to complete the work by **October 31, 2026**

Williams County Commissioners President

By _____

Dated this _____ day of _____, 2____.

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged

by _____,

this _____ day of _____, 2____.

By: _____

Title: _____

**AFFIDAVIT OF CONTRACTOR OR SUPPLIER ON
NON-DELINQUENCY OF PERSONAL PROPERTY TAXES
(ORC 5719.042)**

STATE OF OHIO

TO:

The undersigned, being first duly sworn, having bid on a contract by you for **East Main St. Waterline and Lead Service Replacement, Village of Montpelier;**

Hereby states we are not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

Signature

Type/Print Name and Title

STATE OF OHIO COUNTY OF _____,SS:

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

Notary Public

My Commission expires: _____

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2026, by and between the Village of Montpelier, Montpelier, Ohio, hereinafter called the "Owner" and _____, doing business as (a corporation, partnership, or individual), hereinafter called "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the construction of, **East Main St. Waterline and Lead Service Replacement**, Village of Montpelier, Montpelier, Ohio.
2. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The Contractor will commence the Work required by the Contract Documents within ten (10) calendar days of the Notice to Proceed and will complete the same by **October 31, 2026**.
4. The Contractor agrees to perform all the Work described in the Contract Documents for the sum of _____.
5. The term "Contract Documents" means and includes the following:
 - a) Advertisement
 - b) Information for Bidders
 - c) Bid
 - d) Bid Bond
 - e) Notice of Award
 - f) Agreement
 - g) Payment Bond
 - h) Performance Bond
 - i) Performance of Payment Bond
 - j) Notice to Proceed
 - k) Change Order
 - l) General Conditions
 - m) Special Conditions
 - n) Drawings Prepared by Owner
 - o) Special Provisions including Technical Specifications Prepared or Issued by Owner
 - p) Addenda:

No. _____, dated _____, _____.

- 6. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
- 7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, by their duly authorized officials, this Agreement in duplicate, which shall be deemed an original on the date first above written.

Owners: Village of Montpelier
Montpelier, Ohio

By: _____
Jason Rockey
Village Manager

By: _____
Williams County Commissioners
Authorized Signature

ATTEST:

Name: _____
(Please Type)

Title: _____

Contractor: _____,

By: _____
(Signature)

Name: _____

Address: _____

ATTEST:

Name: _____
(Please Type)

Title: _____

CERTIFICATE OF FISCAL OFFICER

As Fiscal Officer of the Village of Montpelier, Montpelier, Ohio, I hereby certify that funds in the amount of \$_____ have been lawfully appropriated for the purpose of meeting the obligations of the contract with _____ Duly authorized by motion and are in the Treasury or in the process of collection free from any previous encumbrances.

SIGNED AND SEALED this ____ day of _____, 2_____.

Principal:

By: _____

Title: _____

County Fiscal Officer:

By: _____

Title: _____

CERTIFICATE OF OWNER'S LEGAL OFFICER

The foregoing Contract and Bond are hereby approved as to the form and correctness thereof this ____ day of _____, 2____.

Village of Montpelier

Law Director

Williams County Prosecutor

Prosecutor

NOTICE TO PROCEED

Date: _____

PROJECT: East Main St Waterline and Lead Service Replacement

To: _____

You are hereby notified to commence work on this project in accordance with the Agreement dated _____, ____ on or before _____, ____ and you are to complete the work by **October 31, 2027**

Williams County Commissioners President

By _____

Dated this _____ day of _____, 2____.

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged

by _____,

this _____ day of _____, 2____.

By: _____

Title: _____

State of Ohio
 WATER POLLUTION CONTROL LOAN FUND (WPCLF) /
 WATER SUPPLY REVOLVING LOAN ACCOUNT (WSRLA)

CONTRACT CHANGE ORDER

RECIPIENT _____ CHANGE ORDER NBR _____

LOAN NUMBER _____ CONTRACT _____

OWDA PROJECT No. _____ DATE _____

Description of Change:

The time provided for completion in the contract for the above items is (increased/decreased) by ____ calendar days.

RECOMMENDED BY: _____ DATE: _____
 (Engineer)

APPROVED BY: _____ DATE: _____
 (Recipient)

ACCEPTED BY: _____ DATE: _____
 (Contractor)

 (Company)

Original Contract Amt	
Previous Changes (+ / --)	
This Change (+ / --)	
Adjusted Contract Amt	

OWDA APPROVAL

The above proposal is hereby accepted and I recommend that it be approved and made a part of the contract noted above. The approval does not constitute an increase in the total loan amount, but represents approval for the work.

Ohio EPA Acceptance

Chief Engineer

Date

Date

CONTRACTOR'S AFFIDAVIT

Current Estimate

STATE OF OHIO)
) SS.
COUNTY OF _____)

The undersigned, _____ hereby represents that on _____ it was awarded a contract by _____ hereinafter called the Owner, to _____, in accordance with terms and conditions of Contract No. _____; and the undersigned further represents that all progress payment heretofore received from the Owner on account of the Work have been applied by the Contractor to discharge in full all of the Contractor's obligations incurred in connection with the Work covered by all prior estimates.

This affidavit is freely and voluntarily given with full knowledge of the facts, on this _____ day of _____, A.D. 2____.

Contractor

By: _____

Title: _____

Sworn and subscribed before me this _____ day of _____, 2____.

Notary Public in and for

(SEAL)

My Commission Expires: _____, 2____.

CONTRACTOR'S AFFIDAVIT

Final Estimate

STATE OF OHIO)
)SS.
COUNT OF _____)

The undersigned, _____ hereby represents that on _____ it was awarded a contract by _____ hereinafter called the Owner, to _____, in accordance with terms and conditions of Contract No. _____; and the undersigned further represents that the subject work has now been accomplished and the said Contract has now been completed.

The undersigned hereby warrants and certifies that all of its indebtedness arising by reason of the said Contract has been fully paid or satisfactorily secured; and that all claims from Subcontractors and others for labor and material used in accomplishing the said project, as well as all other claims arising from the performance of the said Contract, have been fully paid or satisfactorily settled. The undersigned further agrees that, if any such claim should hereafter arise, he (it) shall assume responsibility for the same immediately upon request to do so by the Owner.

The undersigned, for a valuable consideration, the receipt of which is hereby acknowledged, does further hereby waive, release and relinquish any and all claims or right of lien which the undersigned now has or may hereafter acquire upon the subject premises for labor and material used in accomplishing said project owned by the Owner.

This affidavit is freely and voluntarily given with full knowledge of the facts, on this ____ day of _____, A.D. 2____.

Contractor

By: _____

Title: _____

Sworn and subscribed before me this ____ day of _____, 2____.

(SEAL)

Notary Public in and for

My Commission Expires: _____, 2____

NOTICE OF COMMENCEMENT OF A
PUBLIC IMPROVEMENT PURSUANT TO
REVISED CODE §1311.252

STATE OF OHIO,)
) ss:
COUNTY OF WILLIAMS,)

Mr. Jason Rockey (the "Affiant") being first duly sworn states that:

1. The Affiant is the Village Manager of the Village of Montpelier, 211 N. Jonesville Street, Montpelier, Ohio 43543 (the "Public Authority").

2. The Public Authority will be commencing a public improvement identified as follows:

3. The following lists the name, address, and trade of each of the principal contractors working on this public improvement:

- a. Name:
- Address:
- Trade:
- Date of First Executed:
- Contract for the Public Improvements:

4. The following lists the name and address of the sureties for all of those principal contractors:

- a. Principal Contractor:
- Name of Surety:
- Address:

5. For the purpose of serving an affidavit pursuant to Revised Code §1311.06, service may be made upon the following representative of the public Authority:

Name: Mr. Jason Rockey
Title: Village Manager
Address: 211 N. Jonesville Street, Montpelier, Ohio 43543

FURTHER AFFIANT SAYETH NAUGHT

Signature

SWORN TO BEFORE ME and subscribed in my presence this ___ day of _____, 2026



**Environmental
Protection
Agency**

EPA.Ohio.gov

Mike DeWine, Governor Jon Husted, Lt. Governor Anne M. Vogel, Director

January 14, 2025

Justin Houk
Montpelier Village PWS
211 N Jonesville
Montpelier, OH 43543

Subject: Project DDAGW-3174; Detail Plans for Montpelier Village PWS - Montpelier Ohio E Main St Waterline; Plans Received October 15, 2024, From Anthony Hoeffel, P.E.

Ladies and Gentlemen:

The Ohio Environmental Protection Agency has reviewed the enclosed plans submitted pursuant to Ohio Revised Code Sections 6109.07 et. seq., or accepted the certification of plan review by an authorized professional engineer pursuant to a contract therefore. These plans are approved subject to the condition of compliance with all applicable laws, rules, regulations, and standards. The applicant is responsible for obtaining all other necessary approvals, waivers or releases required by state, federal or local law prior to implementing this plan. Further, all construction must be supervised by a registered engineer, if required by law, or expert qualified in such work.

The enclosed project summary sheet contains a description of the facilities approved which may include information regarding approved operating rates, capacities, and requirements, and is incorporated herein.

This approval shall become void five years from the date of this letter unless the facilities are constructed as proposed by that date. By accepting this approval, the applicant acknowledges that this deadline shall not be considered or construed as extending or having any effect whatsoever on any compliance schedule or deadline set forth in any administrative or court order issued to or binding upon the applicant, and the applicant shall abide by such compliance schedules or deadlines to avoid the initiation of additional legal action by the Ohio Environmental Protection Agency.

This approval covers only the water supply facilities proposed. Sanitary waste handling facilities may need a separate approval by the Ohio Environmental Protection Agency. Other aspects of the project may need approval by the Ohio Department of Health and/or the local health department.

Lead solder and flux that exceeds 0.2 percent lead content and any pipe or pipe fitting that exceeds a 0.25 percent lead content shall not be used in the installation of the proposed facilities.

The owner shall provide for the proper maintenance and operation of the water supply and distribution system.

Necessary measures shall be taken to ensure that there will be no cross connections between the public water supply and any private water supply. The local health department shall be notified of any private water wells which will no longer be used as sources of potable water and which should be abandoned.

The supplier of water shall ensure that no person shall install or maintain a water service connection where a booster pump has been installed, unless an approved method is in place and operational to maintain a minimum suction pressure in accordance with Ohio Administrative Code Rule 3745-95-07.

The owner shall contact the appropriate district of the U.S. Army Corps of Engineers regarding each stream or wetland crossing proposed as part of this project. If a 404 permit is determined to be necessary by the Corps of Engineers, the owner shall acquire a Section 404 Permit and 401 Water Quality Certification, before impacting any waters of the state as a part of this project.

50 W. Town Street
Suite 700
Columbus, Ohio 43215 U.S.A.

614 | 644 3020
epa.ohio.gov

Any well, well point, pit, or other device installed for the purpose of lowering the ground water level to facilitate construction of this project shall be properly abandoned in accordance with the provisions of Rule 3745-9-10 of the Ohio Administrative Code or in accordance with the provisions of this plan or as directed by the director of the Ohio Environmental Protection Agency or his representative. In addition, a well sealing report shall be filed with the Ohio Department of Natural Resources, Division of Water, within 30 days of completion, in accordance with Section 1521.01 of the Ohio Revised Code.

Any person installing any well, well point, pit, or other device used for the purpose of removing ground water from an aquifer shall complete and file a Well Log and Drilling Report form with the Ohio Department of Natural Resources, Division of Water, within 30 days of the well completion in accordance with the Ohio Revised Code, Section 1521.01 and 1521.05. In addition, any such facility that has a capacity to withdraw waters of the state in an amount greater than 100,000 gallons per day from all sources shall be registered by the owner with the Chief of the Division of Water, Ohio Department of Natural Resources, within three months after the facility is completed in accordance with Section 1521.16 of the Ohio Revised Code. For copies of the necessary well log, drilling report, or registration forms, please contact:

Division of Water
Ohio Department of Natural Resources
Fountain Square
Columbus, OH 43224-1387
(614) 265-6717

Air Pollution Control Requirements: Fugitive dust generated by this water line project shall be controlled as specified in OAC 3745-17-08(B).

A National Pollutant Discharge Elimination System (NPDES) permit will be required if the construction project results in a disturbance greater than or equal to one acre. As a requirement of the permit, a Storm Water Pollution Prevention Plan (SWPPP) must be developed before submitting the Notice of Intent (NOI) for coverage under the permit. The NOI must be submitted 45 days prior to beginning construction. To obtain the application form and relevant information, please contact Ohio EPA's stormwater coordinator at (419) 352-8468.

These plans propose a modification to the distribution system within Montpelier PWS which may impact the appropriate disinfection byproducts compliance sampling locations. In accordance with OAC Rule 3745-81-24, evaluate the designated DBP sampling locations on the water system's DBP sample monitoring plan and update the locations as necessary to designate the distribution sites representing highest DBP formation. An updated DBP sample monitoring plan should be submitted to the attention of Hayley Zimmerman (DDAGW DBP Coordinator, CO-DDAGW) at hayley.zimmerman@epa.ohio.gov. The sample monitoring plan must be available for review.

Special Conditions:

A variance from the "Recommended Standards for Waterworks 2018 Edition" 8.8.2 will be granted for the following location:

Where less than 10 feet of horizontal separation is provided between the existing sanitary sewer and proposed water main.
East Main Street ranging from Stations 27+20 to 33+00

Where less than 10 feet of horizontal separation is provided between the existing sanitary sewer manhole and proposed water main.
East Main Street at Stations 25+65, 29+05, 29+06 and 32+02

Where less than 10 feet of horizontal separation is provided between the existing catch basin and/or storm sewer inlet and proposed water main.
East Main Street at Stations 13+25, 13+42, 16+44, 16+70, 19+37, 19+60, 19+84, 19+88, 23+07, 23+23, 23+30 and 32+65

Montpelier Village
January 14, 2025
Page 3

The proposed facility may be constructed only in accordance with plans approved by the director of the Ohio Environmental Protection Agency. There may be no deviation from the approved plans without the express, written approval of the agency. Any deviation from the approved plans or the above conditions may lead to sanctions and penalties provided under Ohio law. Approval of these plans does not constitute an assurance that the proposed facilities will operate in compliance with all Ohio laws and regulations. Additional facilities shall be installed upon orders of the Ohio Environmental Protection Agency if the proposed facilities prove to be inadequate or cannot meet applicable standards.

If a Water Supply Revolving Loan Account (WSRLA) loan is desired, it will be necessary to comply with the requirements of Ohio Revised Code 6109.22. If compliance with WSRLA requirements necessitates any revisions to the plans as herein approved, a resubmittal and approval of the plans will be required before construction.

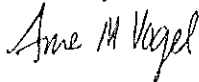
Should there be any questions regarding the requirements, meaning, or interpretation of any of the above which we may clarify, please contact the Division of Drinking and Ground Waters, Northwest District Office, Ohio Environmental Protection Agency.

You are hereby notified that this action of the Director is final and may be appealed to the Environmental Review Appeals Commission pursuant to Section 3745.04 of the Ohio Revised Code. The appeal must be in writing and set forth the action complained of and the grounds upon which the appeal is based. The appeal must be filed with the Commission within thirty (30) days after notice of the Director's action. The appeal must be accompanied by a filing fee of \$70.00, made payable to "Treasurer of the State of Ohio", which the Commission, in its discretion, may reduce if by affidavit you demonstrate that payment of the full amount of the fee would cause extreme hardship. Notice of the filing of the appeal shall be filed with the Director within three (3) days of filing with the Commission. Ohio EPA requests that a copy of the appeal be served upon the Ohio Attorney General's Office, Environmental Enforcement Section. An appeal may be filed with the Environmental Review Appeals Commission at the following address:

Environmental Review Appeals Commission
30 East Broad Street, 4th Floor
Columbus, OH 43215

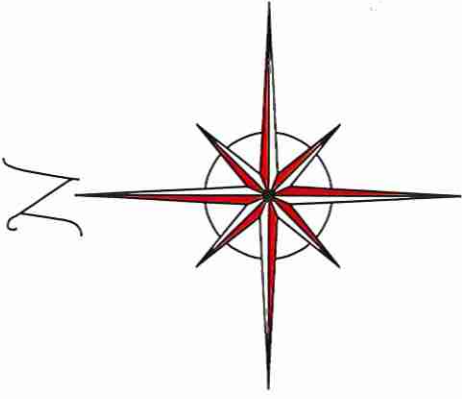
Ohio EPA has developed a customer service survey to get feedback from regulated entities that have contacted us for regulatory assistance, or worked with the Agency to obtain a permit, license or other authorization. Ohio EPA's goal is to provide our customers with the best possible customer service, and your feedback is important to us in meeting this goal. Please take a few minutes to complete this survey and share your experience with us at www.epa.ohio.gov/survey.aspx.

Sincerely,



Anne M. Vogel
Director

cc: Williams County Health Department
Anthony Hoeffel, P.E.
Timothy Adams
Thane Apt
Michael Deal, DDAGW-NWDO
Jill Schiefer, DDAGW-NWDO
Elizabeth Ames, DDAGW-NWDO
Dana Martin-Hayden, DDAGW-NWDO



WATERLINE WORK AREA



WATERLINE WORK AREA

***GENERAL
CONDITIONS***

GENERAL CONDITIONS

1. Definitions	GC 1-3 ✓
2. Additional Instructions and Detail Drawings	GC 3
3. Schedules, Reports, and Records	GC 3
4. Drawings and Specifications	GC 4
5. Shop Drawings	GC 4
6. Materials, Services, and Facilities	GC 5
7. Inspections and Testing	GC 5-6
8. Substitutions	GC 6-7
9. Patents	GC 7
10. Surveys, Permits, and Regulations	GC 7
11. Protection of Work, Property, and Persons	GC 8
12. Supervision by Contractor	GC 8
13. Change in the Work	GC 9
14. Changes in Contract Prices	GC 9
15. Time for Completion and Liquidated Damages	GC 9-10
16. Correction of Work	GC 10
17. Subsurface Conditions	GC 10-11
18. Suspension of Work, Termination, and Delay	GC 11-12
19. Payments to Contractor	GC 13-14
20. Acceptance of Final Payment as Release	GC 14
21. Insurance	GC 14-16
22. Contract Security	GC 16-17
23. Assignments	GC 17
24. Indemnification's	GC 17
25. Separate Contracts	GC 17-18
26. Subcontracting	GC 18
27. Engineers Authority	GC 19 ✓
28. Land and right-of-way	GC 19
29. Guarantee	GC 19-20
30. Arbitration	GC 20

GENERAL CONDITIONS

1. DEFINITIONS

- 1.1 Whenever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:
- 1.2 **ADDENDA** – Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.
- 1.3 **BID** – The offer or proposal of the BIDDER submitted on the prescribed form setting for the price for the work to be performed.
- 1.4 **BIDDER** – Any person, firm or corporation submitting a BID for the work
- 1.5 **BONDS** – Bid, Performance, and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.
- 1.6 **CHANGE ORDER** – A Written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.
- 1.7 **CONTRACT DOCUMENTS** – The contract, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Notice of Award, Notice to Proceed, Changed Order, Drawings, Specifications, and Addenda.
- 1.8 **CONTRACT PRICE** – The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.
- 1.9 **CONTRACT TIME** – The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.
- 1.10 **CONTRACTOR** – The person, firm or corporation with whom the OWNER has executed the Agreement.
- 1.11 **DRAWINGS** – The part of the CONTRACT DOCUMENTS, which show the characteristics, and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.

- 1.12 **ENGINEER** – The person, firm or corporation named as such in the CONTRACT DOCUMENTS.
- 1.13 **FIELD ORDER** – A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.
- 1.14 **NOTICE OF AWARD** – The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.
- 1.15 **NOTICE TO PROCEED** – Written communication issued by the OWNER to the CONTRACTOR authorizing him to proceed with the WORK and establishing the date of commencement of the WORK.
- 1.16 **OWNER** – A public or quasi-public body or authority, corporation, association, partnership, or individual for whom the WORK is to be performed.
- 1.17 **PROJECT** – The undertaking to be performed as provided in the CONTRACT DOCUMENTS.
- 1.18 **RESIDENT PROJECT REPRESENTATIVE** – The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.
- 1.19 **SHOP DRAWINGS** – All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, SUBCONTRACTOR, MANUFACTURER, SUPPLIER or DISTRIBUTOR, which illustrate how specific portions of the WORK shall be fabricated or installed.
- 1.20 **SPECIFICATIONS** – A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.
- 1.21 **SUBCONTRACTOR** – An individual, firm or corporation having a direct contract with the CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.
- 1.22 **SUBSTANTIAL COMPLETION** – That date as certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purpose for which it is intended.

- 1.23 **SUPPLEMENTAL GENERAL CONDITIONS** – Modifications to General Conditions required by a Federal Agency for participation in the PROJECT and approval by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS.
- 1.24 **SUPPLIERS** – Any person, supplier or organization who supplies materials or equipment for the WORK, including that fabricated to a special design; but who does not perform labor at the site.
- 1.25 **WORK** – All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.
- 1.26 **WRITTEN NOTICE** – Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party of his authorized representative on the WORK.

2. **ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS**

- 2.1 The CONTRACTOR may be furnished additional instructions a detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

3. **SCHEDULES, REPORTS AND RECORDS**

- 3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the OWNER may request concerning WORK performed or to be performed.
- 3.2 Prior to the first partial payment estimate the CONTRACTOR shall submit schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part and as applicable:
 - 3.2.1 The dates at which special detail drawings will be required and
 - 3.2.2 respective dates for submission of SHOP DRAWINGS, the beginning of manufactured the testing and the installation of materials, supplies and equipment.
- 3.3 The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK.

4. DRAWINGS AND SPECIFICATIONS

- 4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for proper execution of the WORK in accordance with the CONTRACT DOCUMENTS. Also all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.
- 4.2 In case of conflict between DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.
- 4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS, or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR'S risk

5. SHOP DRAWINGS

- 5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWINGS shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of any SHOP DRAWING, which substantially deviates, from the requirements of the CONTRACT DOCUMENTS shall be evidenced by a CHANGE ORDER.
- 5.2 When submitted for the ENGINEER'S review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.
- 5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6. MATERIALS, SERVICES AND FACILITIES

- 6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the WORK within the specified time.
- 6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.
- 6.3 Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned by the manufacturer.
- 6.4 Materials, supplies and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.
- 6.5 Materials, supplies or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7. INSPECTION AND TESTING

- 7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing on accordance with generally accepted standards.
- 7.2 The CONTRACTOR shall provide at his expense the necessary testing and inspection services required by the CONTRACT DOCUMENTS unless otherwise provided.
- 7.3 The OWNER shall provide all other inspection and testing services not required by the CONTRACT DOCUMENTS.
- 7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require and WORK to specifically be inspected, testing or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspections, testing or approval.

- 7.5 Neither observations by the ENGINEER nor inspections, tests or approvals by persons other than the CONTRACTOR shall relieve the CONTRACTOR from his obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.
- 7.6 The ENGINEER and his representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.
- 7.7 If any WORK is covered contrary to the written request of the ENGINEER it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR'S expense.
- 7.8 If any WORK has been covered which the ENGINEER has not specifically requested to observe prior to its being covered, or if the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME; or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction and an appropriate CHANGE ORDER shall be issued.

8. **SUBSTITUTIONS**

- 8.1 Whenever a material, article or price of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood this is referenced for the purpose or defining the performance or other salient requirements and that other products of equal, capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR.

8.1 Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutions are approved no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE OR CONTRACT TIME.

9. PATENTS

9.1 The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringements of any patent rights and save the OWNER harmless from loss or account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified. However if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

10. SURVEYS, PERMITS, REGULATIONS

10.1 The OWNER shall furnish all land surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the Owner, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines elevations and cut sheets.

10.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR. Permits, licenses and easements for permanent changes in existing facilities shall be secured and paid by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notice and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, he shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY AND PERSONS

- 11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavement, roadways, relocations or replacement in the course or construction.
- 11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and others of any public body having jurisdiction. He will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. He will notify owners or adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by and of them or anyone for whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER or the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR
- 11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the ENGINEER or OWNER, shall act to prevent threatened, damage, injury or loss. He will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

12. SUPERVISION BY CONTRACTOR

- 12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ & maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor, who shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13. CHANGES IN WORK

- 13.1 The OWNER may at any time, as need arises, order changes within the scope of the WORK without invalidating the AGREEMENT. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.
- 13.2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles him to a change in CONTRACT PRICE or TIME, or both, in which event he shall give the ENGINEER written notice thereof with in fifteen (15) days after the receipt of the ordered change, and the CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

14. CHANGES IN CONTRACT PRICES

- 14.1 The CONTRACT PRICE may be changed only by the CHANGE ORDER. The value of any WORK covered by the CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:
- a. Unit price previously approved.
 - b. An agreed lump sum

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.
- 15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

15.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following, and the CONTRACT has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER:

15.4.1. To any preference, priority or allocated order duly issued by the OWNER.

15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to acts of God, or of the public enemy, acts of the OWNER, acts of another contractor in the performance of the contract with the OWNER, fires, floods, epidemics, guarantee restrictions, strike, freight embargoes, and abnormal and unforeseeable weather; and

15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 & 15.4.2 of this article.

16. CORRECTION OF WORK

16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not. The CONTRACTOR, shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

16.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within Ten (10) days after receipt of WRITTEN NOTICE; the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

17. SUBSURFACE CONDITIONS

17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency notify the OWNER by WRITTEN NOTICE of:

17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or

17.1.2 Unknown physical conditions at the site, or an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS

17.2 The OWNER shall promptly investigate the conditions, and if he finds that such conditions do so materially differ and cause an increase or decrease in the cost of or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless he has given the required WRITTEN NOTICE: provided that the OWNER may, if he determines the facts so justify, consider and adjust any claims asserted before the date of final payment.

18. **SUSPENSION OF WORK, TERMINATION AND DELAY**

18.1 The OWNER may, at any time and without cause, suspend the WORK or any portion thereof for a period of not more than ninety (90) days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which notice shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK no the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

18.2 If the CONTRACTOR is adjudge a bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to SUBCONTRACTOR or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or order of any public body having jurisdiction of the WORK or if he disregards the authority of the ENGINEER, or if he otherwise violated any provision of the CONTRACT DOCUMENTS, then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the service of the CONTRACTOR and take possession of the PROJECT and of all materials, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method he may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished.

- 18.2 If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such cost exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such cost incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGED ORDER.
- 18.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.
- 18.4 After ten (10) days from delivery of WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and with out prejudice to any other right of remedy, elect to abandon the PROJECT and terminate the CONTRACT. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.
- 18.5 If, through no act or fault of the CONTRACTOR, the work is suspended for a period of more than ninety (90) days by the OWNER or under the court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days notice to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK, CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the cost and delays attributable to the stoppage of the WORK.
- 18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the cost and delays necessarily caused by the failure of the OWNER or ENGINEER.

19. **PAYMENTS TO CONTRACTOR**

- 19.1 At least ten (10) days before each progress payment falls due (but not more than one a month); the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitable stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect his interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment and present the partial payment estimate to the OWNER, or return the partial payment to the CONTRACTOR indicating in writing his reason for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within ten (10) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER shall retain completion and acceptance of all work covered by the CONTRACT DOCUMENTS. The OWNER, after 50% of the contract is completed and satisfactory progress is being made, the retainage will be at 4% of the contract price. On completion and acceptance of a part of the WORK on which the price is stated separately in the CONTRACT DOCUMENTS, payment may be made in full, including retained percentages, less authorized deductions.
- 19.2 The request for payment may also include an allowance for the cost of such materials and equipment, which are suitably stored either at or near the site.
- 19.3 All WORK covered by partial payment made shall thereupon become the sole property of the OWNER, but this provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK upon which payments have been made or the restoration of any damaged WORK, or as a waiver of the right of the OWNER to require the fulfillment of all terms of the CONTRACT DOCUMENTS.
- 19.4 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that he has accepted the WORK under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance to the WORK.
- 19.5 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demands of

SUBCONTRACTORS, laborers, workmen, mechanics, material-men and furnishes of machinery and parts thereof, equipment, tools and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed, in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, his Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payments so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

- 19.6 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

- 20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his Sureties from obligations under the CONTRACT DOCUMENTS or the Performance Bond and Payment Bonds.

21. INSURANCE

- 21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
- 21.1.1 Claims under Workman's Compensation, disability benefits, and other similar employee benefit acts.

- 21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees.
- 21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees.
- 21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1.) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2.) by any other person.
- 21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss or use resulting therefrom.
- 21.2 Certificates or Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.
- 21.3 The CONTRACTOR shall procure and maintain, at his expense, during the CONTRACT TIME, liability insurance as hereinafter specified;
 - 21.3.1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS whether such operation be by himself or by any SUBCONTRACTOR under him or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$1,000,000.00 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$2,000,000.00 for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$1,000,000.00 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$2,000,000.00 for any such damage sustained by two or more persons in any one accident.
 - 21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

- 21.4 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Worker's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Worker's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employee engaged in hazardous work under this contract at the site of the PROJECT is not protected under Worker's Compensation statute, the CONTRACTOR shall provide and shall cause each SUBCONTRACTOR to provide, and shall cause SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.
- 21.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, the ENGINEER and the OWNER.

22. **CONTRACT SECURITY**

- 22.1 The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance Bond and a Payment Bond in penal sums equal to the amounts of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions, and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the prosecution of the WORK provided by the CONTRACT DOCUMENTS, and upon the prompt payment by the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the CONTRACTOR and a corporate bonding company licensed to transact such business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds: as published in the Treasury Department Circular Number 570". The expense of these bonds shall be borne by the CONTRACTOR.
- 22.1 If at any time a surety on any such BOND is declared a bankrupt or loses its rights to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The Premium on such

BOND shall be paid by the CONTRACTOR. No further payments shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

23. ASSIGNMENTS

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign or otherwise dispose of the CONTRACT or any portion thereof, or of his right, title or interest therein, or his obligations thereunder, without written consent of the other party.

24. INDEMNIFICATION

24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone from whose acts any of them may be liable.

24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under worker's compensation acts, disability benefits acts or other employee benefits acts.

24.3 The Obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, his agents or employees arising out of the preparations or approval of maps, DRAWINGS, opinions, reports surveys, CHANGE ORDERS, designs, or SPECIFICATIONS.

25. SEPARATE CONTRACTS

25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate his WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall

inspect and promptly report to the ENGINEER any defect in such WORK that render it unsuitable for such proper execution and result.

25.2 The OWNER may perform additional WORK related to the PROJECT by himself, or he may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTOR'S who are parties to such Contracts (or the OWNER, if he is performing the additional WORK himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate this WORK with theirs.

25.3 If the performance of additional WORK by the CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him any additional expense or entitles him to an extension of the CONTRACT TIME, he may make a claim therefor as provided in Section 14 and 15.

26. SUBCONTRACTING

26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK, which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR (S), in excess of fifty (50%) percent of the CONTRACT PRICE, without prior written approval by the OWNER.

26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACT by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of the SUBCONTRACTORS and give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

27. ENGINEERS AUTHORITY

- 27.1 The ENGINEER shall act as the OWNER'S representative during the construction period. He shall decide questions, which may arise as to quality, and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.
- 27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspection may be made at the factory or fabrication plant of the source of material supply
- 27.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.
- 27.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DCUMENTS.

28. LAND AND RIGHT-OF-WAY

- 28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and right-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.
- 28.2 The OWNER shall provide to the CONTRACTOR information, which delineates and describes the lands owned and right-of-way acquired.
- 28.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

29. GUARANTEE

- 29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make repairs,

adjustments, or other WORK that may be necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance Bond shall remain in full force and effect through the guarantee period.

30. ARBITRATION

- 30.1 All claims, disputes and other matters in question arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by Section 20, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgement may be entered upon it in any court having jurisdiction thereof.
- 30.2 Notice of the demand for arbitration shall be filed in writing with the other party to the CONTRACT DOCUMENTS and with the American Arbitration Association, and a copy shall be filed with the ENGINEER. Demand for arbitration shall in no event be made after institution of legal proceedings based on any claim, dispute or other matter in question or on any claim, dispute or other matter in question that would be barred by the applicable statute of limitations.
- 30.3 The CONTRACTOR will carry on the WORK and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

DAVIS BACON

WAGE

Davis-Bacon Wage Rate Requirements (required contract provision)

Background and Applicability

On October 30, 2009, P.L. 111-88, "Making appropriations for the Department of the Interior, environment, and related agencies for the fiscal year ending September 30, 2010, and for other purposes," was enacted. This law provides appropriations for both the Clean Water State Revolving Fund (CWSRF) and the Drinking Water State Revolving Fund (DWSRF) for Fiscal Year 2010, while adding new requirements to these already existing programs. One new requirement requires the application of Davis-Bacon Act requirements.

Application of the Davis-Bacon Act requirements extend not only to assistance agreements funded with Fiscal Year 2010 appropriations, but to all assistance agreements executed on or after October 30, 2009, whether the source of the funding is prior year's appropriations, state match, bond proceeds, interest earnings, principal repayments, or any other source of funding so long as the project is financed by an SRF assistance agreement. If a project began construction prior to October 30, 2009 but is financed or refinanced through an assistance agreement executed on or after October 30, 2009, Davis-Bacon Act requirements will apply to all construction that occurs on or after October 30, 2009, through completion of construction.

Ohio EPA Responsibilities

With respect to the Water Pollution Control Loan Fund (WPCLF) and Water Supply Revolving Loan Account (WSRLA) revolving funds, EPA provides capitalization grants to each State which in turn provides funding assistance to eligible recipients within the State. Typically, the assistance recipients are municipal or other local governmental entities that manage the funds. Occasionally, the assistance recipients may be a private for profit or not for profit entity. Although EPA and the State are responsible for ensuring assistance recipients incorporate the wage rate requirements set forth herein as part of contracts for WPCLF and WSRLA funding, the assistance recipient has the primary responsibility to maintain payroll records and for compliance with Davis-Bacon Act requirements as described below.

Municipal Or Other Local Governmental Entities Recipient's Responsibilities

The following is intended to help assistance recipients understand and meet their obligations related to Davis-Bacon (DB). Each assistance recipients should, however, review the contract/subcontract requirements that are set forth later in this document for a more full understanding of DB obligations.

Prior to advertising for bids:

- > Obtain the wage determination for the locality in which a covered activity subject to DB will take place from the Department of Labor (DOL) at www.wdol.gov.
- > Incorporate these wage determinations into the request for bids.
- > Include the required contract provisions (see below) into the contract documents.
- > Require prime contracts to include provisions that subcontractors follow the wage determination incorporated into the prime contract.

During the advertisement period:

- > Monitor www.wdol.gov on a weekly basis to ensure that the wage determination contained in the request for bids remains current.
- > If DOL modifies the DB wage determination more than 10 days prior to the bid opening, issue an addendum reflecting the modification.
- > If DOL modifies or supersedes the DB wage determination less than 10 days prior to bid opening and you cannot issue an addendum for the change, you must request a finding from Ohio EPA that there is not reasonable time to notify interested contractors of the modification of the wage determination. The Ohio EPA will give you a report of its findings.

After opening bids:

- > If the contract(s) aren't awarded within 90 days of the bid opening you must monitor www.wdol.gov on a weekly basis to ensure that wage determinations used in the bids remain current.
- > If the contract(s) aren't awarded within 90 days of the bid opening, any modifications or supersedes that DOL makes to the wage determination must be incorporated into the contract unless (1) you request an extension from Ohio EPA AND (2) Ohio EPA obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv).

After contracts are signed and during construction:

- > Review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
- > DOL may issue a revised wage determination applicable to one or all of your contracts after the award of the contract or execution of the change order which incorporated DB requirements into the contract if DOL determines that you have failed to incorporate a wage determination or have used a wage determination that clearly does not apply to the contract. If this occurs, you shall either terminate the contract or change order and rebid the contract OR incorporate DOL's wage determination retroactive to the beginning of the contract by change order. The contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.
- > Periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. You must use Standard Form 1445 or equivalent documentation to memorialize the interviews.
- > Establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, you must:
 - conduct all interviews in confidence.
 - conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract.
 - conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB.
 - immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements.
- > Periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. You must:
 - establish and follow a spot check schedule based on your assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract.
 - spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract at a minimum.
 - conduct more frequent spot checks if the initial spot check or other information indicates that there

is a risk that the contractor or subcontractor is not complying with DB.

- during the examinations, verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

> Periodically review contractors' and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the DOL or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews.

> Immediately report potential violations of the DB prevailing wage requirements to Andrew Lausted at EPA Region V at 312-886-0189 and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.

If contracts have already been signed and DB requirements need to be incorporated:

> If contracts have already been signed prior to WPCLF/WSRLA funding being provided, you must issue a change order, task order, work assignment or similar legally binding instrument and incorporate the appropriate DOL wage determination from www.wdol.gov as well as the required contract provisions into the contract(s).

> Initiate the contractor and subcontractor review and wage interview requirements as described above and provided in the **Contract And Subcontract Provisions**.

**Private For Profit Or Not For Profit (Non-Governmental) Entities
Recipient's Responsibilities**

The requirements, responsibilities and contract provisions for Private For Profit or Not For Profit Entities (Non-Governmental Entities) is exactly the same as for Municipal Or Other Local Governmental Entities EXCEPT for the following:

Prior to advertising for bids:

> Obtain the proposed wage determinations for specific localities from www.wdol.gov.

> Submit the wage determination to Ohio EPA for approval prior to inserting the wage determination into the solicitation unless subsequently directed otherwise by Ohio EPA.

Contract And Subcontract Provisions For Contracts In Excess Of \$2,000

The following language must be included in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part with WPCLF or WSRLA funds and which is subject to the labor standards provisions of any of the acts listed in §5.1:

NOTE: Modify the first sentence to include the name of the WPCLF/WSRLA funding recipient prior to including these provisions in the contract documents.

Wage Rate Requirements

As used in these provisions "subrecipient" means _____ (fill in WPCLF/WSRLA funding recipient name here).

(a) The following applies to any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public

work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1.

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.wdol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the subrecipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department

of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the

plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the subgrant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5(a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees --

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe

benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Contract Provision For Contracts In Excess Of \$100,000 And Subject To The Overtime Provisions Of The Contract Work Hours And Safety Standards Act

The following language must be included in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These provisions are to be included in addition to the provisions for contracts in excess of \$2,000. As used in these paragraphs, the terms laborers and mechanics include watchmen and guards.

(b) Contract Work Hours and Safety Standards Act. The following applies to any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. As used in these paragraphs, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Contract Provision For Contracts In Excess Of \$100,000 Subject ONLY To The Contract Work Hours And Safety Standards Act

In addition to the provisions for contracts in excess of \$2,000, for any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, you must insert clauses requiring:

(c) The following applies to any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1.

The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

The records shall be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Ohio EPA, EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Violating Facilities

Violating Facilities:

The Contractor agrees to comply with all applicable standards, orders or requirements under Section 306 of the Clean Air Act, 42 USC 1857 (h), Section 508 of the Clean Water Act, 33 USC 1368, Executive Order 11738, and EPA regulations, 40 CFR Part 32, which prohibits the use under non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

Materials Testing

Testing Services

1. Contractor shall appoint, employ, and pay for specified services of an independent firm to perform testing.
2. The independent firm will perform tests and other services specified in individual specification sections and as required by the Architect/Engineer.
3. Testing and source quality control may occur on or off the project site. Perform offsite testing as required by the Architect/Engineer or the Owner.
4. Reports will be submitted by the independent firm to the Architect/Engineer and Contractor, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
5. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
 - a. Notify Architect/Engineer and independent firm 24 hours prior to expected time for operations requiring services.
 - b. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
6. Testing does not relieve Contractor to perform Work to contract requirements.
7. Re-testing required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Architect/Engineer. Payment for re-testing will be charged to the Contractor by deducting testing charges from the Contract Sum/Price.

***SPECIAL
PROVISIONS***

SPECIAL PROVISIONS

General

1.1	Material and Workmanship	1
1.2	Subcontracting	1
1.3	Scope of the Work	1
1.4	Permits, Certificates, Law and Ordinances	2
1.5	Boundaries of the Work	2
1.6	Protection of the Site	2
1.7	Utilities and Transportation Charges	2
1.8	Competent Workmen	3
1.9	Survey and Staking	3
2.0	Construction Schedule	3

Clearing and Grubbing

1.1	General	A-1
1.2	Clearing and Grubbing	A-1, 2
1.3	Coordination	A-2
1.4	Preparation	A-2
1.5	Scalping	A-2, 3
1.6	Disposal of Debris	A-3
1.7	Spoil Site Permit	A-3
1.8	Compensation	A-3

Excavation and Backfill

1.1	General	B-1
1.2	Disposal	B-1
1.3	Standard Proctor Test	B-1
1.4	Compaction	B-1
1.5	Top Soil	B-1,2
1.6	Selected Backfill	B-2
1.7	Special Backfill Material	B-2
1.8	Granular Pipe Bedding Material	B-2
1.9	Controlled Density Fill (CDF) Material	B-2

Sub-grade Compaction

1.1	General	C-1
1.2	Compensation	C-1

SPECIAL PROVISIONS

Aggregate Base, Stone Drives and Parking Lots

1.1	General	D-1
1.2	Material	D-1
1.3	Placement	D-1
1.4	Compensation	D-1

Tack Coat and Prime Coat

1.1	General	E-1
1.2	Material and Application	E-1
1.3	Measurements and Payment	E-1

Asphalt Concrete Pavement, Parking & Drives

1.1	General	F-1
1.2	Material Placement	F-1
1.3	Transition Joints for Bituminous Concrete Pavement Overlay	F-2
1.4	Bituminous Driveways	F-2
1.5	Milled Asphalt Base	F-3
1.6	Joint Sealer	F-3
1.7	Measurement and Payment	F-3

Concrete Curbs

1.1	General	G-1
1.2	Type of Curb	G-1
1.3	Construction Joints	G-1
1.4	Concrete	G-1, 2
1.5	Measurement	G-2

Concrete Drive & Alley Replacement

1.1	General	H-1
1.2	Material	H-1
1.3	Placement	H-2
1.4	Measurement and Payment	H-2

Concrete Walks and Ramps

1.1	General	I-1
1.2	Materials	I-1
1.3	Placement	I-1
1.4	Measurements and Payment	I-1
1.5	Compensation	I-2

Storm Sewers

SPECIAL PROVISIONS

1.1	General	J-1
1.2	Pipe and Fittings	J-1, 2
1.3	Trenches	J-3
1.4	Pipe Embedment	J-3
1.5	Pipe Laying	J-3, 4
1.6	Rigid Pipe Installation	J-4
1.7	Flexible Pipe Installation	J-4, 5
1.8	Combined Sewers	J-5
1.9	Back-filling	J-5, 6
2.0	Sewer Cleaning	J-6
2.1	Measurement and Compensation	J-6

Sanitary Sewer

1.0	Scope	K-1
1.1	General	K-1, 2
1.2	Work Not Included	K-2
1.3	Pipe and Fitting	K-2, 3
1.4	Trenches	K-3
1.5	Pipe Embedment	K-4
1.6	Pipe Laying	K-4
1.7	Flexible Pipe Installation	K-4
1.8	Backfilling	K-5
1.9	Backfilling Continued	K-5
2.0	New Sanitary Sewers	K-5, 6
2.1	Sanitary Sewer in Relation to Water Mains	K-6, 7
2.2	Service Connections	K-7, 8
2.3	Crossing Existing Water and Gas Lines	K-8, 9
2.4	Televising and Deflection Testing	K-9
2.5	Testing for Leakage	K-9-12
2.6	Sewer Cleaning and Televising	K-12
2.7	Measurements	K-12
2.8	Payment	K-12, 13

Field Tile and Existing Storm Sewer Repair

1.1	General	L-1
1.2	Pipe Material	L-1
1.3	Measurement and Payment	L-1

SPECIAL PROVISIONS

Catch Basins & Inlets

1.0	Scope	M-1
1.1	General	M-1
1.2	Submittals	M-1
1.3	Catch Basins Abandoned	M-1
1.4	Catch Basins Base	M-1
1.5	Catch Basins	M-1
1.6	Casting, Grates and Frames	M-1
1.7	Compensation	M-1

Sanitary Manholes

1.1	General	N-1
1.2	Materials	N-1
1.3	Testing	N-2,3
1.4	Payment	N-3

Water Line

1.1	General	O-1
1.2	Poly Vinyl Chloride	O-1
1.3	Quality Control Testing	O-1
1.4	Inspection and Certification by the Manufacturer	O-1
<u>Section 2: Fittings</u>		
2.1	General	O-2
2.2	Working Pressure	O-2
2.3	Linings	O-2
2.4	Exterior Coatings	O-2
<u>Section 3: Valve and Valve Boxes</u>		
3.1	Line Valves and Watch Valves	O-2, 3
3.2	Line Valve Boxes and Watch Valve Boxes	O-3
<u>Section 4: Chlorination and Pressure Testing</u>		
4.1	General	O-3
4.2	Application	O-3, 4
4.3	Pressure Test	O-4, 5
4.4	Bacteriological Test	O-5, 6
4.5	Completion of Tests	O-6
<u>Section 5: Granular Bedding and Backfill Material</u>		
5.1	Granular Bedding	O-6
5.2	Granular Backfill	O-6, 7
<u>Section 6: Water Line Construction</u>		
6.1	General	O-7
6.2	Material Handling	O-7
6.3	Barricades, Guards and Safety Provisions	O-7

SPECIAL PROVISIONS

6.4	Maintenance of Traffic	O-8
6.5	Protection of Property and Structures	O-8
6.6	Connection to Existing Mains	O-8, 9
6.7	Alignment and Grade	O-9
6.8	Obstructions	O-9
6.9	Additional Excavation	O-9
6.10	Trench Width	O-10
6.11	Excavated Material	O-10
6.12	Backfill	O-10
6.13	Thrust Blocking	O-10
6.14	Ditch or River Crossing	O-10, 11
6.15	Field Tile Repair	O-11
6.16	Trench Maintenance	O-11
	<u>Section 7: Fire Hydrants</u>	
7.1	Furnishing	O-11, 12
7.2	Distance from Curb or Berm	O-12
7.3	Paint	O-12
7.4	Installation	O-13
7.5	Cost of Water Purchased	O-13
7.6	Depth	O-13
7.7	Drainage	O-13
	<u>Section 8: Boring</u>	
8.1	Boring	O-13
8.2	Casing Pipe	O-14
8.3	Wall Thickness	O-14
8.4	Coating	O-14
8.5	Welding	O-14
8.6	Boring	O-14
	<u>Section 9: Pipe Restraints</u>	
9.1	Pipe Restraint Clamps	O-15
9.2	Tie Rod, Nuts & Washers	O-15
9.3	Eye Bolts to be used with Threaded Rod	O-15
	<u>Section 10: Water Services</u>	
10.1	General	O-15
10.2	Tapping Saddles, Corporation stops & Curb Values	O-15
10.3	Curb Boxes	O-15
10.4	Service Pipe	O-16
10.5	Service Pipe Couplings	O-16
	<u>Section 11: Compensation</u>	
11.1	Compensation for Water Line	O-16, 17

SPECIAL PROVISIONS

Sodding, Seeding and Mulching

1.1	General	P-1
1.2	Top Soil	P-1
1.3	Sod	P-1
1.4	Seed	P-1
1.5	Fertilizer	P-1
1.6	Alternate Seed Mixtures	P-2
1.7	Compensation for Seeding	P-2

Laboratory Services

1.1	General	Q-1
1.2	Testing	Q-1, 2
1.3	Plant Inspections	Q-2
1.4	Equipment	Q-3
1.5	Coordination	Q-3
1.6	Field Testing (Minimum Requirements)	Q-3

Allowances

1.1	General	R-1
1.2	Internal Plumbing	R-1

Site Plantings & Trees

1.1	General	S-1
	<u>Section 2: Trees</u>	S-1
2.1	General	S-1
2.2	Materials	S-1
2.3	Coordination	S-1

Pollution Control

1.1	General	T-1
1.2	Requirements	T-1
1.3	Sediment Control	T-2
1.4	Construction on Slopes	T-2,3
1.5	Stream Crossings	T-3
1.6	Storm water Pollution Prevention Plan	T-3
1.7	Dust Control	T-3

Supplemental Specification 832 Temporary Sediment
And Erosion Control

SPECIAL PROVISIONS

Audio & Video Recording

1.1	General	U-1
1.2	Schedule	U-1
1.3	Definitions	U-1, 2
1.4	Submittals	U-2
1.5	Audio-video Recording	U-2
1.6	Audio-video Outputting	U-2
1.7	Auxiliary Lighting	U-2
1.8	Filing System	U-3
1.9	Production	U-3, 4
2.0	Inspection	U-4
2.1	Measurement	U-4
2.2	Payment	U-4

Traffic

1.1	Maintaining Traffic	V-1
-----	---------------------	-----

Other Items of Work

1.1	General	W-1
-----	---------	-----

SPECIAL PROVISIONS

GENERAL

LA 2012

SPECIAL PROVISIONS GENERAL

1.1 – Materials and Workmanship

Unless otherwise stipulated in the specifications, all workmanship, equipment, materials and articles incorporated in the work covered by this contract are to be new and of the best grade of their respective kinds for the purpose. The Contractor shall, if required furnish such evidence as to kind and quality of materials. The Contractor shall furnish to the Owner for his approval, the names of the manufacturer of machinery, mechanical and other equipment, which he contemplates installing together with their performance capacities and other pertinent information.

If not specified in detail, material or work called for in this contract shall be furnished and performed in accordance with well known, established practices and standards recognized by architects, engineers and the trade.

When required by the Owner or by the specifications, the Contractor shall furnish the Owner for approval full information concerning the materials or articles which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials and articles installed or used without such approval shall be at the risk of subsequent rejections.

1.2 – Subcontracting

The Contractor shall not subcontract any portion of this work without written permission of the Owner, and said written permission shall not relieve the Contractor of full responsibility for all acts and omissions of any subcontractor.

1.3 – Scope of the Work

The work to be done hereunder includes the furnishing of all labor, materials, tools, supplies and appurtenances for the construction of **Phase V Sewer Separation Project, Village of Montpelier.**

1.4 – Permits, Certificates, Law and Ordinances

The Owner will obtain the necessary approval of the plans and specifications for the Work. The Contractor shall conform to the requirements of Ohio Environmental Protection Agency and the Ohio Department of Transportation. The Contractor shall obtain and/or possess the Certificate and Licenses required of him by law for the execution of his work, in compliance with all federal, state, and local laws, ordinances or rules and regulations relating to the performance of the work.

1.5 – Boundaries of the Work

The work area limits are detailed on the plans. The Contractor shall not enter on or occupy with men, tools, equipment or material, any ground outside the property of the Owners without the written consent of the owner of such ground. Other contractors and employees or agents of the Owner may for all necessary purpose enter upon the work and premises used by the Contractor, and the Contractor shall conduct his work so as not to impede unnecessarily any work being done by others on or adjacent to the site.

1.6 – Protection of the Site

Except as otherwise provided herein, the Contractor shall protect all improvements existing to the site, and if said existing improvements are damaged by the activities or negligence of the Contractor, the Contractor shall repair same at his expense subject to the approval of the Engineer and Owner. Upon the completion of the work, the Contractor shall restore the site as nearly as possible to its original condition by removing all cuttings, drilling and debris and unused material.

1.7 – Utilities and Transportation Charges

The Contractor shall furnish all items required to complete this contract including the furnishing of all utilities, services, payment for all transportation charges, permits, etc.

1.8 – Competent Workmen

The Contractor shall employ only competent workmen for the execution of his work and all such work shall be performed under the direct supervision of an experienced superintendent satisfactory to the Engineer.

1.9 – Survey and Staking

A. Layout

The Owner will perform all surveys and construction staking for manholes including location and elevations. The contractor shall check pipe grades at the manholes and at one-hundred (100) feet intervals from the manhole.

B. Records

Contractor shall keep a neat and legible set of record drawings and notes made in conjunction with the Work. Said records shall contain all variations in dimensions, materials and other data as determined by the Engineer. Copies of such data shall be furnished to the Resident Project Representative for use in checking Contractor's Work as provided in the project requirements section.

2.0 – Construction Schedule

The Contractor shall submit, prior to any work performed, a construction schedule including a schedule of anticipated payments due to the Contractor. The schedule shall be updated monthly.

SPECIAL PROVISIONS

SECTION A ***CLEARING & GRUBBING***

SPECIAL PROVISIONS

SECTION A - CLEARING AND GRUBBING

1.1 GENERAL

The items of work included under this section shall primarily consist of removing and disposal of all trees, brush and stumps as detailed on the plans all in accord with the directions of the Engineer and Items 201 of the Standard Specifications except as modified by these Special Provisions.

1.2 CLEARING AND GRUBBING

- A. All surface objects, roots, and other protruding obstructions not designed to remain, and all trees and stumps which are within the limits of construction and require removal to permit construction shall be removed, cleared and/or grubbed. If the Contractor chooses to burn, the Contractor shall obtain all permits required. Location of burning shall be as approved by the Engineer. Paint required for cut or scarred surfaces of trees or shrubs designated to remain shall be a suitable asphaltum base paint.
- B. Only those trees and shrubs shall be removed that are in actual interference with excavation or grading work and such removal shall be subject to approval by the Engineer. The Engineer reserves the right to order additional trees or shrubs removed at no additional cost to the Owner if, in his opinion, they cannot be maintained or have been damaged by the Contractor's operations.
- C. All trees, stumps, vegetation, and debris not designated to remain shall be cleared and/or grubbed, except for special treatment as follows:
 - 1. In locations to be seeded, stumps, roots, and other protruding obstructions shall be removed to a minimum of six (6)-inches below the final ground service.
 - 2. Undisturbed stumps, roots, and non-biodegradable solid objects three (3)-feet minimum below proposed sub-grade or embankment surfaces will not require removing providing they do not extend more than six (6)-inches above the existing ground surface.
- D. At all times, the Contractor shall remain within the property lines and/or easement areas.

- E. Except in areas to be excavated, all holes resulting from the clearing and grubbing operations shall be backfilled and compacted.

1.3 COORDINATION

Clearing and Grubbing shall be performed only after the site has been surveyed and staked.

1.4 PREPARATION

- A. The Contractor shall protect and preserve all land survey monuments or property corners along the line of his work.

- 1. Where monuments, irons, or property corners are disturbed or removed due to operations under this Contract, the Contractor, at his own expense, shall employ the services of a registered land surveyor to establish, reset or replace such monuments, irons, or property corners.

- B. The Contractor shall not damage or destroy trees or shrubs nor remove or cut them without authorization by the Owner. All trees and shrubs except those ordered to be removed shall be adequately protected by the Contractor. No excavated material shall be placed so as to damage such trees and shrubs.

- 1. Trees and shrubs damaged by the Contractor shall be replaced with new stock of similar size and age, or with other stock size and age satisfactory to the Owner, at the proper season, and at the sole expense of the Contractor. Scarred surfaces shall be treated as indicated in Part 2.

- C. When or where any direct or indirect damage is done to public or private property resulting from Contractor's operations, such property shall be restored by the Contractor, at his expense, to a condition equal or better than that existing before such damage was done or to the Contractor shall make good such damage in manner acceptable to the owner of the property.

1.5 SCALPING

- A. Areas of excavation or embankment shall be scalped of brush, roots, sod, grass, crop, residue, decayed vegetable matters, and other organic materials.

- B. Scalping depth shall be only as required to remove the above. Scalping of topsoil is not included under this section.

1.6 DISPOSAL OF DEBRIS

- A. Debris resulting from the clearing and grubbing operations shall be disposed of at designated spoil sites in a legal manner, in full compliance with applicable codes and ordinances.

1.7 SPOIL SITE PERMIT

When the material and debris resulting from the clearing and grubbing operations are disposed of at locations off the project, the Contractor shall obtain and submit as specified written permission from the owner of the property upon which the material and debris are to be placed. Excavated material removed from the site may not be disposed of in a flood plane.

1.8 COMPENSATION

Full compensation for clearing and grubbing including disposal of the material, but not limited to, all labor, materials and equipment and compensation shall be allowed in other items of work and no additional compensation shall be allowed therefore.

SPECIAL PROVISIONS

SECTION B

EXCAVATION & BACKFILL

SECTION B – EXCAVATION AND BACKFILL

1.1 GENERAL

This work shall include all excavation and backfill required for installing pipe and structures as required by the plans. This work includes but is not limited to furnishing trench boxes, shoring, sheet piling, pumping, dewatering, maintaining sewer and existing sewer flows, backfilling, compacting backfill, and restoring all property to its original condition. Work also includes hauling suitable fill material from an off-site location and hauling excess excavated material to an offsite disposal area approved by the Owner. The Section for Clearing and Grubbing shall also apply to this Section.

1.2 DISPOSAL

All excavated dirt shall remain on the job site and used in the embankment unless directed otherwise by the Engineer. The Contractor shall haul excess material off site. When material is disposed of at locations off the project, the Contractor shall obtain and submit as specified written permission from the owner of the property upon which the material and debris are to be placed, and a copy shall be submitted to the owner. Excavated material removed from the site may not be disposed of in a flood plane.

1.3 STANDARD PROCTOR TEST

The Contractor shall submit a moisture density curve and a Standard Proctor Test for each type of material used for backfill.

1.4 COMPACTION

Compaction shall conform to Item #203 of the Standard Specifications. Select backfill material in grass areas shall be mechanically compacted to 95% of maximum dry density. Compaction of granular backfill material shall be at least 95% of the maximum dry density as determined by the Standard Proctor Test. An outside laboratory will perform the compaction testing. Material compacted to less than 95% of maximum density will be re-compacted and tested at the Contractor's expense.

1.5 TOP SOIL

Topsoil obtained from offsite shall consist of loose, friable, loamy topsoil without admixture of subsoil or refuse. It shall be reasonably free from peat, muck, roots, hard clay, coarse gravel, stones, weeds, tall grass, brush, sticks, or other litter. Each load of topsoil shall be subject to the approval of the Engineer.

The fraction of topsoil, passing a No. 10 sieve, shall contain not more than 40% clay. Topsoil shall contain not less than 5% nor more than 20% organic matter as determined by loss on ignition of oven-dried samples to constant weight at 212 degrees Fahrenheit.

1.6 SELECTED BACKFILL

Selected backfill shall be excavated material approved by the Engineer for use as backfill in designated locations.

1.7 SPECIAL BACKFILL MATERIAL

Special backfill material shall conform to ODOT 304, crushed limestone.

1.8 GRANULAR PIPE BEDDING MATERIAL

Granular pipe bedding material shall be well-graded durable crushed gravel, crushed stone meeting the grading requirements of ODOT Table 703.01, size 67. Bedding material containing a greater percentage of larger sized aggregate shall be furnished if ordered by the Engineer.

1.9 CONTROLLED DENSITY FILL (CDF) MATERIAL

A. Controlled density fill material shall be a cement base fill material that can be deposited in a fluid state. It shall be composed of Portland cement and approved filler material. The mixture shall meet the following requirements:

Cement:	100 pounds/cubic yard
Filler Material:	250 pounds/cubic yard
Sand (S.S.D.):	2,850 pounds/cubic yard
Water:	500 pounds/cubic yard
Comprehensive Strength:	
Min:	100 psi
Max:	500 psi

B. Filler material shall consist of mineral aggregates, slag, or fly ash. Metals, soils, or organic material will not be permitted.

SPECIAL PROVISIONS

SECTION C

SUBGRADE COMPACTION

SECTION C - SUBGRADE COMPACTION

1.1 GENERAL

This work shall include all compaction of the sub-grade required by the plans. This work shall be done in conformance with these provisions and Item #203 of the Standard Specifications.

1.2 COMPENSATION

Full compensation for sub-grade compaction in accord with these Special Provisions including, but not limited to, all labor, materials, supplies and equipment shall be included in other items and no additional compensation shall be allowed therefore.

SPECIAL PROVISIONS

SECTION D
AGGREGATE BASE, STONE DRIVES
& PARKING LOTS

SECTION D - AGGREGATE BASE, STONE DRIVES AND PARKING LOTS

1.1 GENERAL

This work shall include the furnishings, placing and compacting of aggregate base, stone drives, and parking lots including furnishing all water required for compacting, in accordance with these provisions and Item #304 and Item #411 of the Standard Specification.

1.2 MATERIAL

Aggregate base and aggregate drives shall be crushed limestone and shall conform to the provisions of Item #304 and Item #411 of the Standard Specifications and shall be the depth as specified in the plans as directed by the Engineer. A modified Proctor Test shall be done for all aggregate material delivered to the job. Delivery slips from the suppliers shall be given to the inspector at the unloading site. Tickets shall include but not be limited to name of source, date, type of material and weight.

1.3 PLACEMENT

Stone aggregate shall be on the sub-grade prepared in accord with the provisions of Item #203 of the Standard Specifications. Placement of the aggregate base shall conform to the provisions of Item #304 of the Standard Specifications. Placement of stone aggregate drives, berms and parking lots shall conform to the provisions of Item #411 of the Standard Specifications. The stone aggregate shall be compacted to 95% of the maximum dry weight, density as determined by the Standard Proctor Test Procedure. Aggregate that does not meet the density required shall be re-compacted and tested at the Contractor's expense. Water used for the compaction shall be at the Contractor's expense.

1.4 COMPENSATION

Full compensation for furnishing, placing and compacting of the aggregate stone including furnishing and placing the water for compaction in accord with these Special Provisions including but not limited to all labor, materials, supplies and equipment shall be included in the unit price bid per lineal foot of pipe and no additional compensation shall be allowed therefore. As directed by the owner, aggregate base placed outside of five (5) feet trench width will be paid at the unit priced bid per cubic yard.

SPECIAL PROVISIONS

SECTION E
TACK COAT
&
PRIME COAT

SECTION E - TACK COAT AND PRIME COAT

1.1 GENERAL

This item consist of applying a bituminous tack coat to Portland cement base or existing pavement prior to the placement of asphaltic concrete wearing surface, or applying a bituminous prime coat to aggregate base prior to the placement of an asphaltic concrete course or seal coat.

1.2 MATERIAL AND APPLICATION

Bituminous material for tack coat and the application thereof shall conform to the provisions of Item #407 of the Standard Specifications. Tack coat is to be applied as specified on the plans. Tack coat shall be RS-1 or SS-1 or SS-1h, or CSS-1h

Bituminous material for prime coat and application thereof shall conform to the provisions of Item #408 of the Standard Specifications. Prime coat is to be applied at the rate as specified on the plans. Prime coat shall be MC-30, MC-70, or MC-250.

1.3 MEASUREMENT AND PAYMENT

Full compensation for all labor, material, supplies and equipment to furnish and place tack coat or prime coat shall be included in the unit price bid and no additional compensation shall be allowed therefore.

SPECIAL PROVISIONS

SECTION F
ASPHALT,
CONCRETE PAVEMENT
PARKING & DRIVES

SECTION F - ASPHALT CONCRETE PAVEMENT, PARKING & DRIVES

1.1 GENERAL

This work shall consist of furnishing and placing a leveling course, an asphalt surface course and asphalt base course mixed in a central plant all in accordance with these provisions and Item# 301 and Item# 401 of the Standard Specification.

1.2 MATERIAL PLACEMENT

Material, surface preparation, placement, spreading and furnishing of the asphaltic concrete pavement shall conform to the provisions of Item #301 and Item #448 of the Standard Specifications.

Delivery tickets from the asphalt suppliers shall be given to the inspector at the unloading site. Tickets shall include but not limited to name of source, date, type of material, and weight.

- A. Bituminous Material – The asphalt cement shall be PG64-22M performance grade (design temperature) and shall meet the requirements of ODOT Item 702.01.
- B. Aggregate – The aggregate shall meet the requirements of ODOT Items 401 and 703.04 for asphalt concrete base and ODOT Item 703.05 for asphalt concrete.
- C. Design Mix – All bituminous mixes shall meet the requirements of ODOT Item #401.
 - 1. Bituminous aggregate base mix shall meet the requirements of ODOT Item #301.
 - 2. Asphalt concrete mix for leveling course shall meet the requirements of ODOT Item #441. The type shall be as shown on the pavement details.
 - 3. Asphalt concrete mix for surface course and overlays shall meet the requirements of ODOT Item #441. The type shall be as shown on the pavement details.

1.3 TRANSITION JOINTS FOR BITUMINOUS CONCRETE PAVEMENT OVERLAY

A. Types of Transition Joints:

1. Transition joints shall be either butt type or feathered type as directed by the Engineer.
2. Butt joints shall be used on State and Federal roads and main thoroughfares and feathered joints used elsewhere unless otherwise specified.
3. Butt Joints:
 - a. When a butt joint is called for on the Drawings or specified, the old surface shall be cut back for at least 3-feet to a depth of at least 1-inch for the full width of the joint and pavement installed.
 - b. A bituminous seal shall be placed on the finished surface at the junction of the new and old pavements.
4. Feathered Joint:
 - a. Feathered joints shall be constructed by manually raking the paving material to a smooth transition from the full depth material to the existing pavement surface.
 - b. Existing pavement surface shall be tack coated to include the transition area.
 - c. Feathering shall be done by a workman skilled in the operation and shall be approved by the Resident Project Representative.

1.4 BITUMINOUS DRIVEWAYS

- A. Bituminous driveways and parking lots shall be constructed as shown on the Drawings and using materials specified for asphalt concrete pavement. Placement shall be in accordance with ODOT Item #401.
- B. Replacement of bituminous driveways and parking lots shall conform to this Section but in no case be inferior to that being replaced.

1.5 MILLED ASPHALT BASE

- A. Where shown on the Drawings, existing asphalt concrete pavement shall be milled or pulverized, then spread, graded, and compacted as the base for a new paved roadway surface. The full depth of the existing asphalt pavement shall be milled, but care shall be taken to prevent unsuitable sub-grade materials from mixing with the milled asphalt.
- B. The milled asphalt pavement shall be free of contamination and uniform in composition. The gradation and physical characteristics of the material shall be similar to ODOT Item #304 – Aggregate Base, except variations will be allowed to the extent that the material will compact to the satisfaction of the Engineer. A maximum of five percent (5%) larger than two (2)-inches in size will be tolerated provided it can be incorporated into the work with satisfactory results.
- C. To improve stability, the milled asphalt may be mixed with asphalt cement or asphalt emulsion at a rate and by a method approved by the Engineer. If ordered by the Engineer, water shall be applied to aid in compaction and prevent segregation of the material. The water shall be added in a manner that will not soften the sub-grade.

1.6 JOINT SEALER

- A. All joints between new and existing asphalt shall be sealed and in accordance with ODOT specifications.

1.7 MEASUREMENT AND PAYMENT

Payment for asphaltic concrete trench paving shall be based on the actual cubic yards of the pavement replaced measured perpendicular to the centerline of the sewer. No payment shall be made for the width in excess of four (4) feet plus nominal pipe diameter except where a greater width is specified by the Engineer.

Payment for full width asphaltic concrete shall be based on the actual cubic yards of asphaltic concrete used as directed by the Engineer. This item shall include full width paving and intersection repaving.

Compensation for all labor, materials, supplies and equipment for the placement of specified thickness of asphaltic concrete pavement including surface preparation, spreading and furnishing shall be included in the unit price bid per square yard or cubic yard of asphaltic concrete as specified in the proposal and no additional compensation shall be allowed therefore.

SPECIAL PROVISIONS

SECTION G

CONCRETE CURBS

SECTION G - CONCRETE CURBS

1.1 GENERAL

Work under this item shall consist of removing and replacing a curb conforming to details shown on the plans and in accordance with these provisions, Standards of the Village of Montpelier and Item #609 of the Standard Specifications. This work shall include preparation of the sub-grade, base and pouring the concrete curbs.

1.2 TYPE OF CURB

The type of curb shall be the same as that removed and shall conform to the details as shown on the plans.

1.3 CONSTRUCTION JOINTS

The existing curb shall be saw cut and at each construction joint 2-3/4" x 2' long smooth round bars shall be installed with 1" expansion material. Contraction joints shall be placed at approximately ten (10) feet intervals.

1.4 CONCRETE

- A. All concrete used shall be Class C as specified in ODOT Item #499.
- B. Reinforcing steel and dowel bars shall be as specified in ODOT Items 709.09, 709.10, 709.12, and 709.13.
- C. Other materials required for placing concrete shall be as follows:
 - 1. Rubber-Asphalt Joint Sealer:
 - a. Hot Applied Sealer – ODOT Item 705.04
 - 2. Preformed Elastic Joint Sealer – ODOT Item 705.11
 - 3. Preformed Filler – ODOT Item 705.03
 - a. Fiber Filler – ASTM D-1751 (AASHTO M213).
 - b. Sponge Filler – ASTM D-1752, Type I (AASHTO M153, Type I).
 - 4. Curing Materials:
 - a. Burlap Cloth – ODOT Item 705.05 (AASHTO M182, Class 2).

- b. Sheet Materials – ODOT Item 705.06
- c. Transparent Membrane – ODOT Item 705.07 (ASTM C-309 Type I Class B).
- d. White Membrane – ASTM C-309 Type II Class B as modified by ODOT Item 705.07

1.5 MEASUREMENT

Curb replaced due to sewer installation will be paid on a per each price. As directed by the owner, curb installed in excess of five (5) feet at each trench location will be paid at the unit price bid per lineal feet.

The footage measured will be the actual number of lineal feet of curb in place, measured along the gutter or per each.

SPECIAL PROVISIONS

SECTION H

CONCRETE DRIVE & ALLEY REPLACEMENT

SECTION H CONCRETE DRIVE & ALLEY REPLACEMENT

1.1 GENERAL

This Item consists of placing Concrete Drives and Alleys removed or disturbed by the construction as directed by the Engineer.

1.2 MATERIAL

Concrete shall be non-reinforced and shall conform to these provisions and Item #452 of the Standard Specifications and shall be the depth as specified on the plans as directed by the Engineer.

- A. All concrete used shall be Class C as specified in ODOT Item #499.
- B. Reinforcing steel and dowel bars shall be as specified in ODOT Items 709.09, 709.10, 709.12, and 709.13.
- C. Other materials required for placing concrete shall be as follows:
 1. Rubber-Asphalt Joint Sealer:
 - a. Hot Applied Sealer – ODOT Item 705.04.
 2. Preformed Elastic Joint Sealer – ODOT Item 705.11.
 3. Preformed Filler – ODOT Item 705.03:
 - a. Fiber Filler – ASTM D-1751 (AASHTO M213).
 - b. Sparger Filler – ASTM D-1752, Type I (AASHTO M153, Type I).
 4. Curing Materials:
 - a. Burlap Cloth – ODOT Item 705.05 (AASHTO M182, Class 2).
 - b. Sheet Materials – ODOT Item 705.06.
 - c. Transparent Membrane – ODOT Item 705.07 (ASTM C-309 Type I Class B)
 - d. White Membrane – ASTM C-309 Type II Class B as modified by ODOT Item 705.07.

1.3 PLACEMENT

Concrete shall be placed on a sub-grade prepared in accord with these provisions and Item #203 of the Standard Specifications. The Concrete drive shall be class "C" concrete with 4.5 – 6.0% of air entrainment.

Expansion joint filler ½-inch thick shall be installed at intervals of 24-feet maximum. One-inch expansion joint filler shall be installed between the driveway and any fixed structure. Concrete drive shall be saw cut to 1/5 of the thickness of the concrete at a maximum of 10 feet intervals.

Item concrete curb shall also pertain to this section.

1.4 MEASUREMENT AND PAYMENT

Payment for concrete driveways and alleys shall be based on the actual width measured perpendicular to the centerline of the storm sewer. In all cases, the thickness shall not be less than six (6) inches unless directed by the Engineer. No compensation shall be paid for width in excess of four (4) feet plus nominal diameter of pipe, unless otherwise directed by the Owner.

Compensation for all labor, material, supplies and equipment for the placement of the concrete drive and alleys including the sub-grade preparation and placement of concrete shall be included in the unit price bid for concrete drive and alley and no additional compensation allowed therefore.

SPECIAL PROVISIONS

SECTION I
CONCRETE WALKS
&
RAMPS

SECTION I - CONCRETE WALKS AND RAMPS

1.1 GENERAL

This item consists of placing concrete walks and wheel chair ramps removed or disrupted by the construction and as directed by the Engineer.

1.2 MATERIALS

The concrete walks and ramps shall conform to these provisions and Item #608 of the Standard Specifications and shall be the depth as specified on the plans or as directed by the Engineer. The concrete shall have a three (3)-inch slump and 4.5 – 6.0% air entrainment when placed. Wheel chair ramps shall have 2' x 4' rumble brick per ODOT Specifications.

Unless otherwise indicated on the Drawings, concrete sidewalks shall be a minimum of 4-feet-0-inch wide and four (4)-inch thickness of concrete. Concrete walk removed and replaced shall be equal to the section removed.

The surface of the walks shall be divided into equally spaced blocks at approximately 5-foot intervals. Expansion joint filler ½-inch thick shall be installed between the walk and any fixed structure, at all changes in direction or shape and at intervals of 20-feet maximum. The expansion joint filler shall be 1-inch thick where the walk is installed against the back of the curb. The filler shall be recessed ½-inch from top of finished surface.

Sidewalks shall be reinforced with WWF 6 by 6 – W 2.0 by W 2.0 reinforcing mesh.

At each construction joint between new and old sidewalk a minimum of two ½" to 12" dowel bars at a maximum spacing of 4-feet shall be installed.

Surface of new sidewalks shall be broomed to slightly roughen surface. On sections of sidewalk to be replaced, the surface texture shall match the adjoining.

1.3 PLACEMENT

The concrete shall be placed on a sub-grade prepared in accord with these provisions and Item #203 of the Standard Specifications.

1.4 MEASUREMENTS AND PAYMENT

Payment for concrete walks shall be based on the actual square feet place. Payment for wheel chair ramps shall be based on the number of each installed.

1.5 COMPENSATION

Compensation for all labor, material, supplies and equipment for the placement of concrete walks including sub-grade preparation, placement of concrete, expansion material, forming, and finishing shall be included in the unit price bid per square feet of walk and no additional compensation shall be allowed therefore.

Compensation for wheel chair ramps shall include cost of additional materials, grading, forming, and finishing not included in the new walks.

SPECIAL PROVISIONS

SECTION J

STORM SEWERS

SECTION J – STORM SEWERS

1.1 GENERAL

The work included in this item consists of furnishing all labor, materials, tools, equipment, pipe, pipefitting and appurtenances to construct storm sewers in accord with the detailed plans, the direction of the Engineer, these Special Provisions and item #611 of the Standard Specifications.

1.2 PIPE AND FITTINGS

Pipe, fittings and appurtenances shall conform to the manufacturer's specifications and to the Standard Specifications.

All pipe and appurtenances shall be appropriately marked for purpose of identification. The material and methods of manufacture, and the completed pipes, fittings, and appurtenances shall be subject to inspection and rejection at all times. Owner and the Engineer have the right to make inspection.

A. Poly Vinyl Chloride (PVC) Sewer Pipe:

All pipe 15" or less in size shall meet the requirements of ASTM D-3034, SDR35 or ASTM C76m (III). All other pipe and fittings, as applicable for the size and material involved, shall meet the requirements of ODOT Item #603, Type B and Type C. The pipe shall be of the elastomeric gasket joint (integral bell) type. Joints shall be of the push-on type with gaskets meeting the requirements of ASTM F477. Joints materials and testing shall conform to ASTM D-3212.

B. Acrylonitrile-Butadrene-Styrene (ABS) Pipe six (6)-inch and Smaller:

1. All pipe and fittings shall conform to ASTM D-2751, except that wyes and tees shall be die cast or fabricated using saddle adapters.

C. Non-reinforced Concrete Pipe:

1. Non-reinforced concrete pipe and specials shall conform to ASTM C-14. Class 3 pipe shall be used unless specified otherwise or shown otherwise on the Drawings.
2. Unless otherwise specified, joints shall be O-ring type. O-ring joints shall conform to ASTM C-443.

3. If tongue and groove joints are specified, they shall be sealed with flexible watertight gaskets meeting or exceeding all requirements of Federal Specifications SS-S-06210 (GSA, FSS Washington, D.C.) "Sealing Compounds, Preformed Plastic for Pipe Joints," Type 1 Ropeform. Such gaskets may be RAMNEK as manufactured by K.T. Snyder Co., Inc. of Houston, Texas; KENTSEAL No. 2 Joint Sealant as manufactured by Hamilton Kent Mfg. Co. of Kent, Ohio; or equal.

D. Reinforced Concrete Pipe:

1. Reinforced concrete pipe and specials shall conform to ASTM C-76 Wall B (minimum) of classes designated on the Drawings.
2. Unless specified otherwise, joints shall be O-ring type. Joints for sanitary sewers shall conform to ASTM C-361. Joints for storm sewers shall conform to ASTM C-443.

E. Service Pipe:

1. All service connections shall be made using a wye and a bend. Tees shall be used only as directed by the Engineer. Tees and wyes shall be die cast or factory fabricated and shall be SDR26, as manufactured by Plastic Trends, or approved equal. All service pipe shall be ASTM D-3034 SDR 35.

At the end of all fittings, pre-manufactured tees, etc., and of all installations with "ribbed" pipe, the final fitting at the "plug" shall be SDR 35 compatible. Non-compatible joints shall be made using banded neoprene couplings as manufactured by Fernco, Inc., or equal. All cost of fittings shall be the responsibility of the Contractor.

Pipe stoppers (or end caps) shall be provided to close service connections not immediately connected to an existing sewer and stubs shall be provided for future sewer. Pipe stoppers shall be designed for use as a permanent or temporary plug, shall be watertight, and shall be removable without damaging the pipe. Any pipe damage when installing or removing pipe stoppers shall be replaced at the expense of the Contractor.

The pipe shall be installed in accordance with ASTM D-2321, and with the requirements of these specifications. Any requirements in these specifications which may be in conflict or inconsistent with the requirements of ASTM D-2321 shall be void to the extent of such conflict or inconsistency.

1.3 TRENCHES

For rigid pipes the width of trench at the top of pipe 24-inch in diameter or less shall not exceed the outside diameter of the pipe or encasement, plus 9-inch on both sides of the pipe measured to the face of the trench or to the back of the sheeting when used. For pipe having a diameter greater than 24-inch, the width of trenches at the top of the pipe shall not exceed the outside diameter of the pipe or encasement, plus 15-inch on each side of the pipe measured as specified above.

For flexible pipe the actual trench width used for installation may be in accordance with ASTM D-2321. Whenever the maximum allowable trench width (below the level of the top of the pipe) is exceeded for any reason, the Owner or Engineer reserves the right to direct the Contractor to utilize pipe of greater strength, to modify the type of backfill to embed the pipe in concrete, or to utilize a combination of these procedures, all at the expense of the Contractor.

Trench excavation shall include the removal of existing manholes and drainage structure in the line of construction. Castings removed shall remain the property of the Owner and shall be delivered to and placed in storage by the Contractor at a site as directed by the Owner.

Prior to open trenches entering the paved limits of the street, alley, driveway, sidewalk, or parking area, the pavement shall be neatly cut for its full depth, removed and disposed of off the project site.

Trenches shall be kept sufficiently free of water during the pipe laying and joining. When water exists in the trenches at the time of pipe laying, the Contractor shall de-water the trench at his expense.

1.4 PIPE EMBEDMENT

Pipe embedment shall include the material placed six (6)-inches beneath, around and to six (6)-inches above the top of the pipe, except on State highways bedding material shall extend to 12 inches above the pipe. The bedding material shall be size No. 67 course aggregate. On State highways, bedding material above the spring line shall be #304 crushed limestone. Materials shall meet the requirements of Item #703 of the Standard Specifications, with the exception of excluding the use of slag, or material as specified by the pipe manufacturer. The cost of providing pipe embedment shall be included in the unit price bid for Storm Sewer.

1.5 PIPE LAYING

The Owner or the Engineer shall be immediately notified of any misalignment of the pipe when laid in accordance with established cuts or elevations.

All mainline sewer shall be installed by means of an in-line laser to ensure proper horizontal and vertical alignment. Pipe more than 0.04 feet off grade shall be reinstalled.

1.6 RIGID PIPE INSTALLATION

All loose dirt shall be removed from the bottom of the trench and the trench backfilled with specified bedding material to pipe laying grade, as detailed on the Drawings. Bell holes shall be dug in the bedding where necessary and the pipe shall be placed and supported on bedding material the full length of the barrel. Bedding material shall then be placed four (4)-inch maximum depth along both sides of the pipe and tamped firmly under the pipe haunches. Additional bedding material shall be placed and compacted in six (6)-inch layers to the height shown on the Drawings or as directed. Hand tampers shall be used for installing bedding material around pipes smaller than 36-inch diameter and mechanical hand tampers shall be used around pipes 36-inch diameter and larger unless otherwise directed by the Resident Project Representative. The remainder of the trench shall be backfilled as specified and called for on the Drawings.

Concrete bedding and encasement in lieu of bedding material shall be installed as shown on the Drawings or specified.

The laying of pipe in finished trenches shall be commenced at the lowest point, with the bell end or groove end laid up grade. All pipe shall be laid with ends abutting and true to line and grade. They shall be carefully centered to form a sewer with a uniform invert of line and grade shown on the Drawings.

All pipe shall be laid to lines and grades by use of a laser beam. Pipes installed more than 0.04 feet above or below specified elevation shall be removed and reinstalled to grade.

Where holes are cast in concrete pipe for handling, they shall be completely filled with non-shrinking mortar after the pipe is placed. A metal disc of proper size may be inserted near the bottom of the hole to retain the mortar until hardened. Wood plugs or rocks intended to plug the hole for retention of the mortar will not be permitted.

1.7 FLEXIBLE PIPE INSTALLATION

Flexible pipe shall be installed in accordance with ASTM D-2321. Bedding, backfill, and compaction shall meet the requirements of these specifications.

Concrete bedding and encasement in lieu of bedding material shall be installed as shown on the Drawings or specified.

The laying of pipe in finished trenches shall be commenced at the lowest point, with the bell end or grove end laid upgrade. All pipe shall be laid with ends abutting and true to line and grade. They shall be carefully centered to form a sewer with a uniform invert of line and grade shown on the Drawings.

Temporary internal supports shall be used as recommended by the pipe manufacturer. Pipes with 48-inches or larger diameter shall have, as a minimum, struts temporarily inserted at the ends of the pipes. Struts shall be in the vertical position when the pipe is installed in the trench. Struts shall remain in place until after the trench has been completely backfilled.

1.8 COMBINED SEWERS

Combine sewers shown on the plans will be converted to storm sewers at the completion of the project.

Storm sewers in the right of way shall be reinforced concrete pipe.

1.9 BACK-FILLING

Back filling shall include the material placed above the pipe embedment material previously specified. No heavy or large quantities of backfill material shall be placed over the pipe until backfilling has progressed to a depth of at least three (3) feet over the top of the pipe barrel. All backfill material shall be carefully placed so as not to damage the joints or displace the pipe. Backfilling shall immediately follow trenching and pipe laying operation to reduce the possibility of damage to pavement and utilities.

Trenching coming within five (5) feet of paved or stoned streets, alleys, driveways, sidewalks, and parking areas shall be backfilled with granular material. Granular backfill shall be crushed limestone conforming to Item #304 of the Standard Specifications. Except on state highways, backfill shall be low strength mortar conforming Item # 613.

The granular material shall be placed and compacted to not less than 95% of the maximum density as determined in accordance with (Standard Proctor).

The Owner or the Engineer may check compaction at any time. The cost of granular backfill shall be included in the unit price bid pertinent to Item #611 Storm Sewers.

For backfilling the remainder of the trenches, as much of the excavated material as possible shall be replaced. Until backfilling has progressed to the depth of at least

three (3) feet over the top of the pipe barrel, the material shall be finely divided, free of stones three (3)-inches or greater in any dimension, boulders or other harmful debris, and shall be placed in six (6)-inch layers, loose measurement, and compacted by mechanical tamping. The remainder of the backfill shall then be placed in twelve (12)-inch layers, loose measurement, and compacted by mechanical tamping. After backfilling, the material shall be graded to conform to the original ground profile and shape.

In lawns and other areas where grass exists, as determined by the Owner or the Engineer, the area shall be graded and made ready for seeding. Any deviation from original ground profile and shape due to settlement of backfill within one year of the completion date shall be replaced in accordance to the original specifications and at the expense of the Contractor.

2.0 SEWER CLEANING

All main line storm sewers installed shall be cleaned after the manholes have been adjusted to grade, and the asphalt pavement has been placed. Cost for cleaning the sewers shall be at the expense of the Contractor.

2.1 MEASUREMENT AND COMPENSATION

Full compensation for all items of work including labor, material, supplies and equipment for excavating the storm sewer trench, and placing the storm sewer pipe including the cost of the sewer pipe and all other items of work including disposal of excess excavated material not specifically included in another pay item shall be included in the unit price bid per lineal foot for each size pipe. Measurement of storm sewer for payment shall be the actual length of storm sewer constructed from the centerline fitting to fitting with no deduction for fittings or other specials, or manholes as measured to the nearest whole foot.

Full compensation for wyes, curves and plugs shall include, but not limited to, all labor materials, supplies and equipment required to furnish and install said fittings shall be included in the price bid in the proposal for the specified size and type of fitting and no additional compensation shall be allowed therefore.

Full compensation for furnishing and placing granular bedding material and granular backfill shall be included in the unit price bid per lineal foot for each size of pipe and no additional compensation shall be allowed therefore.

SPECIAL PROVISIONS

SECTION K

SANITARY SEWERS

SECTION K – SANITARY SEWER

1.0 SCOPE

This item shall include the furnishing of all labor, materials, small tools and equipment including all pipe, fittings and appurtenances for mainline and lateral sanitary sewers of the types and sizes installed in open trench, or otherwise, as herein specified and as shown on the drawings.

1.1 GENERAL

All work under this section shall conform to the Special Provisions Item #611 of the Standard Specifications is to include the following:

- A. Connections of new pipe to curb inlets or manholes.
- B. Tap connection for existing or new sewer pipe to the new mainline sewer.
- C. Abandonment and removal of existing sewers, and removal of manholes or curb inlets that are not designated to be replaced with a new respective structure.
- D. Additional new sewer pipe required to connect existing sewers into new manholes.
- E. Furnish and perform all work necessary to repair the identified sections of existing (combined) sewers and their connections shown on the Drawings, in conformance with relevant sections of the Specifications.
- F. Additional costs of work that is not included for payment under other Items.
- G. Maintaining existing sewers in operation and making connections to new sewer construction.
- H. Replacement of existing sewers removed or damaged as a result of sewer construction.
- I. All work required to de-water trenches.
- J. Restoration of landscape surface improvements including four (4)-inch top soil, seeding, mulching, and fertilizing all disturbed lawn areas.

- K. These items shall include the Contractor pulling a CCTV camera through all new sewers, shown on the drawings, and specified in conformance with relevant sections of the specifications.
- L. Cleanouts, wyes, etc., are to be installed as required by local plumbing code or at minimum every 90-degree bend or laterals with three or more 45-degree bends.
- M. Restoration of landscape surface improvements including concrete walks, drives, pavement removal and replacement, seeding, mulching, and fertilizing all disturbed lawn areas within the work limits shall be included in these Items. Those areas not included within the work limits shall be at the Contractors expense. Trees and bushes removed at the direction of the Engineer will be replaced by the Owner.
- N. The furnishing and placing of special backfill in areas specified.

1.2 WORK NOT INCLUDED

Pavement replacement and seeding, within Contract limits is included for payment under the appropriate Items. Pavement removed or damaged and seeding beyond specified limits shall be replaced at the Contractor's expense.

1.3 PIPE AND FITTING

Pipes, fittings and appurtenances shall conform to the manufacturer's specifications and the Standard Specifications.

All pipes shall meet the requirements of ASTM D-3034 SDR 35. All pipes, fittings and appurtenances shall be appropriately marked for purpose of identification. The materials and methods of manufacture, and the completed pipes, fittings, and appurtenances shall be subject to inspection and rejection at all times. The Owner and the Engineer have the right to make inspections.

PVC plastic pipe and fittings shall have a minimum pipe stiffness of 46 psi at 5% deflection when tested in accordance with ASTM D-2412 and, as applicable for the sizes and material involved, shall meet the requirements of ASTM D-3034. The pipe shall be of the elastomeric gasket joint (integral bell) type. Joints shall provide a watertight seal and shall be made in accordance with the pipe manufacturer's instructions. Joints shall be the push-on type meeting the requirements of ASTM D-3212 and, in addition, the bell shall be designed to retain the gasket to prevent pullout during the making of the joint.

PVC plastic fittings shall have minimum wall thickness of SDR 35, and shall be molded in one piece with elastomeric joints and minimum socket depths. PVC material shall have a cell classification of 12454-B or C as defined in ASTM D1784. Gaskets shall have minimum cross-sectional area of 0.20 square inches and shall meet the requirements of ASTM F477.

Pipe stoppers (or end caps) shall be provided to close service connections not immediately connected to an existing sewer and stubs shall be provided for future sewers. Pipe stoppers shall be designed for use as a permanent or temporary plug, shall be watertight, and shall be removable without damaging the pipe. Any pipe damaged when installing or removing pipe stoppers shall be replaced at the expense of the Contractor.

The pipe shall be installed in accordance with ASTM D-2321, and with the requirements of these specifications. Any requirements in these specifications which may be in conflict or inconsistent with the requirements of ASTM D-2321 shall be void to the extent of such conflict or inconsistency.

The contractor shall employ an outside independent firm to test and certify to the Owner that the pipe and fillings comply with these specifications. Testing does not relieve the Contractor from performing to the contract documents.

1.4 TRENCHES

The actual trench width used for installation may be in accordance with ASTM D-2321. Whenever the maximum allowable trench width (below the level of the top of the pipe) is exceeded for any reason, the Owner or the Engineer reserves the right to direct the Contractor to utilize pipe of greater strength, to modify the type of backfill, to embed the pipe in concrete, or to utilize a combination of these procedures, all at the expense of the Contractor.

Trench excavation shall include the removal of existing manholes and drainage structures in the line of construction. Casting removed shall remain the property of the Owner and shall be delivered to and placed in storage by the Contractor at a site as directed by the Owner.

Prior to open trenches entering the paved limits of a street, alley, driveway, sidewalk, or parking area, the pavement shall be neatly cut for its full depth, removed and disposed of off the Project site.

Trenches shall be kept sufficiently free of water during the pipe laying and jointing. When water exists in the trenches at the time of pipe laying, the Contractor shall de-water the trench at his expense.

1.5 PIPE EMBEDMENT

Pipe embedment shall include the material placed six (6)-inches beneath, around and to six (6)-inches above the top of the pipe, except on State highways bedding material shall extend to 12 inches above the pipe. The bedding material shall be size No. 67 coarse aggregate. On State highways, bedding material above the spring line shall be #304 crushed limestone. Materials shall meet the requirements of Item #703 of the Standard Specifications, with the exception of excluding the use of slag, or material as specified by the pipe manufacturer. The cost of providing pipe embedment shall be included in the unit price bid for Storm Sewer.

1.6 PIPE LAYING

The Owner or the Engineer shall be immediately notified of any misalignment of the pipe when laid in accordance with established cuts or elevations.

Pipes and manholes shall be installed at a minimum ten (10)-foot horizontal distance from water mains, and pipes laid at a minimum of 18-inch vertical distance from water mains at their crossing, both as measured between the outside of the pipe walls. At crossings, one full length of pipe shall be installed so both joints will be as far from the main as possible.

All main line sewers shall be installed by means of an in-line laser to ensure proper horizontal and vertical alignment. Pipe more than 0.04 feet off grade shall be reinstalled.

1.7 FLEXIBLE PIPE INSTALLATION

Flexible pipe shall be installed in accordance with ASTM D-2321. Bedding, backfill, and compaction shall meet the requirements of these specifications.

Concrete bedding and encasement in lieu of bedding material shall be installed as shown on the Drawings or specified.

The laying of pipe in finished trenches shall be commenced at the lowest point, with the bell end or groove end laid upgrade. All pipe shall be laid with ends abutting and true to line and grade. They shall be carefully centered to form a sewer with a uniform invert of line and grade shown on the Drawings.

Temporary internal supports shall be used as recommended by the pipe manufacturer. Pipes with 48-inches or longer diameter shall have, as a minimum, struts temporarily inserted at the ends of the pipes. Struts shall be in the vertical position when the pipe is installed in the trench. Struts shall remain in place until after the trench has been completely backfilled.

1.8 BACK FILLING

Backfill shall include the material placed above the pipe embedment material previously specified. No heavy or large quantities of backfill shall be placed over the pipe until backfilling has progressed to a depth of at least three (3)-feet over the top of the pipe barrel. All backfilling material shall be carefully placed so as not to damage the joints or displace the pipe. Backfilling shall immediately follow trenching and pipe laying operations to reduce the possibility of damage to pavement and utilities.

Trenches coming within five (5) feet of paved or stoned streets, alleys, driveways, sidewalks, and parking areas shall be backfilled with granular material. The granular material shall be crushed limestone meeting the requirements of Item #304 of the Standard Specifications. Except on state highways, backfill shall be low strength mortar conforming Item # 613. The granular material shall be placed and compacted by mechanical means to not less than 95% of the maximum density as determined in accordance with (Standard Proctor).

The Owner or the Engineer may check compaction at any time. The cost of granular backfill shall be included in the unit price for pertinent items of Sanitary Sewers.

For backfilling the remainder of the trenches, as much of the excavated material as possible shall be replaced. Until backfilling has progressed to a depth of at least three (3) feet over the top of the pipe barrel, the material shall be finely divided, free of stones three (3)-inches or greater in dimension, boulders, or other harmful debris, and shall be placed in six (6)-inch layers, loose measurement, and compacted by mechanical tamping.

1.9 BACKFILLING CONTINUED

The remainder of the backfill shall then be placed in 12-inch layers, loose measurement, and compacted by mechanical tamping. After backfilling, the material shall be graded to conform to the original ground profile and shape. In lawns and other areas where grass exists, as determined by the Owner or the Engineer, the area shall be made ready for seeding. Any deviation from original ground profile and shape due to settlement of backfill within one year of the completion date shall be repaired in accordance to the original specifications and at the expense of the Contractor.

2.0 NEW SANITARY SEWERS

Combined sewers, as shown on the plans, will be converted to be storm sewers at completion of the project.

The new sanitary sewers are to be installed along or near the same alignment as the existing combined sewers. The Contractor shall reconnect all existing connections on the existing combined sewers. Televising all new sewers is required.

The specified leakage, pressure, and deflection test cannot be performed on new sewers if the new sewers are being put in service as they are constructed. In lieu of the specified test, the Contractor shall pull a CCTV Camera through the new sewers and record its condition and provide a DVD of the entire inspection. Manhole conditions shall also be recorded. Any leaks observed during CCTV inspection shall be repaired and re-inspected.

Quality of video recording shall meet the requirements of these specifications. Displays shall include upstream and downstream manhole numbers of each being taped, time, date, and length in feet, from downstream manhole. Each joint or connection shall be panned to show its condition. Panning shall be done when camera is not moving.

The television inspection of the new sewers will not be done until backfill and compaction requirements are completed and after any construction de-watering operations have been halted for more than one month.

2.1 SANITARY SEWERS IN RELATION TO WATER MAINS

A. Horizontal and Vertical Separation:

1. Sewers shall be laid at least 10 feet horizontally from any existing or proposed water main. The distance shall be measured edge to edge. The water main is to be separated vertically at least 18-inches from the sewer.

B. Crossings:

1. Sewers crossing water mains shall be laid to provide a minimum vertical distance of 18 inches between the outside of the water main and the outside of the sewer. Sanitary services shall be below the water mains. The crossing shall be arranged so that the sewer joints will be equidistant and as far as possible from the water main joints. Where a water main crosses under a sewer, adequate structural support shall be provided for the sewer to maintain line and grade.
2. When it is impossible to obtain proper horizontal and vertical separation as stipulated above, one of the following methods must be specified:

- a. The sewer shall be designed and constructed equal to water pipe, and shall be pressure tested at 150psi to assure water tightness prior to backfilling.
- b. Either the water main or the sewer line may be encased in a watertight carrier pipe which extends 10 feet on both sides of the crossing, measured perpendicular to the water main. The carrier pipe shall be materials approved by the regulatory agency for use in water main construction.

2.2 SERVICE CONNECTIONS

Service connections for sanitary sewers shall be six (6)-inches in diameter, unless otherwise shown, and shall be furnished and installed for existing and future houses and business. Location of service connections, where shown on the drawings are approximate only. The Owner and the Engineer will establish final locations and depths at the time of construction.

All sanitary laterals shall be installed to 5-feet 0-inches outside of each home or business.

When plumbing modifications are required, the contractor shall be responsible for drilling the hole through the foundation wall, extending the 6" PVC lateral through the wall 12", and grouting the void around the pipe. The sewer contractor will be paid for the lineal feet of 6" sewer installed. The cost of drilling and necessary fittings shall be covered under other items. All internal work shall be performed by the licensed plumbing contractor.

All sanitary laterals shall have a cleanout installed at about 5-feet 0-inches outside of each home or business.

Cleanouts, wyes, etc., are not shown on the Drawings and are to be installed as required by local or state plumbing code or at minimum every 90-degree bend or laterals with three or more 45-degree bends.

The existing laterals are shown on drawings from available records and field research. Their exact location and depth are not known. It is the Contractor's responsibility to field verify the service laterals and diameter in order to tie into the six (6)-inch laterals from the mainline to each building prior to the mainline construction of the project. This includes additional effort such as, but not limited to, internal television inspection or passing a locating sensor through the sewer lateral. This work shall be completed two weeks prior to the main line sewer work commences.

It is the Contractor's responsibility to provide approved adapter connections from house service connections to match the six (6)-inch sanitary lateral from the mainline sewer.

All internal plumbing to be performed by a licensed plumbing contractor. All sanitary sewer laterals shall be installed at a slope one (1%) percent minimum (1/8-inch per foot) toward the main line sewer.

At completion of sanitary lateral installation, all laterals shall be inspected with CCTV, in accordance with these specifications.

Connections to the main sewer shall include the furnishing and installation of an appropriate wye in the new sewer. The cost of furnishing and installing wyes for connections to the new main sewer will be included in the pertinent bid items.

Where service connections are to be installed, the pipe shall be installed true to line and on at least one (1%) percent grade. Except where otherwise specifically required or permitted by the Engineer, service connections shall be installed by open cut excavation, and shall be deep enough to serve all basements where necessary and where the main sewer allows. The requirements for construction shall, in all respects, comply with those specified in this Item for the main sewers.

The ends of service connections shall not be back filled until this location is referenced by the Engineer. A two (2)-inch square oak pole shall be accurately placed over the Service connections and shall extend vertically to flush with the surface of the ground so that it can be located.

Roof drains, foundation drains, and other clean water connections to the sanitary sewer system are prohibited. All existing taps must be verified.

2.3 CROSSING EXISTING WATER AND GAS LINES

The owner prefers water service not be cut, but if the contractor deems the process is necessary, the Contractor will cut and repair (all types & sizes) of services at the Contractor's cost.

It is the contractor's responsibility to notify the property owner and/or resident.

After the box is pulled by area and backfill is compacted to the correct depth, water service will be repaired. If for some reason the time frame goes over a reasonable span, the Owner has the right to stop pipe installation until service has been repaired.

Water mains need 24 hours notice before planned disruption of service.

Emergency breaks by the Contractor will be repaired in a timely manner after passing by disturbed area and the time frame is to be the same as service requirements.

The 24-hour notice is to inform the resident of the water disruption. The Contractor will be responsible for notification and the Village needs to be informed in case of a resident needing water at all times for medical reasons.

2.4 TELEVISIONING AND DEFLECTION TESTING

New sewers eight (8)-inch diameter and larger sewer pipe shall be tested for wall deflection prior to any pavement restoration. Any section found to be not acceptable or wall deflection in excess of 5% of the average inside diameter shall require corrective measures or reconstruction at no additional cost to the Owner. Televisioning of the new sewers may be required when the deflection test or the air test does not pass or when directed by the Engineer. All televisioning and testing shall be witnessed by the Engineer and a written report provided.

The deflection test shall be conducted using electronic equipment specifically designed for measuring and recording deflection in flexible pipe or by the use of an approve deflection probe, having a diameter equal to 95% of the average inside diameter of the pipe being tested, pulled through the sewer line. If the deflection probe is used, the test shall be performed without mechanical pulling devices and proving ring, having an I.D. equal to the O.D. of the probe and shall be available at the time the probe is used to verify that the probe has proper diameter by inserting the probe into the ring.

Deflection testing shall not be performed until the trench has been backfilled for at least thirty (30) days.

Deflection testing shall be paid for at the cost of the Contractor. Televisioning shall be paid for at the cost of the Contractor. Any re-televisioning or re-testing due to unsatisfactory testing results and/or televisioning results shall be at the expense of the Contractor.

2.5 TESTING FOR LEAKAGE – **N/A**

A. General:

The contractor shall include in his bid all cost for labor and materials, including any water and all equipment necessary to complete the leakage tests specified herein.

Such test shall be conducted after testing for deflection and installation of laterals is complete. A representative of the Engineer shall be present and

his judgment shall be final as to the acceptance of all tests. Leakage tests shall be conducted on the entire length of the project. The method of testing shall be by air.

Prior to conducting tests, the Contractor shall make a determination of ground water level by installing ground water gauges in manholes as selected by the Engineer. These gauges shall consist of a rigid section of ½-inch diameter pipe, approximately 10-inches long, inserted horizontally through the manhole wall as near as possible to the crown of the pipe, with any opening around the pipe sealed so as to be watertight, and a clear plastic tube attached to the pipe within the manhole and extended vertically to the top of the manhole. Prior to connecting the tube, air shall be blown through the pipe with sufficient pressure to clear the line. Upon satisfactory completion of the test, the ground water gauges shall be removed and the openings in the manhole walls neatly and permanently closed with a non-shrink and non-metallic grout.

In addition to all mainline sewers, air tests shall be conducted for the purpose of testing service connections. For such tests, the internal air pressure shall never exceed 5.0psi, and the acceptability of the test shall be based on the minimum holding time subsequently specified for the size of the mainline sewer.

In all cases, for any test section failing to meet the limits of the specifications, the Contractor shall be required to locate and remedy the defects causing the failure and the section shall be re-tested and repairs or replacement continued until the limits of the specifications are satisfied. For sewers not accessible, should a test fail, a closed-circuit television inspection of the test section shall be conducted to determine the cause of the failure. When failure is the result of a leaking joint (s), the joint may be chemically grouted. The television inspection and chemical grouting of joints shall be in accordance with all applicable "Recommended Specifications for Sewer Collection Systems Rehabilitation" of the National Association of Sewer Service Companies and as approved by the Engineer. The Owner shall be furnished a videotape of all television inspections. The Contractor shall pay all cost for inspection and grouting.

All visible leakage in sewers and manholes shall be repaired, even though tests may have been satisfactory.

All plugs used during leakage tests shall be of a length at least equal to the diameter of the pipe being tested to assure a watertight seal. Pneumatic plugs for air testing shall be able to resist internal pressure without requiring external blocking.

B. Air Test:

After backfilling, air tests shall be conducted between two consecutive manholes. Each end of the section to be tested and all pipe outlets in the section shall be plugged with suitable test plugs. One plug used at a manhole shall have an inlet tap or other provision for connecting an air hose from the air supply equipment. The equipment shall include valves to control the rate at which airflows into the test section and pressure gauge with minimum graduations of 0.1 psi and accuracy of +/- 0.04 psi to monitor the air pressure within the test section.

Air pressure shall be applied slowly to the test section until the pressure reached 4.0 psi, plus and adjustment of 0.433 psi for each foot of ground water above the crown of the pipe being tested. Internal air pressure, including adjustments for ground water should never exceed 5.0 psi.

The permissible time allocated for the 1.0 psi pressure drop shall be calculated on the basis of the diameter and the length of main sewer tested and no adjustment shall be made for service connections included in the test section. The air test for a section shall be considered acceptable, if the time elapsed for the 1.0 psi pressure drop is equal to or greater than the time indicated in the following table.

**MINIMUM HOLDING TIME IN
MINUTES REQUIRED FOR 1.0 PSI PRESSURE DROP
LENGTH OF MAIN LINE TESTED***

Diameter	Pipe			
	100	200	300	400
4"	3.46	3.46	3.46	3.46
6"	5.40	5.40	5.40	5.42
8"	7.34	7.34	7.35	10.06
10"	9.28	9.28	11.53	15.49
12"	11.20	11.24	17.05	22.47
15"	14.10	17.46	26.42	35.35
18"	17.00	25.38	38.27	51.16

* Time for intermediate lengths shall be interpolated

The Contractor may air test sections before backfilling the trench as a check for defects and workmanship. Such tests are at the option of the Contractor and are not a substitute for tests required after backfilling has been completed. No final connections to existing service lines shall be made until testing for leakage has been approved. All service connections shall remain plugged until such time.

Air testing shall follow the test established in ATSTM F1417 latest edition and these specifications. Testing for leaks shall be at the cost of the Contractor. And re-testing due to unsatisfactory test results shall be at the expense of the Contractor.

2.6 SEWER CLEANING & TELEVISIONING – **N/A**

All main line sanitary sewers installed shall be cleaned and televised after the manholes have been adjusted to grade, and the asphalt pavement has been placed. Cost for cleaning and televising the sewers shall be included in the bid item for cleaning and televising sewer mains.

2.7 MEASUREMENTS

The quantities to be paid for under the respective Items shall be the measured length of sewers of the specified sizes.

Mainline sewers will be measured to the center of existing and new manholes and the inside face of poured chambers. No deduction will be made for precast manholes on lines of the same size. Where branches or lines of different diameters enter such manholes, each will be measured to the center of the manhole.

Six (6) inch laterals will be measured from the centerline of the main line to six (6) inch plugs at the house or business. If the house or business is to be re-plumbed the true measurement will be to the inside of the house or business.

No pipe will be included in these measurements if specifically included for payment under other Items.

Identified sewer repairs will be the actual length of pipe installed and includes connections to existing pipe.

2.8 PAYMENT

The unit price stated in the Bid for sewers shall be full compensation for each lineal foot of pipe of the sizes furnished and installed.

Compensation for main line wyes shall be included in the unit price bid. Compensation for clean outs including wye, eccentric 6" x 4" reducer, and caps shall be included in the unit price bid for the cleanouts. Compensation for six (6) inch laterals including all necessary fittings shall be included in the unit price bid for 6" pipe.

SPECIAL PROVISIONS

SECTION L

***FIELD TILE & EXISTING
STORM SEWER REPAIR***

SECTION L - FIELD TILE AND EXISTING STORM SEWER REPAIR

1.1 – GENERAL

Field tile or storm sewers cut by the trenching operation necessary to install the proposed sewer line shall be replaced in accord with Item #611 of the Standard Specification and the plan details, direction of the Engineer and these Special Provisions.

1.2 – PIPE MATERIAL

PVC pipe equal to the size of the field tile disturbed conforming to ASTM 3034 SDR 35, shall be used for replacement. The pipe shall be firmly supported by the tamped backfill and shall bear at least twelve (12)-inches at each end of undisturbed native material. All connections shall be made with manufactured fittings or concrete collar as directed by the Engineer.

1.3 – MEASUREMENT AND PAYMENT

Full compensation for all items of work including labor, fittings, materials, supplies and equipment for excavating, drain tile and backfilling and all other items of work including disposal of excess excavated material shall be included in the unit price bid per lineal foot of pipe. Measurement of the tile for payment shall be the actual lineal foot installed. Measurement for tiles, which are connected to pipe tees, shall be measured to the center of the main pipe. Compensation for cutting and patching a main sewer pipe shall be in the unit bid for storm sewer. Plugging of existing pipes shall be directed by the Engineer and no additional compensation shall be allowed therefore.

SPECIAL PROVISIONS

SECTION M
CATCH BASINS
&
INLETS

SECTION M – CATCH BASINS AND INLETS

1.0 SCOPE

This section shall include furnishing and installing precast inlets and catch basins as shown on the construction plans.

1.1 GENERAL

Catch basins and special inlets shall conform to the provisions of Item #611 of the Standard Specifications, except as modified by the Special Provisions and the plan details.

1.2 SUBMITTALS

The Contractor shall submit shop drawings for review by the Owner.

1.3 CATCH BASINS ABANDONED

Catch basins to be abandoned shall be filled with CDF Fill. Casting removed and not reused shall be returned to the Owner.

1.4 CATCH BASINS BASE

Catch Basins bases shall be eight (8)-inches of Class C concrete conforming to Item #499 concrete of the Standard Specifications.

1.5 CATCH BASINS

Catch basins walls shall be constructed as shown on the plans.

1.6 CASTING, GRATES, AND FRAMES

Castings, grates and frames for catch basins and inlets shall conform to East Jordan No. 7045 and as shown in the plan details and as approved by the Owner.

1.7 COMPENSATION

Full compensation for all items of work, including labor, materials, supplies and equipment to excavate, construct, backfill and dispose of excavated material including placing the casting, frames and covers shall be included in the unit price bid for each type of catch basin or inlet.

SPECIAL PROVISIONS

SECTION N

MANHOLES

SECTION N - MANHOLES

1.1 GENERAL

Manholes shall be constructed of pre-cast reinforced concrete sections and appurtenances meeting the requirements of ASTM C478, except as modified by these specifications, the detailed drawings, and Item #611 of the Standard Specifications.

1.2 MATERIALS

Manholes shall be constructed as shown on the construction drawings. The manhole shall be cast with monolithic base and riser cast in one operation. Rubber gasket joints for pre-cast concrete manholes shall conform to provisions of ASTM C433-443. Bolted down water-tight sewer manhole frames shall be East Jordan 1045-Z and bolted down water-tight non-perforated gasket seal covers stamped with the words "Montpelier, Ohio Sanitary" shall be East Jordan 1040 AGS. Manhole steps shall be factory installed polypropylene plastic reinforced with ½-inch No. 60 grade reinforcing rod at 16-inch centers and shall be approved by the Engineer. Kor-N-Seal boots or equal shall be used on all conduit locations entering the manhole.

Expansion bands shall be 16-gauge, stainless steel meeting the requirements of ASTM A240 Type #304. Expansion bands shall have a minimum width of 1-3/4-inches. The installation mechanism shall have the capacity to develop the pressure necessary to make a watertight seal and shall have an adjustment of up to, not less than, two diameter inches. Hardware shall be of stainless-steel meeting the requirements, as applicable, of ASTM F593 and 594, Type #304.

Mortar used for manholes shall conform to ASTM C-270 Type S, containing no masonry cement. Mix shall be one part cement and two parts sand. Non-shrinking mortar for plugging holes shall be Sauereisen F-100, Five Star or equal.

In concrete pavement ½-inch thick pre-molded mastic joint material shall be installed around the casting.

Existing manholes not being used shall be removed and pipe shall be plugged.

1.3 TESTING

1.3.1 VACUUM TESTING OF MANHOLES

All sanitary sewer manholes constructed by the Contractor shall be vacuum tested for leakage in the presence of an Engineer. Vacuum testing shall be performed in accordance with ASTM C1244. The vacuum test requirement will

not apply to any existing manhole, or any existing manhole that has been converted to a drop manhole by the Contractor.

The Contractor shall furnish all labor, equipment, and any appurtenant items necessary to satisfactorily perform the vacuum test. All testing equipment shall be approved for vacuum testing manholes.

1.3.2 VACUUM TESTING PROCEDURE

All lifting holes shall be plugged with an approved non-shrink grout inside and out. Manhole joints shall be grouted from the outside only. All pipes entering the manhole shall be plugged. The Contractor shall securely brace the plugs in order to keep them from being drawn into the manhole. The test head shall be placed at the inside of the top of the cone section of the manhole and the seal inflated in accordance with the manufacturer's recommendations.

A vacuum of eight (8) inches of mercury shall be drawn and the vacuum pump shut off. With the valves closed, the time for the vacuum to drop to seven (7) inches of mercury shall not be less than that shown in the table below:

DEPTH (FEET)	MANHOLE DIAMETER (INCHES)		
	48	60	72
0-8	20	26	33
10	25	33	41
12	30	39	49
14	35	46	57
16	40	52	67
18	45	59	73
20	50	65	81
22	55	72	89
24	59	78	97
26	64	85	105
28	69	91	113
30	74	98	121

(Times shown are minimum elapsed times, in seconds, for a drop in vacuum of one (1) inch of mercury.)

1.3.3 TEST FAILURE

Should a manhole fail to pass any of the acceptance test as outlined, the Contractor shall, at his expense, determine the source of the failure, make any necessary repairs, and re-test the manhole in question at no cost to the Owner.

SPECIAL PROVISIONS

SECTION 0 ***WATER LINE***

SECTION O – WATER LINE

1.1 GENERAL

The work included under this item consists of constructing a water line in accord with the plan details, the directions of the Owner and these Special Provisions and Item #748 of the Standard Specifications.

1.2 POLY VINYL CHLORIDE

Pipe shall meet the requirements of ASTM D SDR-2441 21 "Poly Vinyl Chloride" and shall be Class 150.

All pipes shall be suitable for use as a pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric ring. The bell shall consist of an integral wall section with a solid cross section elastomeric ring, which meets the requirements of ASTM D-3139 and with a rubber gasket conforming to ASTM F-477. The bell section shall be designed to be at least as strong as the pipe wall. Sizes and dimensions shall be as shown in this specification. Standard laying length shall be 20 feet. (+/- 1"). The O.D. of the PVC pipe shall be the same as cast iron pipe.

1.3 QUALITY CONTROL TESTING

Pipe and couplings shall not fail when subject to the following tests which are outlined in AWWA C (0): sustained pressure, burst pressure, flattening and extrusion quality.

1.4 INSPECTION AND CERTIFICATION BY THE MANUFACTURER

The manufacturer shall furnish a notarized certificate that the inspection and all specified tests have been made and that the results thereof comply with the requirements of the specifications listed in these Special Provisions.

Each day's shipment or partial shipment, if of a different manufacturing period, shall be accompanied by the required certificate. Material shall not be incorporated into the project prior to receipt of the certificate by the Engineer.

SECTION 2 - FITTINGS

2.1 GENERAL

Fittings for water line shall conform to the size, type and working pressure as specified in the plans and proposal and to these Special Provisions and the Village of Montpelier Specifications.

Bell and spigot fittings, mechanical joint fittings, push on fittings and flanged fittings shall conform to the provisions of American Water Works Association Specifications AWWA C-110.

Rubber gaskets for mechanical joints and push on joints shall conform to the provisions of ASA Specifications A21.11 and the AWWA Specifications C-111.

2.2 WORKING PRESSURE

All fittings shall be designed for a working pressure of 150 pounds per square inch. Installation specifying a pipe rated higher than 150 psi working pressure shall be installed with fittings rated at 350 pounds per square inch.

2.3 LININGS

Fittings shall be furnished with a cement-mortar lining conforming to the provisions of DIP Specifications and AWWA Specifications.

Cement-mortar lining for fittings shall be a minimum thickness of one-sixteenth (1/16) of an inch.

2.4 EXTERIOR COATINGS

Exterior coating shall be applied as specified in AWWA Standard C-110 Section 10-81 or its latest version. Coating damage during construction shall be repaired by the Contractor.

SECTION 3 – VALVE AND VALVE BOXES

3.1 LINE VALVES AND WATCH VALVES

Gate valves used as distribution line valves and watch valves shall be Mueller and as approved by the Village of Montpelier.

Valves shall be iron body, equipped with a resilient seat, mechanical joint ends, o-ring stem packing, non-rising stem, open-left (counter clockwise) with direction of opening indicated by a clearly visible arrow cast into operating nut or valve. The operating stem shall be fitted with a two (2)-inch square nut.

Joint flange bolts shall be of stainless steel material or an equally corrosion resistant material. All other exposed bolts, nuts, and washers shall be stainless steel.

Any valve furnished shall meet or exceed standard set in AWWA C-509 latest version. Valves shall be of the size and joint type as specified on the plans and in the proposal.

3.2 LINE VALVE BOXES AND WATCH VALVE BOXES

Valve boxes shall consist of a base section, a bottom section, top section and cover. Boxes shall be of the screw type with a 5 ¼" shaft. Valve box covers shall be furnished with "Water" cast on the top. Covers shall be of "stay-put" weight and dimensions. Valve box length shall be suitable for proper placement with the cover flush with grade and sufficient adjustment remaining to permit a plus or minus adjustment of six (6) inches.

It is the intent of this section to obtain a three piece valve box equal to Mueller, equipped with a base section corresponding to the intended valve size.

SECTION 4 – CHLORINATION AND PRESSURE TESTING

4.1 GENERAL

Chlorinating of the water line, fittings, valves, hydrants and other portions of the distribution system shall be performed in accord with the American Water Works Association standard specification AWWA 651, the Water Department and these Special Provisions.

4.2 APPLICATION

All pipe interiors shall be cleaned before laying and shall be kept clean thereafter. At the time of laying the pipe, chlorine tablets shall be glued with a non-toxic cement to the inside top of each length of pipe to facilitate future sterilization. Granules containing chlorine shall not be used.

After a main has been installed, it shall be filled with potable water from the public supply and the chlorine tablet allowed to dissolve. The main shall be filled

through a one (1)-inch corporation stop inserted in the pipe at one end of the main while exhausting air from the other end and at intermediate places along the main, i.e., at fire hydrants and one (1)-inch corporation stops installed at the extremities of the main for the purpose. After filling, the residual chlorine strength of the solution of clean water and chlorine in the main shall be determined.

Sterilization can be accomplished with a solution of clean water and chlorine having residual chlorine strength of 50ppm. The solution shall be tested at the extremities of the main and at the intermediate points to make sure the solution has the required strength. If the solution in the main contains less than 50ppm chlorine, a solution of clean water and chlorine having a residual chlorine strength of 50ppm shall be pumped into the main from a clean and sterilized container while exhausting the existing solution until a chlorine residual of 50ppm is obtained throughout the main. The Water Department personnel will run tests for chlorine content.

If care is not taken during installation to keep mud and other debris out of the main, the main shall be flushed at a high rate of flow, until all mud and debris is expelled, before disinfecting. A solution of clean water and chlorine having a residual chlorine strength of 50ppm shall then be pumped into the main from a cleaned and sterilized container while exhausting the existing water in the main, until a chlorine residual of 50ppm is obtained throughout the main.

During the sterilization process, the main shall be isolated from existing adjacent main and extreme care shall be used to prevent the pressure in the main from rising above 20psi. This low pressure is to prevent any possibility of highly chlorinated water entering adjacent water mains that are in service. After the main has been filled with the chlorine solution, the solution shall remain in the main for at least 12 – hours to assure complete sterilization. The highly chlorinated sterilizing solution shall not remain in the waterline for longer than 48 hours before being flushed.

After sterilizing the main, it shall be thoroughly flushed out with potable water from the public water supply until the water in the main has approximately the same chlorine content as the water in the existing mains. Bacteriological samples shall not be taken for testing until the main has been checked for leakage.

The Contractor shall furnish all materials, labor and equipment required in sterilizing the main and, in addition, paying for the total volume of water used. No additional compensation will be allowed therefore to the Contractor.

4.3 PRESSURE TEST

When a main has been sterilized and flushed out, a leakage test shall be applied to the main. The main shall remain isolated from adjacent mains and a pressure of at

least 150 pounds per square inch shall be applied by pumping clean water from a sterilized container through one (1)-inch corporation stops installed in the end of the main. A test pressure of 100psi shall be used in lieu of 150psi if valves of existing mains are involved within a section of new water main being tested.

The pressure test shall be started in an afternoon and the pressure shall be on for 18 hours and then the pressure shall be maintained at 150psi or more for an additional 2 hours by pumping water from the container. A minimum test pressure of 150psi shall be assured by pumping until a pressure of 150 – 160psi is attained. At the end of the 2-hour period the water used shall be measured and the loss by leakage shall not exceed that as determined by the formula.

$$L = \frac{ND\sqrt{P}}{7400}$$

In which L is the allowable leakage, in gallons per hour; N is the number of joints in the main line being tested; D is the nominal diameter of the pipe, in inches; P is the average test pressure during the leakage test in pounds per square inch gauge. The 2-hour leakage test shall be supervised by the Engineer. Pressure testing at each side of the intermediate valves shall be done at this time by shutting each valve and exhausting the pressure on one side and then applying the test pressure of 150psi or more to the main on the opposite side of the valve. This procedure shall be repeated for each intermediate valve.

If the main and valves do not pass the leakage test, the leak or leaks shall be located and repaired and the testing procedure repeated.

Upon completion of the leakage test, the main should be thoroughly flushed out with potable water from the public supply until the water in the main has approximately the same chlorine content as water in the existing main.

The Contractor shall furnish all material, labor and equipment for testing and, in addition, pay for the total volume of water used. No additional compensation shall be allowed to the Contractor.

4.4 BACTERIOLOGICAL TEST

After the water main has been sterilized and tested for leakage, bacteriological samples shall be collected from the extremities and mid-point of the main by the Water Department personnel.

If the result of a bacteriological test shows the water to be safe, the main may be placed in-service. If bacteriological results show the water to be unsafe, the main shall

be completely sterilized again. Sterilizing of the main is the responsibility of the Contractor, who shall provide all necessary materials and labor, and the main will not be placed in service and accepted until the bacterial quality of the water has been approved by the Owner. The Contractor shall pay the cost of all bacteria tests.

After the bacteriological tests are satisfactory, the Water Department personnel will open all main line valves.

4.5 COMPLETION OF TESTS

When all tests on the water main have been successfully completed, the main will be placed in service and no further work on the main or its valves will be permitted without full knowledge of the Utility.

The new main shall be considered adequately disinfected when at least two (2) consecutive samples taken at Twenty-four (24) hour intervals show no positive bacteria results. (Subject to change by the Ohio EPA).

Results of the bacteria tests will be available within Forty-two (42) hours of the time the last sample is taken. If either sample fails to show satisfactory results, the contractor will repeat the sterilization procedure. Upon satisfactory results of both bacteria samples, the main shall be put in service as directed by the Water Department within Seventy-two (72) hours.

SECTION 5 – GRANULAR BEDDING AND BACKFILL MATERIAL

5.1 GRANULAR BEDDING

Granular bedding shall be placed with a minimum thickness of six (6) inches beneath the barrel and bell of the pipe. The six (6) inch granular bedding beneath the pipe shall be tamped prior to the pipe placement. Granular bedding shall extend up and around the pipe to twelve (12) inches above the pipe and shall consist of #8 or #57 granular aggregate for PVC pipe conforming to the requirements of the Standard Specification or as directed by the Engineer. Granular bedding and backfill shall be tamped in accordance with the Manufacturers Specifications.

5.2 GRANULAR BACKFILL

Granular material conforming to Ohio Department of Transportation #304, crushed limestone aggregate shall be used for backfilling trenches in paved areas or crossings of roadway pavements and driveways. Minimum length of the trenches granular backfill at the pavement sub-grade shall be the pavement or driveway width

plus two (2) feet. The slope of the backfill shall not exceed 45 degrees from a horizontal line. Granular backfill material shall be placed in tamped layers not to exceed twelve (12) inches compacted thickness. Granular backfill shall be compacted to at least 95% of maximum dry density as determined by modified Proctor testing procedures.

SECTION 6 – WATER LINE CONSTRUCTION – GENERAL

6.1 GENERAL

The work included in this project consists of excavating a trench in accord with the grades or minimum cover specified by the plans; placing the water line pipe encased in steel casing pipe or in concrete, bedded in granular material or bedded on native material; boring and jacking steel casing pipe; placement and blocking of fittings, valves, Hydrants, and services; backfilling with tamped granular material or native material; pressure and leakage test; chlorinating of the water line, fittings, valves, hydrants, etc. replacement of pavement, re-grading of ditched; seeding highway right-of-way, ditch banks and lawns and maintaining the trench backfill for the period specified by these Special Provisions.

6.2 MATERIAL HANDLING

All materials furnished by the Contractor shall be delivered and distributed at the site by the Contractor. In distributing the material at the site, each piece shall be unloaded opposite or near the place where it is to be laid in the trench.

Waterline pipe, fittings, valves, hydrants and accessories shall be unloaded by lifting with a hoist or skidding so as to avoid shock or damage. Under no circumstances shall materials be dropped or rolled against objects with a damaging force. Pipe shall be handled so that the coating and linings will not be damaged. However, should the coatings be damaged, such damage shall be repaired in a manner subject to the Engineer's approval. Improper or unsuitable repair shall result in the rejection of the damaged item.

6.3 BARRICADES, GUARDS AND SAFETY PROVISIONS

To protect persons from injury and to avoid property damage adequate barricades, construction signs, torches, red lanterns and guards as required shall be placed and maintained during progress of construction work and until it is safe for traffic to use the roadway. All material piles, equipment and pipe that may serve as obstructions to traffic shall be enclosed by barricades and shall be protected by proper lights when visibility is poor.

6.4 MAINTENANCE OF TRAFFIC

The contractor shall carry on the work in a manner that will cause the least interruption to traffic and may close to through travel any roadway for not more than eight (8) hours. Closing of any roadway to traffic shall be only after forty-eight (48) hours written notice to the Owner's Project Engineer, the County Engineer if a county roadway or Township Trustee should the roadway be designated as a Township roadway. Two-way traffic shall be maintained at all times on any State Highway. Where traffic must cross open trenches, the Contractor shall provide steel plates of suitable strength and thickness and anchorage to permit the traffic to cross the open trench. Any trench covered by steel plates for traffic movement shall be thoroughly braced and shored to protect the water line pipe and the traffic using the roadway or street. The Contractor shall post, as directed by the Engineer, suitable signs indicating that the roadway is closed and shall post the necessary detour signs for the proper flow of traffic.

6.5 PROTECTION OF PROPERTY AND STRUCTURES

Trees, shrubbery, fences, poles and all property and surface structures shall be protected unless the removal is shown on the drawings or authorized by the Engineer. When it is necessary to cut roots and tree branches, such cuttings shall be done under the supervision and direction of the Owner and proper procedure for daubing the cuts shall be utilized. Where required by the construction, fences shall be removed within the areas designated for the work and sand the completion of construction in that area, the fence shall be reconstructed to a condition equivalent to that existing prior to the construction activity.

Existing underground and surface structures, drains, sewers, and other obstructions encountered in the progress of the work shall be supported temporarily and given other adequate protection and maintenance at the direction of the Engineer. Any structures disturbed shall be restored upon completion of the work at the Contractor's expense.

Compensation for all labor, materials, supplies and equipment for the work required by this section shall be included in other items of work and no additional compensation shall be allowed.

6.6 CONNECTION TO EXISTING MAINS

Connections of new mains to existing mains shall be made by tapping the existing main under pressure. Interior surfaces of tapping sleeves and valves shall be thoroughly disinfected before they are installed into the existing main. The surface of the existing main to which the tapping sleeve is attached shall also be disinfected.

EXCEPTIONS

Connection to the existing main may be made by connecting the new main to the existing main at a valve dead end. Shutting down existing mains for the purpose of connecting a new main shall not be permitted.

6.7 ALIGNMENT AND GRADE

The trench shall be dug so that the pipe can be laid to the alignment and depth required and shall be excavated only so far in advance of pipe laying as permitted by the Engineer. The trench shall be braced and drained so that the workmen may work in it safely and efficiently. All trench de-watering pumps shall be discharged to natural channels, or existing drains and sewers.

6.8 OBSTRUCTIONS

Whenever obstructions not shown on the plans are encountered during the process of the work and interfere to such an extent that an alteration in the plans is required, the Engineer shall have the authority to change the plans and order a deviation from the line and grade or arrange with the Owners of the structure for the change in plans result in additional work by the Contractor, such additional work shall be compensated for on the basis of the unit price bid in the proposal.

Ledge rock, boulders, or larger stones shall be removed to provide a clearance of at least six (6) inches below and on each side of all pipe, valves and fittings. Compensation for labor, materials and other items required to remove the rock and boulders within the specified clearance limits shall be included in other items of work and no additional compensation shall be allowed.

6.9 ADDITIONAL EXCAVATION

Compensation for all labor, materials, supplies and equipment for additional excavation to provide a minimum of six (6) inch clearance beneath the pipe barrel and bells for concrete encasement or granular bedding shall be covered by a change order.

Where the bottom of the trench at sub-grade is found to be unstable or to include ashes, cinders, refuse, vegetable or other organic material or large pieces of fragments of inorganic material that in the judgment of the Engineer, should be removed, the Contractor shall excavate and remove said unsuitable material to the width and depth ordered by the Engineer. A suitable sub-grade shall be constructed by the use of granular material placed in six (6)-inch compacted layers. Compensation for all labor, materials, supplies and other items of work for said additional excavation and backfill to correct unsuitable sub-grade should be covered by a change order.

6.10 TRENCH WIDTH

The width of the trench shall be ample to permit the pipe to be laid and jointed properly and the backfill to be placed and compacted as required by these Provisions. Trench width at the top of the pipe shall not exceed the nominal pipe diameter plus two (2) feet. Width, at the top of the pipe, in excess of that specified shall require special protection of the pipe as directed by the Engineer with no additional compensation therefore. Maximum trench width for computation of pay quantities for granular backfill and pavement replacement shall not exceed two (2)-feet.

6.11 EXCAVATED MATERIAL

All surface material that in the opinion of the Engineer is suitable for re-use in restoring the surface shall be kept separate from the general excavated material as directed by the Engineer.

All excavated material, other than topsoil ordered to be stockpiled by the Engineer, shall be piled in a manner that will not endanger the work and that will avoid obstructing sidewalks, driveways, flow in drainage channel or roadways.

6.12 BACKFILL

Backfill shall consist of suitable native material obtained from trench excavation. Backfill shall be at least eighteen (18)-inches above the surrounding ground in neat windrow. The trench backfill shall be graded two (2) additional times after the initial backfill as directed by the Engineer. All native material used to backfill the trench shall be compacted to 95% maximum density as determined by a Standard Proctor Test.

6.13 THRUST BLOCKING

Fittings for horizontal or vertical water line alignment changes shall be blocked with concrete. Concrete for blocking shall be class "C". Fittings shall be covered with building paper and the concrete shall not extend above fitting spring line to the fitting ends. Blocking shall bear on undisturbed soil and shall be the minimum bearing area or volume specified on the plans for the particular pipe size. Blocking for plugs shall include a 3 3/4-inch section of plywood, exterior grade, minimum size of 18-inch, placed between the plug and concrete blocking. Thrust blocking of fittings shall conform to standard drawings A-2a, A-2b and A-3a, unless shown otherwise on the plans.

6.14 DITCH OR RIVER CROSSING

Ditch crossing shall conform to standard drawings unless otherwise detailed on the plans. Ditch crossing may be made by deflecting the water line pipe at the joints no

more than one-half (1/2) the maximum deflection, recommended by the pipe manufacturer subject to the Engineers approval. Short sections of pipe, not exceeding 6-feet 6-inches in length, shall be used to minimize the transition length.

6.15 FIELD TILE REPAIR

Field tile cut by the trenching operation necessary to install the proposed water line shall be replaced and repaired in accord with these provisions.

Backfilling shall be tamped with a minimum width of two (2) feet at the flow line of the tile. The tamped fill shall slope not greater than 45 degrees from a horizontal line to the base of the trench.

PVC pipe equal to the size of the field tile disturbed shall be used for replacement. The pipe shall be laid on a plank two (2)-inches thick with a width equal to the nominal tile size plus two (2)-inches. The Plank shall be firmly supported by the tamped backfill and shall bear at least twelve (12)-inches at each end on undisturbed native material. The minimum length of the pipe section shall be the trenched width plus two (2)-feet and shall be one piece of pipe.

6.16 TRENCH MAINTENANCE

The water line contractor will be responsible to maintain the water line trenches for one year after completion. If the trench settles or if the granular backfill becomes over saturated with water, it will be the responsibility of the water line Contractor to repair the trenches.

SECTION 7 – FIRE HYDRANTS

7.1 FURNISHING

This item shall include the furnishing and installation of all fire hydrants with watch valves and valve boxes and the required anchoring pipe fittings as herein specified and as shown on the drawings. All bolts and nuts shall be stainless steel. All underground portions of the hydrant shall be wrapped in 8-mil polyethylene in accordance with AWWA C-105 prior to bedding and backfilling.

Fire hydrants shall be Village of Montpelier standard hydrants as manufactured by Mueller Co. All hydrants shall conform to the latest AWWA Standard Specifications C502 and as shown on the drawings.

The Contractor shall verify the pumper nozzle, operating nut, outlet nozzle and camp nut size and hose threads conform to those on existing Village of Montpelier hydrants before new hydrants are shipped.

Fire hydrants shall be of the compression type, opening against and closing with the water pressure in the main, having a 5 ¼-inch valve opening, two 2 ½-inch hose nozzle and one 4 ½-inch pumper nozzle. Hydrants shall conform to AWWA C502 latest revision. The manufacturer shall furnish an affidavit indicating that all tests and provisions or AWWA C502 have been met.

Hydrants shall be suitable for setting in trenches of the depths shown or as required. **Hydrants shall be manufactured with no drain holes.** Each hydrant shall be furnished with a six (6)-inch mechanical joint base. Hydrants shall open by turning to the left (counter clockwise). All fire hydrants shall be fitted with a five (5)-inch Harrington Stortz adapter.

7.2 DISTANCE FROM CURB OR BERM

Hydrants shall be located no closer than three (3)-feet from the centerline of the hydrant to the back of an existing curb or from the edge of the berm of the road.

7.3 PAINT

Each hydrant shall be given two coats of good weatherproofing paint before leaving the factory and another after installation. The portion of hydrant below ground shall be painted with black paint and the portion above ground shall be painted to match the existing hydrants throughout the Village of Montpelier. The color of the field coating shall be submitted to the Owner for approval prior to application on the new hydrant.

Painting specification for new hydrant installation: Top of bonnet of hydrant to match hydrants throughout the Village of Montpelier. Paint specifications to match Williams Industrial Enamel.

The hydrant shall be marked for visibility using one (1)-inch white reflective solid tape matching the following specification Lab Safety Supply, Federal Specifications L-S-30C, Reflectivity 3. Tape is to be placed around the hydrant just above 2 ½-inch outlets.

All hydrants shall arrive on site painted the standard red color as stated in the previous paragraphs.

7.4 INSTALLATION

All hydrant installations shall conform as specified on the plans unless an alternate method is specified.

Furnish and install a six (6)-inch watch valve and valve box with each hydrant. Each hydrant connection to the mains shall be made by securing the hydrant and watch valve to the tees with anchoring pipe and/or couplings as shown or required. All anchoring pipe and fittings shall be of the plain end, mechanical joint type incorporating an integral follower gland.

Hydrants shall be set plumb and to the grade of the curb, street, alley, highway or right-of-way as approved by the Engineer. Pumper nozzle shall always be set toward the centerline of the street, highway, or right-of-way. Excavation for hydrants shall first be backfilled with No. 6 stone to minimum depth of two (2) feet. Remainder of excavation shall be backfilled as specified for the trenches.

The hydrant base and watch valve shall rest on a solid concrete block approximately 8" x 8" x 16".

7.5 COST OF WATER PURCHASED

Unless otherwise specified, cost of water necessary for flushing, testing, etc. shall be at the Contractors expense.

7.6 DEPTH

Hydrants shall be so installed that the ground line mark cast on the hydrant shall be +/- three (3)-inches from finished grade.

7.7 DRAINAGE

Number #57 or #8 crushed stone shall be placed at the bottom of the hydrant to provide adequate drainage of the hydrant barrel.

SECTION 8 – BORING

8.1 BORING

This work included under this item consists of boring under the road and placing a casing in the bored hole in accordance with the plans and specifications and these special provisions.

8.2 CASING PIPE

Casing pipe under future railroad siding shall be steel pipe with minimum yield strength of 35,000psi. Casing pipe shall be protected inside and out by an approved bituminous coating.

8.3 WALL THICKNESS

<u>Minimum Thickness Inches</u>	<u>Pipe Outside Diameter Inches</u>
0.188	Under 14
0.219	14 and 16
0.250	18
0.281	20
0.312	22
0.344	24
0.375	26
0.406	28 and 30

8.4 COATING

The steel pipe shall be coated inside and out with a coal tar or asphalt base material with a minimum thickness of approximately 1 mil.

8.5 WELDING

Sections of casing shall be butt welded completely around the circumference of the pipe. Weld strength shall be at least that specified for the pipe. Details of the welding procedure including chemical composition of base metal and welding electrodes shall be furnished for the Engineers approval. Boring operations shall not be started prior to the Engineers written approval.

8.6 BORING

Where required by the plans the line shall be bored, a steel casing conforming to these Special Provisions shall be installed after the hole has been bored. The outside diameter of the steel casing shall be the same as the diameter of the hole bored. If a void exists between the liner and the bored hole, the void shall be completely filled with grout. Wood blocks shall be banded to the pipe at three (3)-feet intervals for transit pipe and ten (10)-feet intervals for PVC pipe to insure the pipe stays on grade. The ends of the liner shall be plugged with concrete. The edge of the boring pit shall be at least five (5)-feet from the back of the curb. Boring shall be measured from five (5)-feet outside of pavement to five (5)-feet outside of pavement as shown on the plans.

SECTION 9 – PIPE RESTRAINTS

9.1 PIPE RESTRAINT CLAMPS

Restraints shall be as specified on the plan.

9.2 TIE ROD, NUTS & WASHERS

All tie rods, nuts and washers used in the project shall conform to the plan.

9.3 EYE BOLTS TO BE USED WITH THREADED ROD

Eyebolts with threaded rod to restrain joints shall conform to the plan.

SECTION 10 – WATER SERVICES

10.1 GENERAL

All water services connections shall be made under the direct supervision of the Water Department personnel or the Engineer. The Contractor shall pay supervision cost.

Tapping saddles will be used on mains when installing water service taps.

Water services are to be installed exactly as shown on the plans.

Service shall not be installed until pressure testing and the bacteria has been approved by the Owner.

Services branch material shall be in accordance with these Special Provisions.

10.2 TAPPING SADDLES, CORPORATION STOPS AND CURB VALVES

Tapping saddles, corporation stops, curb valves, shall be shown on the plan.

10.3 CURB BOXES

Curb boxes shall be as shown on the plan. Curb boxes shall be equipped with foot pieces designed for the make and style of curb to be used. The lid shall be equipped with a Standard Waterworks Pentagon – headed brass bolt and the lid shall have “Water” cast onto it.

10.4 SERVICE PIPE

Service Pipe shall be:

From the main to the meter pit Type K soft tubing Copper made in accordance with the latest revision of ASTM Specification B88-47 of Federal Specifications WW-T-799 and shall have the type designation manufacturer's name or symbol stamped onto the outer surface.

From the meter pit to the house use HDPE 4710 DR 9 CTS tubing NSF 250 PSI.

For sized 1 ½" to 2" Type M (rigid) copper tubing may be used. Full 20-foot lengths shall be used when possible.

10.5 SERVICE PIPE COUPLINGS

When joining two ends of copper pipe, the following coupling or an approved equal shall be used:

Mueller Cat. #H-15403 (Specify size)

SECTION 11 – COMPENSATION

11.1 COMPENSATION FOR WATER LINE

Full compensation for all items of work including labor, material, supplies and equipment for excavating the trench and placing the pipe on granular bedding, including the cost of water line pipe, tested and disposal excess excavated material and all other items of work not specified including in another pay item shall be included in the unit price per lineal foot for each size of pipe. Measurement of the water line for payment shall be the actual length of water line constructed from centerline fitting to fitting with no deduction for fittings or other specials, as measured to the nearest whole foot.

Compensation for granular backfill including all compensation for all labor, materials, supplies, equipment, disposal of excess excavated material and the compaction of the granular backfill shall be included in the unit price per linear foot of Type B water line.

Compensation for granular bedding for pipe placement, including all labor, materials, supplies and equipment, disposal of excess material and the compaction of the aggregate bedding shall be included in the unit price per linear foot of pipe and no additional compensation will be allowed.

Full compensation for fittings and necessary adapters including all labor, material, supplies, equipment and concrete blocking shall be included in the unit price for each size and type of fitting and no additional compensation shall be allowed therefore.

Full compensation for line valves, including valve box and cover, all labor, material, supplies and equipment shall be included in the unit price bid per line value of the specified size and no additional compensation shall be allowed therefore.

Full compensation for hydrants, including the mechanical joints, watch valve, valve box, anchoring couplings or tie rods and all labor, material, supplies and equipment to place the hydrant, watch valve and watch valve box including cover as detailed on the plans shall be included in the unit price per hydrant of the specified size and no additional compensation shall be allowed therefore.

Compensation for the boring, including all labor, material, supplies, equipment to install the casing pipe and make the boring shall be included in the unit price per lineal feet of boring and no additional compensation shall be allowed therefore. Cost of placing the water line pipe through casing will be paid for under the price bid per linear feet of water line.

Compensation for water services including all material, supplies equipment, labor, installing the tapping saddles, corporation stops, curb valves, curb boxes, and service pipe shall be included in the unit price bid and no additional compensation shall be allowed therefore.

SPECIAL PROVISIONS

SECTION P
SODDING, SEEDING
& MULCHING

SECTION P – SODDING, SEEDING AND MULCHING

1.1 GENERAL

This work consists of fine grading, furnishing and placing top soil, sod, seeding and mulching areas disturbed and shall conform to Item #659 and Item #660 of the Standard Specifications, detail plans, and these Special provisions.

1.2 TOP SOIL

Top soil shall be furnished per Item Section B Excavation and Backfill and shall be a minimum of four (4)-inches deep and shall conform to Item #659.05 of the Standard Specifications.

1.3 SOD

Sod shall conform to Item #660 of the Standard Specifications.

1.4 SEED

Seed mixture shall conform to Item #659.07 and Item #659.09 Class I of the Standard Specifications.

All seed used shall be approved by the State of Ohio, Department of Agriculture, Division of Plant Industry and a certificate to this effect shall be furnished to the Engineer by the seed supplier prior to seeding operations.

The rate of seed application shall not be less than five (5) pounds per 1,000 square feet.

1.5 FERTILIZER

Fertilizer shall be applied at a rate of not less than ten (10) pounds per 1,000 square feet. Commercial fertilizer shall conform to the 12-12-12 designation.

At no extra cost to the Owner, the Contractor will be required to re-fertilize, re-seed and recondition any area which has previously so treated and which subsequently has been eroded by action of the elements when, in the judgment of the Engineer, reworking of the area is required.

No fertilizing and seeding shall be done between June 1st and August 15th unless approved by the Engineer. The Contractor shall maintain areas until seeding is complete.

1.6 ALTERNATE SEED MIXTURES

Alternate seed mixtures may be used subject to the Engineer's prior approval.

1.7 COMPENSATION FOR SEEDING

Full compensation for seeding and mulching including, but not limited to, all labor, materials, supplies and equipment shall be included in lump sum price bid for seeding and mulching and no additional compensation shall be allowed therefore. Areas to be seeded are those disturbed by the construction.

SPECIAL PROVISIONS

SECTION Q

LABORATORY SERVICES

SECTION Q – LABORATORY SERVICES

1.1 GENERAL

The Owner will retain an outside laboratory to perform compaction testing, sieve analysis for bedding stone and proctor analysis for backfill to assure compliance with the Contract Documents.

The Contractor shall employ an outside independent firm to provide testing to insure that the pipe is in compliance with the contract documents.

Test required by the Owner shall not relieve the contractor from the responsibility of compliance with the Specifications.

Testing shall be completed by a certified testing laboratory. The laboratory shall be a recognized and independent commercial laboratory with experience in conducting the required test. The laboratory shall certify compliance with ASTM E-548.

The Owner will pay for compaction and related aggregate testing. The Contractor shall pay for any other testing that is required.

1.2 TESTING

- A. Aggregates, Bedding Material, and Special Backfill – For each type of material, the laboratory shall perform an ASTM C-136 sieve and screen analysis to determine compliance with the contract documents.
 - 1. For testing purposes, prior to construction, the Contractor shall supply the owner with a 25 lb. bag each of bedding and special backfill aggregate.
 - 2. Periodically during construction, additional samples of bedding and select backfill will be tested.
 - 3. Retests shall be performed until the Specifications are met.
 - 4. Retest shall be performed each time the source of material is changed.
- B. Selected Backfill Compaction Testing shall be performed as required by the engineer as the backfill is being placed in lifts. Prior to placing asphalt, stone base shall be tested for compaction at 100 feet intervals.

C. Mix Designs:

1. For each type of controlled density fill, concrete, and asphalt, the laboratory shall review, perform test(s) and approve the necessary mix design(s).
2. Review, perform test(s) and approve change in source of materials.
3. The asphalt design shall be made in accordance with ASTM D-1559, the Marshall Method of Mix Design
4. Approved mix designs shall include sieve analysis and suppliers' certificates for materials incorporated in the mix.

D. Compaction Tests:

1. For each type of backfill material, the laboratory shall determine the moisture-density curve according to ASTM D-698.
2. Using ASTM D-2922 test methods, the laboratory shall determine the density of placed backfill.
3. Retests shall be performed if the compaction requirements stated in the individual Sections are not met.

E. Asphalt and Concrete Quality Control Testing – Perform tests as indicated in these Specifications.

F. Pipe Testing – The Contractor shall provide a certificate from an independent source verifying that the pipe meets the specifications.

G. Miscellaneous Tests – Perform all other tests required in the individual Sections of the Specifications.

1.3 PLANT INSPECTIONS

Inspect and certify asphalt and concrete plants.

1.4 EQUIPMENT

- A. Provide all necessary equipment to extract and store samples and perform the required tests.

1.5 COORDINATION

The Contractor shall provide the source of all materials requiring testing and shall arrange access for the independent laboratory to obtain representative samples and perform required tests at the material source. The information shall be supplied in advance to allow time for testing and reporting. Concrete information shall be supplied at least 45 days prior to the first concrete placement.

Contractor shall coordinate activities to accommodate the required quality control.

The laboratory shall conduct tests on materials and in locations as directed by the Owner.

1.6 FIELD TESTING (MINIMUM REQUIREMENTS)

- A. The laboratory shall perform the following field tests:
 1. Trench Backfill – One test for every 200 cubic yards of backfill material.
 2. Sub-grade Compaction – One test for every 300 square yards of sub-grade.
 3. If directed by the Engineer, additional tests shall be performed for any of the above
 4. Retesting, as a result of not meeting the specifications, shall be paid by the Contractor.

SPECIAL PROVISIONS

SECTION R ***ALLOWANCES***

SECTION R – ALLOWANCES

1.1 GENERAL

This work includes providing labor and materials to perform internal plumbing to modify or reconnect existing waterlines in the basements of homes and businesses.

1.2 INTERNAL PLUMBING.

Cost to reconnect the waterline, including material and labor to be included in this item.

The residences/businesses scheduled for internal modifications are as indicated in the Drawings. The Owner, upon further investigation during construction, may add additional work.

The bid for the reconnection has been fixed at the price specified on the bid form. Upon completion, the contractor shall submit an invoice from a certified plumber for the actual cost at each location. A change order will be issued to cover the difference about or below that specified. The contractor shall be responsible for coring the hole through the foundation wall, extending the waterline through the wall 12", and grouting the void around the pipe inside and outside with hydraulic cement. Any damage cause by coring the foundation wall shall be repaired at the contractor's expense. The contractor will be paid for the lineal feet installed to inside the wall 12". The cost of coring and necessary fittings shall be covered under other items.

The Owner will not pay for overhead and profit on the reconnection. This cost is to be included in all other items.

Internal plumbing is to performed by a licensed plumber.

SPECIAL PROVISIONS

SECTION S
SITE PLANTINGS
& TREES

SECTION S – SITE PLANTINGS AND TREES

1.1 GENERAL

This work shall include furnishing and planting trees, shrubs, vines and other woody or plants disturbed during construction, either in the right of way or private property, conforming to Item #661 and Item #662 of the Standard Specifications.

All trees, shrubs, vines and other plants disturbed due to neglect on the Contractor's part shall be replaced at the Contractor's expense.

All other damaged trees, shrubs, vines, and other plants damaged as directed by the Owner shall be replaced by the Owner.

SECTION 2 – TREES

2.1 GENERAL

This work shall include furnishing and planting trees, disturbed during construction and shall conform to Item #661 of the Standard Specifications

2.2 MATERIALS

Trees shall be replaced with trees of the same species as those removed. Trees smaller than four (4)-inches in diameter shall be replaced with trees of the same diameter.

Trees four (4)-inches in diameter and larger shall be replaced with trees of four (4)-inch minimum diameter.

2.3 COORDINATION

The Owner will mark and record the location, size and species of trees within the work limits that are to be protected or removed.

Any tree not marked and damaged by the Contractor, shall be removed and replaced at the Contractor's Expense.

SPECIAL PROVISIONS

SECTION T

POLLUTION CONTROL

SECTION T – POLLUTION CONTROL

1.1 GENERAL

This Section includes the requirements for pollution and erosion control. Dust palliatives shall conform to ODOT Item #616. Erosion control shall conform to supplemental specification 832.

1.2 REQUIREMENTS

The Contractor is responsible to obtain and pay for NPDES Permit for storm water discharge.

The Contractor is responsible for following an erosion control plan in accordance with the requirements of the Clean Water Act, 33 USC Section 1251 et seq. and the OWPCA, ORC 6111.01 et. seq. and related rules. The Contractor warrants and agrees that it is equipped to limit water pollution for its activity according to applicable Federal and State standards.

The Contractor shall submit to OEPA a SWPPP prepared by a Registered Professional Engineer. The engineer shall be licensed by the State of Ohio. An approval copy shall be submitted to the Village of Montpelier.

It shall be the responsibility of the Contractor to prevent or limit pollution of air and water resulting from his operations.

The Contractor shall perform work required to prevent soil from eroding or otherwise entering onto all paved areas and into natural watercourses, ditches, and public sewer systems, and to prevent dust attributable to his operations from entering the atmosphere.

Water containing suspended material from any part of the Contractor's operations shall be clarified before discharging to drains or streams.

No fill, topsoil, or heavy equipment shall be stored within 200-feet of a stream bank or within the dripline of a treed area.

Excess soil that is stockpiled shall be removed and regarded within fifteen (15) days of the completion of construction.

1.3 SEDIMENT CONTROL

Contractor shall control erosion and trap sediment from all sites remaining disturbed for more than fourteen (14) days. Such practices shall include among others, sediment traps, sediment basins, silt fences, and storm drain inlet protection. Silt Fence shall be ODOT Item #712.09 type C Geotextile Fabric.

Timing - Sediment control structures shall be functional throughout earth-disturbing activity. Sediment ponds and perimeter sediment barriers shall be implemented as the first step of grading and within seven (7) days from the start of grubbing. They shall continue to function until the upslope development area is re-stabilized.

Sediment Barriers – Sheet flow from runoff from denuded area shall be intercepted by sediment barriers. Sediment barriers, such as sediment fences or diversions directing runoff to settling facilities, shall protect adjacent properties and water resources from sediment transported by sheet flow.

Other erosion and sediment control practices shall prevent sediment-laden water from entering drain systems. These practices shall divert runoff from distributed areas and steep slopes where practicable and stabilize channels and outfalls from erosive flows.

1.4 CONSTRUCTION ON SLOPES

The Contractor shall comply with the following requirements when working on slopes exceeding 4:1.

1. The pipeline shall be constructed during dry weather, low flow periods as determined by the Engineer. The construction time for this work shall be limited to the shortest time possible in order to minimize environmental impacts.
2. Construction equipment shall be limited to trenching equipment or rubber tired backhoes in order to prevent soil erosion and maintain slope stabilization.
3. Biodegradable mesh shall be used for slop stabilization. The mesh shall cover the entire width of disturbed ground.
4. The trench shall be backfilled immediately after installation of the pipe. The disturbed areas shall be graded, seeded, and mulched

within 24 hours after backfilling. The Contractor shall maintain all seeded and mulched areas in accordance with the specifications until final acceptance of the work.

5. The Contractor shall place straw or hay bales at the base of the slopes for sedimentation control. The bales shall be placed prior to construction of the pipeline and shall remain until final seeding has germinated and become established.

1.5 STREAM CROSSINGS

- A. Construction of the stream crossings shall occur only during dry weather low-flow periods. Wherever possible, use of heavy equipment during crossing construction is to be restricted to the stream bank and is not to be permitted in the stream channel.
- B. The width of stream banks disturbed in constructing a stream crossing shall be limited to the width of the trenching machine.
- C. Immediately after the conduit and any required concrete encasement is in place, the re-establishment of channel contours and bank stabilization shall commence. The stream crossing and associated restoration shall be completed within 48 hours of initiation.
- D. To minimize erosion, the work of clearing, grading, excavation, pipe installation, backfilling, erosion protection, final cleanup and all other work within fifty (50)-feet of the stream shall be performed without interruption and within the shortest time practical.

1.6 STORMWATER POLLUTION PREVENTION PLAN

- A. The Contractor shall prepare and adhere to SWPPP in conformance with OEPA Guidelines. Plan shall be available at the site's construction office.

1.7 DUST CONTROL

- A. Dust control shall be managed on a daily basis throughout the contract time.

SPECIAL PROVISIONS

SECTION T
POLLUTION CONTROL

Supplemental
Specifications 832
Temporary Sediment
and
Erosion Control

STATE OF OHIO
DEPARTMENT OF TRANSPORTATION

SUPPLEMENTAL SPECIFICATION 832
TEMPORARY SEDIMENT AND EROSION CONTROL

January 17, 2014

- 832.01 Description
- 832.02 Definitions
- 832.03 SCD References
- 832.04 Requirements and Provisions
- 832.05 Locate and Furnish BMP
- 832.06 Causeways and Access Fills (Stream and River Crossings and Fills)
- 832.07 Causeway and Access Fills Construction and Payment
- 832.08 Maintenance
- 832.09 Storm Water Pollution Prevention Plan
- 832.10 SWPPP Acceptance
- 832.11 Inspections and SWPPP Updates
- 832.12 Compensation
- 832.13 Method of Measurement
- 832.14 Basis of Payment

832.01 Description. This work consists of locating, furnishing, installing, and maintaining temporary sediment and erosion control Best Management Practices (BMP) for earth disturbing activity areas, developing a Storm Water Pollution Prevention Plan, and filing a Co-Permittee form as required. Furnish a Storm Water Pollution Prevention Plan if required prior to any earth disturbing activity. Furnish and install temporary sediment and erosion control best management practices in compliance with all NPDES and surface water permits. Amend the Storm Water Pollution Prevention Plan in accordance with the OEPA NPDES Permit. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other Federal, State, or local agencies, adhere to the more restrictive laws, rules, or regulations.

832.02 Definitions

BMP. Temporary sediment and erosion control best management practices designed and installed by methods compliant with the Ohio NPDES Permit (Appendix E of this specification Part III. G. 2.), by this specification and location shown on the SWPPP.

C&MS. Construction and Material Specifications of the Ohio Department of Transportation dated as shown on the plans.

CECI. Contractor's Erosion Control Inspector. Must have active CESSWI or CPESC certification.

CESSWI. Certified Erosion, Sediment, and Storm Water Inspector sponsored by the Soil and Water Conservation Society and International Erosion Control Association. Information on certified individuals is available at *www.cesswi.org*.

CPESC. Certified Professional in Erosion and Sediment Control as sponsored by the Soil and Water Conservation Society and International Erosion Control Association. Information on certified individuals is available at *www.cpesc.net*.

Co-Permittee. A requirement of OEPA NPDES Permit (Appendix E of this specification, Part I. F. Notice of Intent Requirements).

EDA. Earth Disturbing Activity is any activity that exposes bare ground or an erodible material to storm water, including any "Disturbance" as defined in OEPA NPDES Permit, Part VII, Definition H.

Contractor EDA. Any EDA that is not shown on the plans as part of the project. EDA not shown on the plans and occurring within the project limits is also Contractor EDA.

Project EDA. Any EDA that is shown on the plans as part of the project.

Total EDA. Combined Project EDA and Contractor EDA.

EPA. Environmental Protection Agency.

Isolated Wetland Permit. Ohio EPA permit allowing the discharge of fill material into an isolated wetland.

NOI. Notice of Intent.

NOT. Notice of Termination.

NPDES. National Pollutant Discharge Elimination System.

OEPA. Ohio Environmental Protection Agency.

OEPA NPDES Permit. Ohio EPA Storm Water Construction General Permit (OHC 000004) Appendix E of this specification.

OES. Office of Environmental Services-ODOT.

OHWM. The line on the shore established by the fluctuations of water and indicated by physical characteristics such as clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas or defined in accordance with the most current version of 33 CFR 328.

Operator. As defined in OEPA NPDES Permit (Appendix E of this specification, Part VII. Definitions, Q.)

OWPCA. Ohio Water Pollution Control Act (Ohio Revised Code 6111.01 et seq.).

PCN. Pre-Construction Notification for 404 permit.

SCD. Standard Construction Drawing.

SWPPP. Storm Water Pollution Prevention Plan.

USACE. United States Army Corps of Engineers.

404 Permit. USACE permit authorizing discharge of fill material into Waters of the US, per Section 404 of the Clean Water Act.

401 Water Quality Certification (401 WQC). Ohio EPA permit authorizing discharge of fill material, per Section 401 of the Clean Water Act.

Waters of the United States. Defined in Code of Federal Regulations, 33 CFR Part 328.

832.03 SCD References. Construct the following features according to the SCDs as listed on the plan title sheet.

Construction Fence	DM-4.3
Dikes	DM-4.3
Filter Fabric Ditch Check	DM-4.4
Inlet Protection.....	DM-4.4
Perimeter Filter Fabric Fence	DM-4.4
Rock Channel Protection Type C or D with/without Filter	DM-4.3/4.4
Sediment Basins and Dams	DM-4.3
Slope Drains.....	DM-4.3
Construction Entrance (Type 1 Driveway).....	BP 4.1

832.04 Requirements and Provisions. Furnish a SWPPP to represent compliance with OEPA NPDES Permit (See Appendix E), related rules, specifications, SCD, and permits. The Department will furnish the Contractor a copy of the NOI and the OEPA approval letter at or before the Pre-Construction meeting.

Locate, furnish, install, and maintain temporary sediment and erosion control Best Management Practices (BMP) that are compliant with the Clean Water Act (33 USC Section 1251 et seq.), the OWPCA, the 404 permit, the 401 WQC, the Isolated Wetland Permit, local government agency requirements, specifications, SCD, and other related rules and permits.

File a Co-Permittee form when the project requires a Notice of Intent (NOI) to the Ohio EPA.. Information about the Co-Permittee form can be found at http://epa.ohio.gov/Portals/35/storm/StormWater_Co-Permittee_NOI.pdf For a copy of the Co-Permittee form see Appendix D. When a co-permittee form is required, furnish the Department with a copy of the OEPA Co-permittee NOI approval letter at or before the Pre-Construction meeting.

Post Construction controls described in Appendix E (Part III.G.2.e) are not temporary erosion control features. Construction requirements and compensation for post construction controls are

detailed in the project plans. Provide protective measures that ensures sediment, debris and any contamination will not enter the Post Construction controls. All costs associated with these protective measures are included in the compensation for post construction controls.

The following provisions survive the completion and/or termination of the contract.

Provision 1. If a governmental agency or a local governmental authority finds a violation of the above noted requirements, or that the BMP are incomplete, or that the SWPPP is incomplete or that the implementation of the SWPPP is not being performed correctly or completely, full responsibility is borne by the Contractor to make all corrections.

Provision 2. If a governmental agency or a local governmental authority furnishes an assessment, damage judgment or finding, fine, penalty, or expense for a violation of the above noted requirements, or that the BMP are incomplete, or that the SWPPP is incomplete or that the implementation of the SWPPP is not being performed correctly or completely, the Contractor will reimburse the Department within 10 Calendar Days of the amount for any of the above. The Department may withhold the amount of money requested for the above from the Contractor's next pay estimate and deliver that sum to the governmental agency or local governmental authority issuing the assessment, damage judgment or finding, fine, penalty or expense.

Provision 3. The Contractor agrees to indemnify and hold harmless the Department, and will reimburse the Department for any assessments, damage judgment or finding, fine, penalty, or expense as a result of the failure of performing this portion of the Contract. The Department may withhold the amount of any assessments, damage judgment or finding, fine, penalty or expense from the Contractor's next pay estimate.

Provision 4. If a governmental agency or a local governmental authority furnishes a stop work order for any of the following: a violation of the above noted requirements; BMP are incomplete; SWPPP is incomplete; implementation of the SWPPP is not being performed correctly or completely, the Department will find the Contractor in default.

Provision 5. If the Department or any government regulatory agency finds a violation of the above noted requirements, or that the BMP are incomplete, or that the SWPPP is incomplete or that the implementation of the SWPPP is not being performed correctly or completely, the Contractor shall correct and mitigate the conditions within 48 hours of notification by the Department or regulatory agency. Failure to correct non-compliant site conditions may result in the Department suspending work for the entire project until the corrections are performed. Repeated non-compliance with the SWPPP or failure to regularly update the SWPPP as needed to match the site conditions may result in removal of the Contractors Superintendent in accordance with C&MS 108.05.

EDA Requirements. Furnish appropriate BMP for all EDA. Unless otherwise indicated, BMP will be compensated provided that the BMP are designed, installed and maintained appropriately. For projects that do not require a SWPPP as indicated in the table below, furnish a written plan for acceptance by the Engineer that identifies the location, extent and purpose of the BMP proposed. Compensation will not be provided for the written plan.

An estimated amount is established in the proposal for BMP to be used for project EDA and estimated Contractor EDA as outlined below:

Scenarios for Routine Maintenance Projects

(as identified on the Plan Title Sheet)

Project EDA (acres)	Estimated Contractor EDA (acres) ^[1]		
	EDA = 0	0 < EDA < 1	1 ≤ EDA < 5
EDA = 0	A	B	C
0 < EDA < 5	B	B	C

Scenarios for Non Routine Maintenance Projects

Project EDA (acres)	Estimated Contractor EDA (acres) ^[1]		
	EDA = 0	0 < EDA < 1	EDA ≥ 1
EDA = 0	A	B	D
0 < EDA < 1	E	^[2]	F
EDA ≥ 1	F	F	F

- [1] If the actual Contractor EDA in the SWPPP exceeds the estimated Contractor EDA on the Title Sheet resulting in a Total EDA > 1 acre (0.4 ha), use Scenario D.
- [2] If project EDA and estimated Contractor EDA are less than 1 acre (0.4 ha), use Scenario E. If Project EDA and Estimated Contractor EDA are greater than 1 acre (0.4 ha), use Scenario F. If the actual Contractor EDA exceeds the estimated Contractor EDA and results in the Total EDA exceeding 1 acre (0.4 ha), use Scenario D.

Scenario A:	No requirements for SWPPP, NOI and NOT.
Scenario B:	Furnish BMP for Contractor EDA. No SWPPP, NOI or NOT are required. BMP used for Contractor EDA will not be compensated.
Scenario C:	Furnish a BMP, SWPPP, NOI, and NOT for Contractor EDA only. BMP used for Contractor EDA, SWPPP, NOI and NOT will not be compensated.
Scenario D:	Furnish a NOI, SWPPP with BMP, and a NOT for all EDA areas. The NOI, SWPPP, BMP, and the NOT will not be compensated.
Scenario E:	Furnish BMP for all EDA. No SWPPP, NOI or NOT are required. BMP used for the Project EDA will be compensated.
Scenario F:	Furnish a SWPPP with BMP for all EDA areas and file a Co-Permittee form. The SWPPP and these BMP will be compensated. The Department will furnish a NOI and NOT.

832.05 Locate and Furnish BMP. Locate and furnish the BMP in accordance with the OEPA NPDES Permit and the SWPPP.

The Department may accept other materials or alternative controls as BMP provided the Contractor submits a written proposal for the alternatives to the Engineer. Alternative controls, upon acceptance by the Engineer, will be compensated per unit price for the BMP as shown in Appendix F.

Furnish filter fabric ditch checks, inlet protection, perimeter filter fabric fence, sediment basins and dams, dikes, slope drains, construction entrances, erosion control mat and rock channel protection materials as specified on the SCD.

A. Perimeter Controls. Use perimeter filter fabric fence to capture construction related sediment carried in sheet flow runoff. Restrict the use of perimeter filter fabric fence to the extent allowed in the OEPA NPDES Permit.

Use dikes to divert and control surface water and sediment flow to prevent discharge of construction related sediment from the project.

Install perimeter filter fabric fence and dikes before any clearing and grubbing operations.

Ensure that the ponding of water behind the perimeter filter fabric fence or dike will not damage property or threaten human health and safety.

B. Inlet Protection. Construct the inlet protection for existing inlets at the beginning of construction and for new inlets immediately after completing the sump. Ensure that the ponding of water behind the inlet will not damage property or threaten human health and safety.

C. Construction Seeding and Mulching. Furnish commercial fertilizer, seed, and mulch materials conforming to C&MS Item 659. Apply seed and straw mulch materials according to C&MS Item 659 as modified below.

Apply straw mulch at a rate of 3 tons per acre (0.7 metric ton/1000 m²). Seed and mulch during construction. This BMP may only be installed after March 15 and before October 15. Use wood fiber or compost mulch only with concurrence of the Department. Fertilize construction seeding areas at one-half the application rate specified in C&MS Item 659. If project conditions prevent fertilizing the soil and preparing the seed bed, then the fertilizing and preparation requirements of C&MS Item 659 may be waived. Do not place construction seed or fertilizer on frozen ground. Apply seed for this BMP at the rates shown below:

Seed Mixture		Number of Bales
Fawn Tall Fescue	3.0 lb/1000 ft ² (15 kg/1000 m ²)	2 / 1000 ft ² (0.01 ha)
Annual Ryegrass	2 lb/1000 ft ² (10 kg/1000 m ²)	

D. Construction Mulch. Construction Mulch is the application of straw mulch applied directly to the disturbed soil surface. Use straw according to C&MS Item 659. C&MS 659 wood fiber or compost mulch may only be used with concurrence of the Department. Apply Construction Mulch only to disturbed areas which will remain idle for 14 days or less or areas of exposed subgrade that require temporary stabilization. Use a mechanical crimping implement or other suitable implement accepted by the Engineer when installing Construction Mulch on exposed subgrade. Apply Construction Mulch at a rate of 3 tons per acre (0.7 metric ton/1000 m²).

E. Winter Seeding and Mulching. Apply seed and straw mulch materials according to C&MS Item 659 as modified above. Apply straw mulch at a rate of 3 tons per acre (0.7 metric ton/1000 m²). Winter Seed and Mulch is required for EDA operations occurring between October 15 and March 15 and can only be installed during that time. When straw mulch is used in this BMP, it is required to be crimped in place. Crimped mulch is required to be anchored into the soil surface with a mechanical crimping implement or other suitable implement accepted by the Engineer. Bonded Fiber Matrix may be used instead of straw mulch. All mulch and BFM used in this BMP must be capable of providing sufficient durable protective cover that provides OEPA NPDES Permit compliant erosion control for a minimum of 6 months. Provide maintenance of the BMP throughout the 6 month period. The Department will not provide compensation for reapplication or repair of this BMP during the 6 month period. The use of other seed and/or mulch materials in this time period requires specific Department approval. The use of winter seeding and mulching is not an acceptable practice for protecting the subgrade surface.

F. Slope Protection. Place dikes, install slope drains, and construct ditches to divert water from bare non-vegetated areas and to protect cut and fill slopes. Protect the side slopes from erosion by placing dikes at the top of fill slopes prior to construction of the slope. Construct ditches and dikes prior to construction of cut slopes to divert runoff away from the slope. Ensure that all sediment-laden discharges from slope protection are directed into an appropriate sediment control BMP.

Furnish Construction Slope Protection at the required locations as the slopes are constructed. Furnish all permanent slope protection as shown in the construction plans when final grade is complete.

G. Ditch Checks and Ditch Protection. Place filter fabric ditch checks or rock checks across a ditch and perpendicular to the flow. Use rock checks to protect the ditch from erosion. Use filter fabric ditch checks to filter sediment from the flowing water only when appropriate and when sediment dams/basins are considered a safety hazard or infeasible as determined by the Engineer

Place ditch checks as soon as the ditch is cut. If working on a ditch, replace the ditch checks by the end of the workday.

Install filter fabric ditch checks for drainage areas less than or equal to 2 acres (0.8 ha) as shown in the SCD. Install rock checks for drainage areas between 2 to 5 acres (0.8 to 2.0 ha) as shown in the SCD.

Install ditch checks in conjunction with Sediment Basins and Dams when appropriate.

Furnish Construction Ditch Protection at the required locations as the ditches are cut. Furnish all permanent ditch protection as shown in the construction plans when final grade is complete.

H. Sediment Basins and Dams. Design and construct Sediment Basins and Dams in accordance with and as described in the OEPA NPDES Permit for "sediment settling ponds". Design and construct Sediment Basins and Dams at concentrated and critical flow locations to settle out sediment before the water leaves the EDA area. Do not construct Sediment Basins and Dams in any jurisdictional waterways.

All sediment basins requiring a dewatering device (riser and outlet pipe) shall incorporate a surface water dewatering device as described in the OEPA NPDES Permit. The Department will provide compensation for appropriately sized outlet pipes and surface dewatering device as described in Appendix F.

Compensation will not be provided for dewatering devices not included in the SWPPP and appropriately sized by the PE/CPESC. Compensation will be provided once for each dewatering device purchased exclusively for the project.

Complete the construction of the Sediment Basins and Dams before starting EDA operations.

When needed or when directed by the Engineer, install construction fence around the Sediment Basins and Dams.

I. River, Stream, and Water Body Protection. Provide appropriate river, stream and water body protection to all surface waters on and, adjacent to the project. River, Stream, and Water Body Protection may include diverting project water flow using dikes and slope protection. The Contractor may use a combination of BMP. Show all surface waters located within & adjacent to Project and Contractor EDA on the SWPPP.

J. Stream Relocation, Temporary Channels and Ditches that carry Waters of the United States. Perform this work in compliance with the OEPA NPDES Permit and any other applicable permits (i.e. 404/401 Permits). Stabilize Stream Relocation, Temporary Channels and Ditches with Construction Slope Protection or 70 percent grass growth before diverting flow into the new channel.

K. Concrete washout areas BMP. Compensation for this BMP is incidental to the concrete work.

L. Construction Entrances. Furnish Construction Entrance materials conforming to C&MS 712.09 Type B Filter Blankets for Rock Channel Protection and C&MS 703.01, Size Number 1 and 2, CCS aggregate. Furnish Construction Entrance protection at the locations shown on the SWPPP and as required below:

1. At locations where construction vehicles enter or leave EDA areas.
2. At all points of egress to public roads.
3. At all access locations where runoff from the construction access road is not protected by sediment controls.

Provide the appropriate size culvert as needed to prevent water from flowing onto paved surfaces and from overtopping the construction entrance surface. Identify the culvert size on the SWPPP. Install a maximum of three Construction Entrances per mile along the length of the project. The length of the project is the plan length along the project's longest axis. Additional construction entrances in excess of the maximum require acceptance from the Engineer.

Locate and identify all Construction Entrances on the SWPPP.

Provide a configuration consisting of 6 inches of aggregate over geotextile fabric. Provide geometry according to a Type 1 Driveway as shown in the SCD. Provide a minimum 10 foot width and length measuring a minimum of 150 feet and not exceeding 200 feet from edge of pavement.

Construction Entrance removal includes the appropriate disposal of geotextile fabric and pipe. Aggregate may be incorporated into embankment work when approved by the Department.

M. Project fueling and refueling BMP locations. Compensation for this BMP is incidental to the project.

The SWPPP shall include BMP to prevent and respond to spills or leaks as required by the OEPA NPDES Permit.

The Contractor will provide a separate Spill Prevention Control & Countermeasure Plan if required for the project as described in 40 CFR Part 112. The Contractor will not be compensated for the SPCC Plan.

N. All other BMP that are required and not specifically referenced in Appendix F will not be paid as a separate item, but will be included by the Contractor as part of the total project cost.

832.06 Causeways and Access Fills (Stream and River Crossings and Fills). Forging of jurisdictional waters, including all streams and rivers is not allowed. Evaluate the 404/401 permits to determine whether or not causeway and access fills are permitted in the contract. If a causeway and access fills have been permitted, construct fill(s) per the 404/401 permits, and the application submitted for those permits. Only the footprint area (acreage) of temporary fill, and volume of temporary fill as permitted and contained in the permit application will be allowed. The footprint area (acreage) of temporary fill, and volume of temporary fill may be furnished in the construction plans. The construction plans may furnish additional information or restrictions for causeways or access fills. If the Contractor proposes a causeway and access fill(s) which has not been permitted through the 404/401 permit process, the Contractor is required to coordinate the request for the causeway and access fill(s) with the project engineer and OES. The Department makes no guarantee to granting the request. The causeway and access fills request will be coordinated by OES with the USACE and OEPA where applicable.

Supply the project engineer/OES with the following information:

- A. A plan and profile drawing showing the causeway and access fills with OHWM elevation.
- B. Volume of temporary fill below the OHWM.
- C. The surface area of temporary fill below the OHWM.
- D. A restoration plan for the area affected by the causeway and access fills.
- E. Time frames for placement and removal of the causeway and access fills.
- F. Temporary Access Fill Checklist

The time frame allowed for the coordination of the causeway and access fill(s) will be 60 days, at a minimum, and the causeway and access fill(s) will not occur prior to the 404 Permit being authorized by the USACE and Ohio EPA, if an individual 401 is required. All coordination with the USACE and/or OEPA will be performed through OES.

832.07 Causeway and Access Fills Construction and Payment. Begin planning and installing causeways and access fills as early in construction as possible to avoid conflicts with 404/401 permits or other environmental commitments that have been included in the construction plans.

Access fills in streams or rivers may include, but are not limited to, cofferdams, access pads, temporary bridges, etc.

Make every attempt to minimize disturbance to water bodies during construction, maintenance and removal of the causeway and access fills. Construct the causeway and access fills as narrow as practical and perpendicular to the stream banks. Make the causeway and access fills in shallow areas rather than deep pools where possible. Minimize clearing, grubbing, and excavation of stream banks, bed, and approach sections. Construct the causeway and access fills as to not erode stream banks or allow sediment deposits in the channel.

Prior to the initiation of any in-stream work, establish a monument upstream of proposed temporary crossing or temporary construction access fill to visually monitor the water elevation in the waterway where the fill is permitted. Maintain the monument throughout the project. Provide a visual mark on the monument that identifies the elevation 1 foot above the Ordinary High Water Mark (OHWM). If the OHWM is not shown on the plans, the Department will establish the OHWM based on the definition of OHWM (832.02) or the peak discharge from the 2 year event, using the method described in the most current version of the Department's Location and Design Manual Volume II.

Ensure that the monument can be read from the bank of the waterway. Have this elevation set and certified by an Ohio Registered Surveyor.

Temporary causeway and access fill placed by the contractor above the OHWM are not subject to the 404/401 permit constraints.

Should the water elevation of the waterway, exceed the elevation 1 foot above OHWM, the Department will compensate the Contractor for repair of any resulting damage to the permitted temporary access fill up to the elevation of 1 foot above the OHWM. The Department will not pay for repair and maintenance of temporary access structures that are related to the construction access fill.

If the pool elevation of the waterway exceeds the 1 foot above the OHWM elevation as read from the monument, the contractor is entitled to an excusable, non-compensable delay in accordance with Section 108.06 of the Construction & Materials Specifications.

All costs associated with furnishing and maintaining the above referenced monument is incidental to the work.

Construct the causeway and access fills to a water elevation at least 1 foot (0.3 m) above the OHWM. If the causeway fills more than one-third the width of the stream, then use culvert pipes to allow the movement of aquatic life. Maintain normal downstream flows. Ensure that any ponding of water behind the causeway and access fills will not damage property or threaten human health and safety.

The following minimum requirements apply to causeways where culverts are used.

- A. Furnish culverts on the existing stream bottom.
- B. Avoid a drop in water elevation at the downstream end of the culvert.
- C. Furnish culverts with a diameter at least two times the depth of normal stream flow measured at the causeway centerline or with a minimum diameter of 18 inches (0.5 m) whichever is greater.
- D. Furnish a sufficient number of culverts normal to the flow to completely cross the channel from stream bank to stream bank with no more than 10 feet (3 m) between each culvert.

For all fill and surface material placed in the channel, around the culverts, or on the surface of the causeway and access fills furnish clean, non-erodible, nontoxic dumped rock fill, Type B, C, or D, as specified in C&MS 703.19.B. Extend rock fill up the slope from original stream bank for 50 feet (10 m) to catch and remove erodible material from equipment.

When the work requiring the causeway and access fills all portions of the causeway (including all rock and culverts) and access fills will be removed in its entirety. The material will not be disposed in other waters of the US or isolated wetland. The stream bottom affected by the causeway and access fills will be restored to its pre-construction elevations. The causeway and access fills will not be paid as a separate item but will be included by the Contractor as part of the total project cost.

All environmental protection and control associated with the 404/401 permit activities are incidental to the work within the boundaries of the 404/401 permit or as otherwise identified in the 404/401 permit application.

832.08 Maintenance. Properly maintain all BMP throughout all phases and sequencing of construction activities. Dispose of silt removed from BMP according to C&MS 105.16. When the Contractor properly places the erosion control Items then the Department will pay for the cost to maintain or replace these items of work by the following:

If a recorded rain event is greater than 0.5 inches (13mm), the Department will pay to replace all BMP that have failed during the event at the unit price for those BMP including Sediment Removal as described in Appendix F.

Example: A 0.6 inch rain event damaged a 300 ft. segment of a 900 ft. run of filter fabric fence. The damaged segment was repaired and the sediment was removed. How do we pay for the 300 ft of repair and sediment removed?

Pay for 300 ft. of new Item Perimeter Filter Fabric Fence and Item Miscellaneous Sediment Removal.

If a recorded rain event is less than or equal to 0.5 inches (13mm), the Department will pay to remove the sediment per the unit price for Sediment Removal as described in Appendix F. No compensation will be provided for BMP that fail during rain events of less than equal to 0.5 inches (13mm).

For all Perimeter Filter Fabric Fence, Filter Fabric Ditch Checks, Rock Checks, and Inlet Protection, Dikes, remove trapped sediment and any other debris which has accumulated when sediment reaches a height of one-half the BMP. Compensation will be paid at the unit price for Miscellaneous Sediment Removal as described in Appendix F.

When the sediment fills the sediment storage zone (as described in the OEPA NPDES Permit) of a Sediment Basin or Dam, remove deposited sediment per the unit price for Basin Sediment Removal as described in Appendix F. Remove Sediment Basins and Dams after the contributing drainage area has been stabilized.

When erodible materials accumulate at the surface of the construction entrance, furnish additional stone as needed to prevent tracking. Compensation for additional stone needed to maintain the Construction Entrance will be paid at the unit price for Construction Entrance. If tracking occurs, restore and clean the affected roadway surface at no additional cost to the Department.

Remove all BMP before the project is accepted. Dispose of the removed materials including sediment according to C&MS 105.16 and C&MS 105.17. Maintain the BMP until the up-slope permanent grass coverage is greater than 70% and the site reaches final stabilization in accordance with the OEPA NPDES Permit (See Appendix E, Part VII, J). At this stage, remove the BMP.

832.09 Storm Water Pollution Prevention Plan. If required, prepare the SWPPP as outlined in this specification. All activity identified by the SWPPP that is not specifically identified as a pay item elsewhere shall be included in the Lump Sum price bid for the SWPPP. At a minimum, the design and information requirements that must be included in the SWPPP are as follows:

- A. Provide a site specific SWPPP designed and sealed by a Professional Engineer who holds a current CPESC certification.
- B. Location of the required BMP for both on and off project EDA areas.
- C. Furnish quantity totals for all BMP required for the execution of the proposed plan.
- D. Location of a minimum of 100 feet (30 m) from the water's edge of any stream, ephemeral stream, wetland, or body of water:
 1. Concrete or asphalt plant areas
 2. Material and equipment staging or storage areas
 3. Dewatering Areas
 4. Concrete truck wash out BMP areas
 5. Construction access BMP locations
 6. Vehicle fueling and refueling locations
- E. Furnish an implementation schedule for each construction sequence.
- G. Furnish the total EDA areas in acres and identify each drainage area (watershed) impacted by the proposed construction.

- H. Locate all slopes that will be inactive for 14 calendar days or longer.
- I. Furnish the names of the individuals on site who will serve as the PE/CPESC SWPPP designer and CECI.
- J. Describe the type of construction activities that will be taking place.
- K. Furnish an estimated quantity for Basin Sediment Removal and Miscellaneous Sediment Removal for removing sediment from Sediment Basins and Dams, inlet protection, ditch checks, rock checks, perimeter filter fabric fence, and all other types of filter fabrics, straw or hay bales, or any other BMP.
- L. Furnish signatures of all contractors and subcontractors involved in BMP practices (see Appendix B).

If there are plan sheets which meet any of the requirements in Appendix E, use that information. Design files may be furnished to the awarded Contractor in electronic form upon request.

832.10 SWPPP Acceptance. Furnish the initial SWPPP to the Department for acceptance. The Department will allow work to begin upon receiving an acceptable SWPPP. See Appendix C for a sample acceptance form. The Department may assess critically the following:

- A. The type and location of BMP with totals.
- B. The SWPPP is for this project.
- C. There is no language in the SWPPP about any BMP being directed for use by the Engineer.
- D. The total estimated BMP quantities agree with the (per Each) "Erosion Control" amount identified in the proposal.
- E. The SWPPP accounts for the various phases of construction and the associated degree of earthwork disturbance over the life of the project.
- F. The SWPPP delineates overall watershed areas and individual BMP watersheds. Enough detail is shown in the SWPPP to verify that the BMP are appropriate for the application. If topographic mapping contained in the plans is not sufficient to identify and delineate the watersheds associated with the work, provide the appropriate mapping.
- G. All perimeter filter fabric fence is identified in the SWPPP and supporting runoff calculations are attached.

- H. The SWPPP identifies the locations and specific geometry of the required Sediment Basins and Dams and related control structures. Provide the following information for each Sediment Basin and Sediment Dam:
1. Calculations demonstrating compliance with the 48 hour draw down time (if required by the OEPA NPDES Permit),
 2. Size of the contributing drainage area,
 3. Volume of the Sediment Storage Zone
 4. Volume of the Dewatering Zone (if required by the OEPA NPDES Permit),
 5. Basin excavation quantity or dam embankment quantity
 6. Quantity of rock channel protection
 7. Riser Pipe and outlet structure details (if required by the OEPA NPDES Permit).

Revise the accepted SWPPP as needed to maintain compliance with OEPA NPDES Permit. Revisions and amendments (See Appendix E, Part III, D) to the accepted SWPPP will be at no additional cost to the Department.

832.11 Inspections and SWPPP Updates. Perform the required OEPA NPDES Permit inspections and prepare inspection reports (see Appendix E).

The inspections must be performed by one of the following parties:

- A. The PE/CPESC who signed and sealed the SWPPP.
- B. The CPESC inspector who is under the supervision of the Engineer who signed and sealed the SWPPP.
- C. The CESSWI inspector who is under the supervision of the Engineer who signed and sealed the SWPPP.

Prepare the inspection reports for projects that have a SWPPP. Submit inspection reports to the Engineer every 7 days and within 24 hours of a 0.5 inch (13 mm) or greater rainfall event throughout the life of the contract. The inspection frequency may be reduced per the Ohio NPDES Permit Part III.G.2.i.

The reporting CECI will update, amend and revise the SWPPP as the contractor's operations and site conditions warrant. Identify all revisions and updates to the SWPPP and indicate what measures will be taken to maintain OEPA NPDES Permit compliance in the report. Include the following in the inspection report; the OEPA NPDES Permit inspection checklist (see appendix E, Part III.G.2.i), a map identifying all BMP needed, installed, maintained or removed since the last inspection report, certification that all construction activities are compliant with the SWPPP and the signature of the CECI responsible for the inspection. Provide a record of all written questions and comments from the Engineer related to the SWPPP. Include all responses to the Engineer's questions and comments in the inspection report. The signature of the PE/CPESC who sealed the SWPPP is required as part of the inspection report, on a monthly basis or when modifications to the SWPPP design are made. Include the certification requirements according to OEPA NPDES Permit (Part V. H.) with all reporting sign offs.

A BMP Inventory form is furnished in Appendix A to assist in documenting and recording the BMP quantities for payment. The BMP inventory form in Appendix A is not a substitute for the inspection report described above.

The CECI is required to notify the Department within 24 hours of any compliance deficiencies or verified complaints related to the SWPPP or OEPA NPDES Permit. Within 48 hours of the Department's or CECI's notice of deficiency, the contractor is required to construct, install, repair or correct the BMP measures needed to resume OEPA NPDES Permit compliance.

832.12 Compensation. The Department will furnish Item 832 Each, Erosion Control with an amount in the proposal to pay for BMP work. The fixed amount shown in the proposal is included (as any other bid items) in the Total Bid Amount. This fixed amount is the Department's estimate of the total cost of BMP work required to be performed for the project. If the BMP work exceeds this amount, the BMP work will still be paid at the pre-determined prices. All BMP work will be paid at the proposal pre-determined unit price times the correctly installed BMP number of units. The payment due will be deducted from Item 832 Each, Erosion Control. C&MS Table 104.02-2 does not apply to reductions in this contract item.

The Lump Sum amount bid for the SWPPP includes all work associated with development, design, NPDES required inspection, modification, revision, updates, amendments and reporting related to the SWPPP. Changes made to the SWPPP, but not caused by the Department, are the financial responsibility of the Contractor. Additional compensation will only be permitted for Department accepted amendments to the SWPPP resulting from revisions to the contract documents as per sections 104.02.B, 104.02.D and 104.02.F. Provide the additional costs for the amended SWPPP to the Department prior to beginning the associated revised work. All costs associated with providing and maintaining the required CPESC and CESSWI personnel, conducting the NPDES required inspections, and support engineering services are included in the contract Lump Sum bid for SWPPP. The Department will only pay for one accepted SWPPP regardless of the number of Construction phases, revisions, amendments or project redesigns.

832.13 Method of Measurement

The Department will measure the SWPPP as a Lump Sum.

The Department will measure Construction Seeding and Mulching by the number of square yards (square meters).

The Department will measure Slope Drains by the number of feet (meters) of conduit.

The Department will measure Sediment Basins by the number of cubic yards (cubic meters) of excavation.

The Department will measure Sediment Basin surface dewatering device by each.

The Department will measure Sediment Dams by the number of cubic yards (cubic meters) of embankment.

Any pipe required for the outlet structure of a sediment basin or dam is incidental to the unit price paid for Sediment Basins and Dams.

The Department will measure Perimeter Filter Fabric Fence, and Construction Fence by the number of feet (meters).

The Department will measure Filter Fabric Ditch Check by the number of feet (meters).

The Department will measure Inlet Protection by the number of feet (meters).

The Department will measure Dikes by the number of cubic yards (cubic meters) of embankment.

The Department will measure Construction Ditch Protection and Construction Slope Protection by the number of square yards (square meters).

The Department will measure Rock Channel Protection, Type C or D (with or without filter) by the number of cubic yards (cubic meters).

The Department will measure Sediment Removal by the number of cubic yards (cubic meters).

The Department will measure Construction Mulching by the number of square yards (square meters) regardless if the application is crimped or not.

The Department will measure Winter Seeding and Mulching by the number of square yards (square meters).

The Department will measure Construction Entrance protection by the number of cubic yards (cubic meters)

832.14 Basis of Payment

The Department will pay the contract Lump Sum price bid for the SWPPP.

The Department will make partial payments for the Storm Water Pollution Prevention Plan according to C&MS Section 109.09 and as modified by the following schedule:

The Department will release 60 percent of the lump sum amount bid for Storm Water Pollution Prevention Plan to the Contractor with the first regular estimate payable after the Engineer has accepted the Storm Water Pollution Prevention Plan submission.

The Department will release 30 percent of the lump sum amount bid for Storm Water Pollution Prevention Plan to the Contractor with the first regular estimate payable after 50 percent of the project is complete.

The Department will release the remaining 10 percent of the lump sum amount bid for Storm Water Pollution Prevention Plan to the Contractor with the first regular estimate payable after 90 percent of the project is complete.

The Department will pay for appropriate, properly installed and accepted BMP per Item 832 Each, Erosion Control. BMP compensation will be based on the unit prices shown in Appendix F.

Appendix A

**Weekly and Rain Event Erosion Control
BMP Inventory**

Contractor _____

Project No. _____ Co-Rt-Sec _____ Date _____

R=Replacement W=Working M=Maintenance I=Install D=Delete Rain Amt

Station to Station	Side	Offset	Balloon Ref.	Perimeter Control	Inlet Protection	Constr. Speed	Dikes Fill Slopes	Dikes Cut Slopes	Slope Drains	FF Ditch Checks	Rock Ditch Checks	Sediment Basins	Stream Relocate	Stream Crossing	Date work was Complete

Notes:

This form is furnished to assist in documenting and recording the BMP quantities for payment.
This form is not a substitute for the inspection report described in 832.11.



Co-Permittee Notice of Intent for Coverage Under Ohio EPA Storm Water Construction General Permit

Submission of this NOI constitutes notice that the party identified in Section I of this form intends to be authorized by Ohio's NPDES general permit for storm water associated with construction activity. Becoming a permittee obligates a discharger to comply with the terms and conditions of the permit. **NOTE: All necessary information must be provided on this form. Read the accompanying instructions *carefully* before completing the form. Do not use correction fluid on this form. Forms transmitted by fax will not be accepted. There is no fee associated with submitting this form.**

I. Applicant Information/Mailing Address

Company (Applicant) Name: _____

Mailing (Applicant) Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____ Phone: _____ Fax: _____

Contact E-Mail Address: _____

NOT RECORDED

II. Facility/Site Location Information

Existing Ohio EPA Facility Permit Number: ___ GC ___ * ___ G OR OHR1 ___

Initial Permittee Name: _____ Phone: _____

Facility/Site Name: _____

City: _____ Township(s): _____

County(ies): _____ State: Ohio Zip Code: _____

Facility Contact Person: _____ Phone: _____ Fax: _____

Facility Contact E-Mail Address: _____

III. Certification

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

Applicant Name: _____ Title: _____

Applicant Signature: _____ Date: _____

Appendix C

Sample SWPPP Acceptance Form

The Department has received the SWPPP for Project: _____

Co-Rt-Sec: _____

The submittal is dated: _____

The Department Accepts the Submittal.

Project Engineer, Project Supervisor

Date

SPECIAL PROVISIONS

SECTION T
POLLUTION CONTROL

OEPA General Permit
Authorization
OHC000004

SPECIAL PROVISIONS

SECTION U ***AUDIO & VIDEO*** ***RECORDING***

SECTION U – AUDIO & VIDEO RECORDING

1.1 GENERAL

Work under this section shall include furnishing personnel, recording equipment, materials, and color audio-video records of existing topography along all proposed sewers on right-of-ways and private property along the side of each house including foundation walls and designated haul roads in accordance with these Special Provisions. The sewer contractor shall submit to the Owner, the names of two companies that have experience in this type of work. The Owner shall have the right to select either of the companies.

1.2 SCHEDULE

No work shall commence until a contract has been signed. Recording shall not precede excavation by more than two (2) months, and shall be performed only when foliage is visible on trees.

In areas where public utilities are to be relocated or replaced, a second audio-video recording shall be made after the public utility has concluded their work but before the Contractor commences operations.

The Owner shall obtain permission for the recording crew to enter private property not included in an easement. The Contractor shall give the Owner sufficient prior notice to obtain the permission.

Work shall not commence until the Owner has been notified of the same.

1.3 DEFINITIONS

Audio-Video Recording – Zone of Influence – Shall include producing audio-video records as specified herein for the zone of influence. The zone of influence shall be defined as all surface area within street right-of-ways or easements in which sewers are to be installed or within areas fifty (50)-feet on each side of sewer centerline, and twenty (20)-feet on each side of all sanitary laterals, on private property, to each home or business whichever is greater, and additional features in contiguous areas as specified or directed.

Audio-Video Recording of Buildings – Entering – Shall include moving audio-video equipment into buildings or residences (including attached or separate garages) designated by the Resident Project Representative for the purpose of recording existing conditions therein.

Audio-Video Recording of Building – Panels – Shall include audio-video recording of designated panels of buildings. Panels as used herein shall mean the full surface of a room wall, ceiling, floor, or outer side of a building not viewable in any zone of influence recording.

1.4 SUBMITTALS

The Contractor shall submit, prior to starting work, at his own expense, a sample color videotape and DVD and upon request must submit at least two letters of reference of the audio-video firm.

1.5 AUDIO-VIDEO RECORDING

Picture Quality – Video output from camera(s) used shall be capable of producing a minimum of 300 lines of horizontal resolution at center with minimum lag for color signal. Camera(s) shall also produce optimum color imagery with a minimum of twenty (20)-foot candles of illumination. Geometric distortion shall not exceed 1.5 percent of picture height at any point in picture area.

Displays – All video shall, by electronic means, display continuously and simultaneously generated transparent digital information which shall include the date and time of recording, as well as the corresponding sewer station numbers. The date information shall contain the month, day, and year. The time information shall consist of hours, minutes, and seconds. Below the engineering stationing, periodic transparent alpha/numeric information shall appear. The information shall consist of the name of the project, name of area covered, direction of travel, viewing side, and any other pertinent data.

1.6 AUDIO-VIDEO OUTPUTTING

Audio-video record shall be one of the following media, as Directed by the Owner.

Output media shall be Audio-video tapes consistent with VHS standards compatible with specified playback equipment. Tapes shall be of the type to produce still frame pictures of quality specified herein.

Output media shall be standard DVD-video format of current standards, as approved by the Owner and Engineer.

1.7 AUXILLARY LIGHTING

Auxiliary lighting shall be used wherever necessary to ensure clarity of picture.

1.8 FILING SYSTEM

The Contractor shall provide an Owner-approved index and filing system, complete with cabinet, for tapes or DVD's containing the information required under this Item. The system shall be so constructed to insure that the record for any location in the taped area is readily available.

The system shall start at the lower ends of sections of the sewer system and proceed upstream, completing one section before starting another. In general, the files shall be composed in the same sequence as the Plan Sheets consistent with the above.

1.9 PRODUCTION

Filming shall, in general, proceed in the direction of the sewer stationing.

Where feasible, the length of areas recorded shall be complete on the same tape, i.e., both sides of a road shall be on the same tape.

Length of runs shall be as long as possible consistent with the above.

Video recordings shall be supported by appropriate audio description simultaneous with the visual coverage.

All houses or buildings and other readily recognizable objects as required shall be identified visually and audibly in such a manner that they can be referenced to the stationing of the proposed sewer. Objects selected shall be at intervals not exceeding 100 lineal feet and shall include all houses and buildings identified by house numbers.

Within the zone of influence, the recording shall include but not be limited to all sidewalks, driveways, ditches, parkways, lawns, inlets, culvert pipe ends, trees, shrubs, fences, houses, and buildings that could conceivably be affected by the Contractor's operations. The audio shall call attention to existing cracks or uneven areas in walks and driveways, damaged lawns, trees or shrubbery, broken or missing inlet castings, deteriorated fences, and, where feasible, broken or plugged culvert pipes.

Within street right-of-ways, the recording shall include but not be limited to all pavement, curbs and inlets, mailboxes, traffic signs, and street signs. The audio shall call attention to damaged mailboxes, signs, curbs and inlet castings. Damaged areas in pavements over proposed sewer construction or in pavements scheduled for resurfacing need not be referred to in the audio.

Audio-video recording for designated residences shall include documentation of surface conditions inside and outside of the building prior to starting sewer construction.

Control of Picture Quality – The camera carrier shall travel at a low speed to insure against blur or distortion of the recorded pictures. A maximum rate of 48-feet per minute is recommended.

2.0 INSPECTION

As the audio-video recording work progresses, the Contractor shall deliver completed sections to the Owner. The Owner shall review the recordings and determine if they are acceptable for clarity and coverage. Tapes or DVD's may be rejected if the picture is of poor quality, insufficient coverage, poor audio, or does not meet specifications therein.

The area of rejected recording shall be re-recorded by the Contractor and re-inserted in the tapes or DVD in specified sequence.

2.1 MEASUREMENT

The quantities to be paid for under audio-video recording shall be the lineal feet of specified audio-video recording of the defined zone of influence measured continuously along specified routes and additional footage as directed. The lineal feet of recording shall be measured along the centerline of the street or alley and no additional compensation will be paid for audio and video taken along the side of the house.

2.2 PAYMENT

The unit price stated for audio-video recording as measured.

SPECIAL PROVISIONS

SECTION V

TRAFFIC

SECTION V – TRAFFIC

1.1 MAINTAINING TRAFFIC

Maintaining traffic shall meet the standard specifications Item # 614. Full closure or one lane closure will be allowed. While working on S. Platt St. (SR 576), the Village will allow traffic to be detoured through local streets. The contractor shall notify the Police and Fire Departments when this work is to be accomplished. The contractor shall provide all barricades and signage as required. Local haul streets may be S. Platt St., Lawrence Street, Broad Street and Jefferson Street.

Purchasing and placing barricades, detour signage, and flagmen are the responsibility of the Contractor.

Full compensation for maintaining traffic in accordance with these Special Provisions including but not limited to all labor, materials, supplies and equipment shall be included in the price bid per lump sum and no additional compensation shall be allowed thereafter. Payment for this item shall be made on the basis of percentage-complete of bid price.

SPECIAL PROVISIONS

SECTION W

OTHER ITEMS OF WORK

SECTION L – OTHER ITEMS OF WORK

1.1 GENERAL

Compensation for other items of work required to complete the construction for which no payment item is provided shall be included in other items of work and no additional compensation shall be allowed therefore.

SPECIAL

CONDITIONS

SPECIAL CONDITIONS

1.	Locations and Description of Work	SC-1
2.	Contract and Contract Documents	SC-1
3.	Definition of Owner	SC-1
4.	Definition of Engineer	SC-1
5.	Standard Specifications	SC-1
6.	Conduct of the Work	SC-2
7.	Experience Questionnaire	SC-2
8.	Extra Copies of the Contract Documents	SC-2
9.	Time for Completion and Liquidated Damages	SC-2
10.	Guarantee and Bond	SC-3
11.	Contractor to Check Drawings	SC-3
12.	Survey Work	SC-3
13.	Computation of Earthwork Quantities	SC-3
14.	Utility Costs	SC-3
15.	Sales Tax	SC-3
16.	Estimates	SC-3-4
17.	Extra Work and/or Deleted Work	SC-4
18.	Public Liability, Property Damage, and Automobile Insurance	SC-4-5
19.	Extended Coverage Insurance Endorsement	SC-5
20.	Workmen's Compensation	SC-5
21.	Safety	SC-6
22.	Traffic	SC-6
23.	Coordination of Contracts	SC-6
24.	Construction Progress Schedule	SC-6
25.	Clean-up	SC-6
26.	Amendments to General Conditions	SC-7
27.	Compaction and Testing	SC-7
28.	Certification of Material	SC-7

SPECIAL CONDITIONS

1. The Project is located on East Main Street, North Platt to 910 East Main Street in the Village of Montpelier.
2. Contract and Contract Documents

This Contract and Contract Documents consist of the following component parts, all of which are fully a part of these documents as if herein set out verbatim:

1. Notice and Instruction to Bidders
2. General Conditions and Special Conditions
3. Plan Sheet and Addenda No. _____, _____, _____, _____, and _____.
4. Proposal
5. Guarantee
6. Contract

In the event that any provision in any of the component parts of this Contract conflicts with any provision in any other component parts, the provisions in the component part first enumerated above shall govern over the provision of any section following. In the instance of conflict between parts of Item 3, the Engineer's Conditions shall take precedence over Provisions of the General Conditions.

3. Definition of Owner

The Owner is the **Village of Montpelier, Montpelier, Ohio.**

4. Definition of Engineer

The term Engineer or Owner's Engineer shall mean the **Village of Montpelier**, or the duly appointed representative.

5. Standard Specifications

The Construction and Material Specifications of the Department of Highways, State of Ohio, latest edition, together with changes thereto and supplemental specifications listed in the proposal shall govern this improvement and are hereinafter referred to as the Standard Specifications.

6. Conduct of Work

The conduct of the Work shall conform to Division 100 – General Provisions of the Standard Specifications except as otherwise provided in the Contract Documents. Whenever the Standard Specifications, the terms 'The State' or 'Department' occur the word Owner shall be inserted thereof. Whenever the term 'Director' occurs the word Engineer shall be inserted thereof.

7. Experience Questionnaire

In lieu of Section 102.01 Pre-qualifications of Bidders of the Standard Specifications; the Bidder shall complete the experience questionnaire attached to the proposal and shall be prepared to furnish the Owner a statement of his financial position, if requested to do so, said statement shall be held confidential by the Owner.

8. Extra Copies of the Contract Documents

Three copies of the Contract Documents will be furnished to the Contractor. Additional copies of the Contract Documents may be purchased from the Engineer for the cost of reproduction.

9. Time for Completion and Liquidation Damages

Work shall be completed as outlined in the proposal.

Six hundred (\$600.00) per consecutive calendar day shall be deducted from monies payable to the Contractor for each day after the completion date of each section, not as a penalty, but as liquidated damages.

No work shall be performed on Saturday, Sunday, or legal holidays except with prior permission of the Owner. The Contractor shall pay Thirty Dollars (\$30.00) per hour for each Inspector required in excess of (8) hours per day, which shall be deducted from monies due the Contractor.

Applications for extension time for completion of the Work shall conform to Item 108.06 of the Standard Specifications. Permitting the Contractor to continue and finish the work or any part of it after the date fixed for its completion or after the date to which completion may have been extended will in no way act as a waiver on the part of the Owner or any of its rights under this Contract.

10. Guarantee and Bond

The Contractor shall furnish a performance bond with a payment clause in the amount of not less than one hundred percent (100%) of the contract price. Said performance and/or payment bond shall be in the form approved by the Owner. The bond shall also guarantee workmanship and material for a period of one (1) year after completion and acceptance of the work.

11. Contractor to Check Drawings

The Contractor shall check all drawings and notify the Engineer of any discrepancies.

12. Survey Work

The survey work shall be provided by the Owner.

13. Computation of Earthwork Quantities (N/A)

14. Utility Cost

All utility cost, freight charges, etc. are to be paid by the Contractor with compensation included in other items of work and no additional compensation shall be allowed therefore.

15. Sales Tax

The Owner will supply sales tax exemption forms for materials.

16. Estimates

An estimate of the cost of construction completed and of the cost of material at the site of the work but not incorporated in the construction during the previous month will be made by the Contractor on the forms supplied by the Engineer. Material value shall be based on copies of the invoices received by the Contractor and submitted to the Engineer.

The Contractor shall furnish the Engineer with four (4) copies of the monthly estimates accompanied by two (2) notarized copies of an Affidavit and Waiver of Lien covering all material and labor represented by said estimate.

Monthly payment estimates presented to the Engineer for work completed, tested and tentatively accepted accompanied by proper attachments by the tenth (10) day of the month following the month's work represented by said partial payment estimate,

subject to the Engineer's approval will be submitted for approval by the Owner by the fifteenth (15) day of each month. Material delivered to the job will be paid for upon receipt of the pay estimate.

Upon approval of the partial payment estimate by the Owner, Ninety-two percent (92%) of the value of the total work completed less previous payments, shall be paid the Contractor on or before the 30th day of the month following the month in which the work was performed until fifty percent (50%) of the project is completed. After 50% of the contract is completed and satisfactory progress is being made, the retainage will be at 4% of the contract price. If clean up and pavement restoration is not completed as directed by the Engineer, additional monies governing same shall be withheld from the current estimate payment. The Owner will **not** pay the Contractor interest on the retainage. Partial payments of monies shall in no way indicate final acceptance of the work.

At the completion of the project, including testing and approval by the Engineer and by the Owner, the retainage less any accrued liquidated damages will be paid the Contractor. The date of formal acceptance shall be the date the one-year guarantee shall commence.

17. Extra Work and/or Deleted Work

Change orders for extra work and/or deleted work shall be based on the unit prices specified in the Contractor's proposal. Extra work for which no unit price or prices are specified shall be compensated in accord with provisions of Item 109.04 of the Standard Specifications. The Contractor shall not perform any additional work without an executed Change Order.

18. Public Liability, Property Damage and Automobile Insurance

The Contractor shall take out and maintain during the life of this contract such public liability and property damage insurance as shall insure the Contractor and the Owner against legal liability for damages because of bodily injury, sickness, or disease, including death resulting there from or injury to or destruction of property cause by or resulting from operations of the Contractor or any Subcontractor or by employees directly or indirectly employed by either the Contractor or the Subcontractor.

The Contractor shall also take out and maintain or shall cause each Subcontractor performing or engaged to perform work covered by the Contract, to take out and maintain similar public liability and property damage insurance insuring said Contractor and Owner against legal liability for any damages caused by or arising from the operations of said Subcontractor or caused by an employee directly or indirectly employed by said Contractor. Each policy shall be in a form and of companies

satisfactory to and approved by the Owner and shall also provide for the hazards specified as follows: The amount of public liability insurance provided by each policy shall not be less than \$1,000,000.00 for injuries, including accidental death, to any one person and not less than \$2,000,000.00 on account on one accident; and not less than \$1,000,000.00 for property damage resulting from one accident, and a limit of liability of not less than \$2,000,000.00 for any such damage sustained by two or more persons in any one accident.

Vehicles used in the performance of this Contract shall be covered by a rider or riders to the policy of policies required above or be separate policies in the amount as follows: Public Liability Insurance to cover each automobile, truck or other vehicle used in performance of the Contract in the amount of not less than \$1,000,000.00 on account of injury or death of one person and not less than \$2,000,000.00 on account of one accident and property damage liability insurance in the amount of not less than \$1,000,000.00 in any one accident of each automobile, truck or vehicle, and a limit of liability of not less than \$2,000,000.00 for any such damage sustained by two or more persons in any one accident.

The Contractor shall name the Owner as the insured under this policy or policies of insurance. The Contractor shall furnish the Owner one (1) copy of each insurance policy and four (4) copies of the certificate of said policies. All insurance shall remain in full force for the life of the contract and shall not be subject to cancellation except upon ten (10) days prior notice to the Owner and to the Engineer and each said policy or policies shall contain a special provision to this effect.

19. Extended Coverage Insurance Endorsement

The contractor shall insure for the life of the contract against all loss or damage covered by Standard extended coverage endorsement covering windstorm, fire, hail, explosion, riot, civil commotion, aircraft, smoke and vehicles. The policy shall be held jointly in the names of the Owner and Contractor. The amount of the policy shall be at least equal to the amount of the contract. The contractor shall furnish the owner one (1) copy of the insurance policy and four (4) copies of the certificate at the time of executing the contract.

20. Workman's Compensation

The Contractor shall furnish the owner with three (3) copies of the certificates indicating Coverage under Workmen's Compensation.

21. Safety

The Contractor shall conduct his work in conformance with all safety requirements of the State of Ohio Industrial Commission and Department of Industrial Relations.

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

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

22. Traffic

The Contractor shall maintain traffic at all times on state highways and streets in the area adjacent to the construction project. Flagmen shall be used whenever work or equipment is operating on the pavement area. Road closings and road-closed signs shall be approved by and placed as directed by the Engineer.

23. Coordination of Contracts

Contractors for this contract shall cooperate and coordinate with other contractors at the project site. If two contractors are working on this project, the contractor installing the deeper utility shall complete his work before the second contractor can commence. Access to the site for inspection by the Engineer, the Owner, State and Federal Officials shall be maintained at all times by the Contractor.

24. Construction Progress Schedule

The Contractor shall submit a progress schedule and update the same on a monthly basis.

25. Clean-Up

Clean-up shall be completed as the work proceeds.

26. Amendments to General Conditions

Paragraph ten (10) of these Special Conditions shall supersede Section 22 of General Conditions.

27. Compaction Testing

This work shall be paid for by the Owner. Testing performed on work that does not meet these specifications the first time shall be paid for by the Contractor. Timing of the testing shall be coordinated by the Contractor.

28. Certification of Material

The Contractor shall furnish certification that all materials used under this Contract will fully comply with the requirements of the Plans and Specifications. In order to assure the use of suitable materials, the Owner may require any or all materials to be subject to tests by means of samples or otherwise as directed by the Engineer.

CONTRACTOR'S PROGRAM

SAFETY RULES

**MONTPELIER, OHIO
CONTRACTOR'S PROGRAM
SAFETY RULES
FOR CONTRACTORS**

**LAST REVISION
05/21/01
03/25/02**

TABLE OF CONTENTS

TOPIC

- I. INTRODUCTION
- II. GENERAL RULES
- III. SAFETY RULES
- IV. EMERGENCY ACTION PROCEDURES
- V. RULES FOR GENERAL OPERATION
- VI. RULES FOR SPECIFIC OPERATIONS
- VII. WINDOW CLEANING
- VIII. LIST OF REGULATIONS, CODES OF PRACTICE

Appendix I. CERTIFICATE OF RECEIPT OF SAFETY RULES
(Pages 20 & 21 of This Section)

I. INTRODUCTION

This document outlines the responsibilities of Contractors and their employees while they are working on the property or in a facility of Montpelier, Ohio.

Contractor personnel working on the premises may be exposed to the hazards of machinery, products and chemicals used in the operations. Contractors and their employees shall adhere to all Montpelier, Ohio safety plans and programs, as well as all Local, State and Federal laws and safety regulations. The work that Contracting personnel will be doing may affect the safety of Montpelier, Ohio employees or the quality of our services.

Contractors shall provide safe equipment; require their personnel to work in a safe manner and to follow Safety/Quality/Security instructions from Montpelier, Ohio Management. In the case where Contractor personnel do not comply with Montpelier, Ohio's safety rules, if the offense is, in the judgment of Montpelier, Ohio serious, immediate and permanent expulsion of the Contractor's employee will occur.

Successive violations of the Montpelier, Ohio safety rules will be grounds for termination of the Contractor. The intent of this document is to make the workplace and operations as safe as possible. It is deemed part of the contract the contractor has entered into with Montpelier, Ohio.

II. GENERAL RULES

1. Contractor personnel will use whatever entrance for entry into the area or facility is designated by the Village Administrator, Fire Chief or appropriate Department Supervisor unless other arrangements have been made and authorized by the Village Administrator, Fire Chief or Department Supervisor.
2. Contractors are allowed to unload vehicles or trailers on facility grounds. No parking is permitted after unloading of vehicles except in designated areas. Any exceptions must be authorized in advance by the Village Administrator, Fire Chief or Department Supervisor. No contracting employee personal vehicle is permitted parking in any place other than the visitor parking area. Access roads must remain clear of all parked vehicles at all times in the event of an emergency.
3. All Contractor vehicles are subject to inspection by Montpelier, Ohio Management or its representatives when leaving the premises.

4. All lift trucks and carts used on the premises must have a horn and flashing light. Drivers must stop and sound their horns at all intersections and blind corners. All vehicles used inside facilities must be battery driven unless otherwise authorized by the Village Administrator, Fire Chief or Department Supervisor.
5. Horseplay, fighting, gambling, possession of weapons, alcohol or drugs or consumption of alcohol or drugs on facility property is expressly prohibited. Any such behavior will result in immediate expulsion from the facility.
6. Montpelier, Ohio reserves the right to refuse entry to any Contractor personnel exhibiting symptoms of intoxication.
7. Contractor personnel are restricted to their work area and may not visit other work sites.
8. Montpelier, Ohio's employee breakroom and restrooms are available for contractor's use only if specifically agreed upon in their contract with Montpelier, Ohio.
9. Contractor personnel must be at least 18 years of age to work on Montpelier, Ohio's property.
10. Contractors must follow Montpelier, Ohio Ohio's Hazardous Energy Lock/Tag/Try Program and furnish locks for their employees. Montpelier, Ohio's electrical systems and process equipment shall not be shut off until authorization is obtained from the Village Administrator, Fire Chief, Department Supervisor or their respective representatives.
11. Contractors may not remove any guards, fencing or safety equipment from machinery until authorization is obtained from the Village Administrator, Fire Chief, Department Supervisor or their respective representatives.
12. Contractors may not make connections to any facility services (steam, water, electric, gas, etc.) until authorization is obtained from the Village Administrator, Fire Chief, Department Supervisor or their respective representatives.
13. Any changes to the structural steel system or any other structural components of a facility building must be authorized in writing by the Village Administrator, Fire Chief or Department Supervisor.

III. SAFETY RULES

1. Contractor personnel will observe and follow all posted rules and signs. They will follow all safety and health instructions given by Montpelier, Ohio Management.
2. Smoking is permitted only in designated smoking areas - NO WHERE ELSE.
3. A Hot Work Permit is required before any welding, burning or open flame work is performed. Permits will be issued in accordance with the Montpelier, Ohio Hot Works Program and only by Montpelier, Ohio Personnel as stipulated in the Program.
4. Contractors are required to provide all temporary guarding, barricades and traffic control devices where necessary.
5. Contractors are responsible for the appropriate and lawful disposal of any and all construction debris and chemical waste that they generate. Any documents manifests or other information detailing the appropriate disposal methods utilized must be surrendered to Montpelier, Ohio Management on demand.
6. Contractors are required to furnish proper protective clothing and safety equipment to their employees. The Montpelier, Ohio Village Administrator, Fire Chief or Department Supervisor is available for consultation on proper equipment such as respirators and chemical protection gloves. Under special circumstances Montpelier, Ohio may provide equipment. In such cases it will be returned in good condition or replaced as necessary.
7. Contractors must provide a First Aid Kit in their work area. However, Montpelier, Ohio has trained employees in First Aid, CPR and Bloodborne Pathogens Containment as part of its Bloodborne Pathogen's and First Response Program, and will provide whatever humanitarian aid may be required in an emergency. Severe injuries will be relegated to the Hospital. All cleanups of body fluids will be conducted by Contractor personnel under the direction and supervision of Montpelier, Ohio Management as outlined in the Montpelier, Ohio Bloodborne Pathogen Program. Contractors will reimburse Montpelier, Ohio for any costs associated with disposal of medical wastes under this program.
8. Special authorization from the Village Administrator, Fire Chief or Department Supervisor is required before any equipment containing radioactive materials or cutting lasers are brought onto site, in the form of written application and approval.

9. Contractors are required to remain in main aisle-ways and roadways when moving to and from the job site.
10. Use of compressed air to blow off equipment or clothing is prohibited. No compressed air is to be released to the atmosphere anywhere inside a facility. Sweeping up with brooms and dust suppression compounds, vacuums with dust filters on the air discharge outlets or mopping up with soap and water are the only acceptable ways of cleaning up any debris or messes of any kind. There is to be no dust or dirt or particles from any operations to be released or allowed to become airborne while inside a Montpelier, Ohio facility. Cleanliness and prevention of all dust generating work is essential to Montpelier, Ohio processes, equipment and the health of Montpelier, Ohio employees.
11. Contractors are required to keep clear of all operating machinery, conveyors and vehicles.
12. No excavation is permitted without prior approval of the Village Administrator, Fire Chief or Department Supervisor.
13. Contractor's personnel will be permitted inside the facility during scheduled working hours. Exceptions to this and overtime must be authorized through the Village Administrator, Fire Chief or Department Supervisor.
14. Contractors must take full precautions to protect facility floors and walls from damage and use the correct type of equipment when moving heavy objects to avoid damage of the structure.
15. Contractor's personnel are not permitted on the roof of a building unless they have official clearance. Cutting of holes through roofs can only be carried out with the approval of the Village Administrator, Fire Chief or Department Supervisor.

IV. EMERGENCY ACTION PROCEDURES

FIRE

In the event of a fire, the contractor's personnel must alert all persons within the immediate area then call the Fire Department by dialing 911 with a facility telephone. When applicable the PA system and/or two way radios are used and "code red" is to be announced over the facility personal address system and the fire alarm initiated.

All facility personnel and contractor's personnel will assemble in the employee parking lot to take attendance and remain until the "all clear" is given and it is safe to return (see Montpelier, Ohio Emergency Action Plan).

MEDICAL ASSISTANCE

In the event of an accident or sudden illness while on the premises, whereby contractor's personnel need medical attention they are to dial 911 with a facility telephone. When applicable the PA system and/or two way radios are used and "code blue" is to be announced over the facility personal address system along with their location on the premises (in order to facilitate E.M.S. personnel activity be as specific as possible when giving the location of the emergency).

V. RULES FOR GENERAL OPERATION

ACCESS

Nothing shall be done or permitted to be done by Contractors or their employees, which shall interfere with, obstruct or render unsafe:

- Any means of access of the Montpelier, Ohio employees to the places at which they are required to work.
- The passage of work-people or vehicles whether on a defined gangway or otherwise, without permission of the Village Administrator, Fire Chief, Department Supervisor or his/her designee.
- The erection of barricades or cones by the Contractors as specified by Montpelier, Ohio Management.
- Access for emergency and emergency apparatus such as fire fighting equipment.

ACCIDENT, INJURY AND INCIDENT REPORTING

The Montpelier, Ohio Accident Reporting System must be adhered to which includes for the reporting of "Dangerous Occurrences".

All accidents should be reported to the Montpelier, Ohio Village Administrator, Fire Chief or Department Supervisor as soon as they occur or if not presently available at the soonest practical time.

CONTRACTORS' TOOLS AND EQUIPMENT

- All Contractors' tools and equipment must comply with relevant Statutory Rules and approved Codes of Practice.

HAZARDOUS MATERIALS

Contractors must inform the Montpelier, Ohio Village Administrator, Fire Chief or Department Supervisor of all processes or operations connected with any contract work, which requires the use of Hazardous or suspected Hazardous Materials. The Contractor shall provide to the Montpelier, Ohio Village Administrator, Fire Chief or Department Supervisor the appropriate material safety data sheets for chemicals, which they bring on site. The use of these chemicals is subject to approval by Montpelier, Ohio. The Contractor will be prepared to document to Montpelier, Ohio any information regarding its proper and lawful storage, transport and method of disposal.

DUST AND FUME CONTROL

All processes producing dust and/or fumes must be reported to the Village Administrator, Fire Chief or Department Supervisor, who will ensure that the requirements of OSHA and the EPA are fulfilled.

FIRE HAZARDS AND PRECAUTIONS

Montpelier, Ohio Fire Regulations must be observed at all times.

Fire Appliances must not be removed without the expressed permission of the Village Administrator, Fire Chief, Department Supervisor or his/her designee. Exits and aiseways must not be blocked.

Hot Works Permits will be issued when required according to the rules and regulations set forth in the Montpelier, Ohio Hot Works Program.

MACHINERY/EQUIPMENT SAFETY

Contractors may not remove or displace any guarding, fencing or any other safety equipment, which is designed to protect personnel from machinery, without permission of the Village Administrator, Fire Chief, Department Supervisor or his/her designee. The requirements of OSHA must be followed at all times.

HOUSEKEEPING

The housekeeping standards of the Contractors must be maintained at a standard at least as good as those of Montpelier, Ohio. The Contractors' place of work must be kept safe and tidy at all times.

NOISE

Contractors must take action to ensure that any additional noise source is kept to a minimum by the use of silencers, mufflers, etc.

OVERHEAD WORKING

No work may be carried out above the heads of employees or over gangways or roads until all precautions have been taken to ensure the safety of the persons below and the consent of the Village Administrator, Fire Chief, Department Supervisor or his/her designee has been obtained. Permission does not relieve Contractors of any of their obligations under the Construction Regulations.

WORKING AT HEIGHTS

All temporary structures erected by Contractors for the purpose of allowing their employees to work at heights of 2 meters (6 feet, 6 inches) or more above the floor level must be constructed in accordance with the Construction (Working Places) Regulations.

Ladders and scaffolding shall be of sound construction and must be erected in accordance with the Construction (Working Places) Regulations. The report of the results of inspection shall be available on request by the Village Administrator, Fire Chief, Department Supervisor or his/her designee.

Whenever possible, ladders must be made from wood or fiberglass (or other non-conductive material) and care must be taken to ensure that these are in good condition. Metal ladders must never be used where there is any possibility of the ladder coming in contact with electrical conductors.

All roofing work must be properly supervised and accessed controlled. Safety handrails must be erected and approved by the Village Administrator, Fire Chief, Department Supervisor or his/her designee.

PERMITS TO WORK

Hot Works Permits, Confined Space Entry Permits, Lock Out/Tag Out or any other relevant work permits must be obtained when necessary according to the relevant rules and regulations directed in the corresponding programs. All Montpelier, Ohio Programs are on file and available for inspection on the premises.

PROTECTIVE CLOTHING AND EQUIPMENT

Normally protective clothing and equipment will be provided by the Contractors and must be adequate to protect personnel from the likely hazards. For special circumstances, permission may be given for Contractors to use Montpelier, Ohio protective clothing and/or equipment, which must be signed for and returned in good condition.

SECURITY

All Contractors' personnel must report to the Department Supervisor before entering the facility or being anywhere on the premises, stating the area of work and their Montpelier, Ohio contact person to whom they report. Montpelier, Ohio reserves the right to refuse entry to any and all persons to all or part of the facility at any time. All Contractors, Sub-Contractors and their employees must submit to search by Montpelier, Ohio Management as required when requested.

All vehicles must be parked as directed by the Management of Montpelier, Ohio and made available for search when required. All traffic signs must be obeyed.

Contractors shall be responsible for the safe use of any tools and equipment used by them or their employees to the exclusion of any liability of Montpelier, Ohio.

SERVICE CONNECTIONS

Contractors must not use or isolate any of Montpelier, Ohio's services for any purpose without first obtaining the permission of the Village Administrator, Fire Chief or Department Supervisor and obtaining the requisite Lock Out/Tag Out Permits (see Montpelier, Ohio's Control of Hazardous Energy - Lock/Tag/Try Program).

STORAGE

Contractors must obtain permission from the Village Administrator, Fire Chief, Department Supervisor or his/her designee to store materials and equipment within the premises. An "Agreement to Store" does not relieve the Contractor of security arrangements for this material and equipment.

SUPERVISION

Contractors must ensure that the Sub-Contractors and their employees are adequately supervised at all times.

WELFARE

Where canteen, washing and medical facilities are used, Contractors will comply with relevant rules and instructions.

Montpelier, Ohio Management reserves the right to dictate the means and design of barricading, cones etc.

EVACUATION

In the event of Contractors' personnel being instructed to evacuate the facility, section or department, they are to proceed via the closest exit and assemble in the employee parking lot and report immediately to their Montpelier, Ohio contact so that attendance can be taken.

EYE PROTECTION

Contractors' personnel must adhere to the Montpelier, Ohio Personal Protection Equipment (PPE) Program at all times. This Program requires that safety glasses, ear plugs, steel toe caps or other appropriate personal protective equipment be worn while in certain areas or performing certain tasks. The Personal Protection Equipment (PPE) Program is available for review on the premises Library.

REGISTER OF PERSONNEL

Contractors are to maintain a daily register of all personnel on site, to be available when requested by the Village Administrator, Fire Chief, Department Supervisor or his/her designee.

VI. RULES FOR SPECIFIC OPERATIONS

CONFINED SPACE ENTRY

When work has to be done by a Contractor and/or Sub-Contractor inside any vessel, chamber, pipe or flue or any confined space whether posted or not, the precautions under OSHA regulations must be put into effect. Montpelier, Ohio requires the use of the Montpelier, Ohio Confined Space Entry Permit under the auspices of the Montpelier, Ohio Confined Space Entry Program (Program available for review on the premises Library).

CONTRACTORS SITE HUTS

Written approval must first be obtained from the Village Administrator, Fire Chief or Department Supervisor prior to the erection of any site huts.

EXCAVATION

No Contractor shall carry out any excavation work until permission has been obtained from the Village Administrator, Fire Chief, Department Supervisor or his/her designee and all appropriate Work Permits are obtained.

GAS BOTTLES

The Village Administrator, Fire Chief, Department Supervisor or his/her designee must record all Contractors' gas bottles brought on site. The storage and use of these gas bottles must be approved by the Village Administrator, Fire Chief, Department Supervisor, or his/her designee. Under no circumstances can gas bottles be left freestanding. All gas bottles must be returned to the compound or storage area at the end of each day.

TOOLS

Electrically Driven Portable Tools

The Village Administrator, Fire Chief, Department Supervisor or his/her designee will approve any appliance brought on site by the Contractor. All portable power tools will be Ground Fault Circuit Interruption Protected. They will be in good condition with no frayed cords or exposed wires.

Compressed-Air Driven Tools

Contractors must not use any compressed air service main for portable tools without first obtaining permission of the Village Administrator, Fire Chief, Department Supervisor or his/her designee. Where Contractors are engaged on work in or about the Facility which necessitates the use of compressed air receivers including vessels used for spraying paint and similar materials, they must be able to produce for inspection Test Certificates showing the results of routine inspection as required under OSHA current regulations that vessels / pressure pots are in full working order.

Pneumatic hammers and drills must be fitted with suitable noise suppressers.

Percussion Cartridge Tools

Any Contractors wishing to use percussion tools must obtain permission from the Village Administrator, Fire Chief, Department Supervisor or his/her designee.

HOISTING AND LIFTING

Contractors or any of their employees must not use any of Montpelier, Ohio's tools or equipment without the permission of the Village Administrator, Fire Chief, Department Supervisor or his/her designee.

All lifting and hoisting equipment must be adequate for the purpose required and anchorage must be approved by the Village Administrator, Fire Chief or Department Supervisor.

No lifting chain, rope, lifting tackle or machinery must be used unless it has been examined by the Village Administrator, Fire Chief or Department Supervisor, and where required, a Certificate obtained in accordance with current OSHA regulations.

Such equipment may not be used for the purpose of a building operation or work of engineering construction lifting (Lifting Operations Regulations). No equipment may be left unattended during the lifting process or allowed to remain suspended by any lifting equipment.

MOVEMENT OF EQUIPMENT AND MACHINERY

No Facility Equipment or Machinery must be moved by Contractors without the expressed permission of the Village Administrator, Fire Chief, Department Supervisor or his/her designee.

RADIATION HAZARD

No Contractor will be allowed to bring into the facility any equipment, which involves the use of Radioactive Sources, without the expressed permission of the Village Administrator, Fire Chief or Department Supervisor.

POWERED INDUSTRIAL TRUCKS

No Contractors' Powered Industrial Truck is to be used without the expressed permission of the Village Administrator, Fire Chief, Department Supervisor or his/her designee. A special driver licensing procedure is in effect through Montpelier, Ohio's Forklift and Powered Industrial Truck Program (available for review on the premises Library).

STRUCTURAL STEEL

Prior to any work, which requires removal of or attachment to the structural steel of the factory building, Contractors must obtain the expressed permission of the Village Administrator, Fire Chief or Department Supervisor.

Welding to structural steel is not permitted. Clamping methods through out the facility must be approved by the Village Administrator, Fire Chief or Department Supervisor.

VII. WINDOW CLEANING

Contractors must ensure that:

Any ladder, stepladder, cradle or other appliance used or intended for use by their employees is of sound construction, adequate strength, and sufficient length and properly maintained.

Where it is not practical to clean windows from a ladder and Contractors' employees have to work at places from where they would be more than 2 meters (6 feet, 6 inches) or have to work in conditions where special dangers or risks could be involved, Contractors or their authorized representatives shall inspect these places before work is commenced. If any doubt exists as to the suitability or adequacy of footholds and/or handholds, Contractors or their authorized representatives shall make all provisions so far as practicable to prevent accidents and shall specifically instruct their employees in the precautions to be taken.

Contractors or their authorized representatives must satisfy themselves that handholds and/or footholds likely to be used by their employees are secure. If there be any doubt

that the handholds and/or footholds cannot be relied upon, they are to warn their employees and specifically instruct them that these are not to be used and that they must inform the Village Administrator, Fire Chief, Department Supervisor or his/her designee of any defects immediately. Safety harnesses and other appropriate fall protection devices must be used where applicable.

Contractors must at all times guard against any imprudence of their employees, often caused by familiarity with the risks involved and shall impress upon their employees the necessity not to be given a false sense of security by reason of safety measures taken and they shall explain the need for employees to exercise prudence and caution in keeping with the skill of their calling.

Acids or other chemical products used by Contractors for window cleaning must be approved by the Village Administrator, Fire Chief or Department Supervisor.

Montpelier, Ohio equipment must not be used without the expressed permission of the Village Administrator, Fire Chief, Department Supervisor or his/her designee. If permission is given to use Montpelier, Ohio equipment, Contractors must satisfy themselves that the equipment is safe to use. Any "borrowed" Montpelier, Ohio equipment must be signed out and returned in good condition.

Current test certificates of Contractors' cradles, safety harnesses etc., must be made available for inspection by Montpelier, Ohio Management if required.

VIII. LIST OF REGULATIONS, CODES OF PRACTICE

(WHICH MUST BE ADHERED TO BY CONTRACTORS AND THEIR EMPLOYEES WHERE APPLICABLE)

U.S. DEPARTMENT OF LABOR, OSHA Part 1926: Safety and Health Regulations for Construction

U.S. DEPARTMENT OF LABOR, OSHA Part 1910: Occupational Safety and Health Standards

THE INDUSTRIAL COMMISSION OF OHIO, DIVISION OF SAFETY AND HYGIENE, Specific Safety Requirement Relating to Construction

THE INDUSTRIAL COMMISSION OF OHIO, DIVISION OF SAFETY AND HYGIENE, Specific Safety Requirements Relating to Workshops and Factories

OHIO DEPARTMENT OF HEALTH, OHIO RADIATION PROTECTION STANDARDS

U.S. ENVIRONMENTAL PROTECTION AGENCY: Superfund Amendments and Reauthorization Act of 1986 (SARA Title III) Emergency Planning and Community Right-to-Know Act of 1986

OHIO ENVIRONMENTAL PROTECTION AGENCY: Hazardous Waste Disposal Regulations

NATIONAL FIRE PROTECTION ASSOCIATION: National Fire Codes

NATIONAL FIRE PROTECTION ASSOCIATION: National Life Safety Codes

NATIONAL FIRE PROTECTION ASSOCIATION: National Electric Codes

AMERICAN NATIONAL STANDARDS INSTITUTE: American National Standard for the Safe Use of Lasers, ANSI Z136.1 - 1986

AMERICAN NATIONAL STANDARDS INSTITUTE: American National Standard for Industrial Robots and Robot Systems, ANSI/RIA R15.06-1986

AMERICAN NATIONAL STANDARDS INSTITUTE: American National Standard for Powered Industrial Trucks, ANSI/NFPA 505-1981

NOTE:

This list is not all-inclusive. Other regulations and standards may apply to various situations. Montpelier, Ohio reserves the right to require Contractors compliance with them as the need arises.

APPENDIX I.

CERTIFICATE OF RECEIPT OF SAFETY RULES FOR
CONTRACTORS

CERTIFICATE OF RECEIPT OF SAFETY RULES FOR CONTRACTORS
(please print)

Contractors Name: _____

Address: _____

I/we further understand that these rules are to be strictly observed by all of our employees while they are on the premises of Montpelier, Ohio and that violation of these rules can be grounds for termination of our contract.

Signed _____

Title _____

Date _____

One copy to be returned to Montpelier, Ohio after signed,
One copy to be retained by the Contractor for their files.