RESOLUTION APPROVING THE CONSTRUCTION CONTRACT BETWEEN KLINGINSMITH ENTERPRISES, INC AND ASHTABULA COUNTY FOR THE SOUTH RIVER RD PHASE I CONTRACT A, ACDES

WHEREAS, Doug Starkey, Director of the Ashtabula County Department of Environmental Services, has presented a Contract for the approval of the Board, to-wit:

PARTIES: Ashtabula County Department of Environmental Services, 36 W. Walnut St., Jefferson, OH 44047. The Ashtabula County Commissioners, 25 West Jefferson St., Jefferson, OH 44047. Klinginsmith Enterprises, Inc., 12984 Sportsman Road, Conneaut Lake PA 16316.

SCOPE: Klinginsmith Enterprises Inc. to provide Ashtabula County Dept of Environmental Services construction services, labor, materials, equipment, and all things collectively required and described in the contract, to install a 8" PVC water line approximately 11,400 feet on South River Road starting at State Route 534 and ending at Stoltz Rd, in Harpersfield Township. Project to include hydrants every 500 feet and mainline valve at each hydrant.

COST: Not to Exceed, contracted sum of $620,593.55 and a 10% contingency for alternate unit priced items.

TERM: The term of this agreement shall commence on the Effective Date and continue through 365 days from the Notice to Proceed, unless otherwise terminated earlier.

WHEREAS, this Board of Commissioners concurs with the recommendation of the Director and finds this contract to be reasonable and necessary; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the Contract noted above is approved in accordance with the copy now on file in this office.

BE IT FURTHER RESOLVED that the President of the Board, on behalf of the Board of Commissioners of Ashtabula County, is authorized to execute any and all necessary documents.

ASHTABULA COUNTY COMMISSIONERS

CERTIFICATION PAGE

Resolution No. 2024-358 **July 23, 2024**

RESOLUTION APPROVING THE CONSTRUCTION CONTRACT BETWEEN KLINGINSMITH ENTERPRISES, INC AND ASHTABULA COUNTY FOR THE SOUTH RIVER RD PHASE I CONTRACT A, ACDES

Upon the motion of J.P. Ducro IV, seconded by Casey R. Kozlowski.

VOTE:

Kathryn L. Whittington	**Aye**
J.P. Ducro IV	**Aye**
Casey R. Kozlowski	**Aye**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.

Lisa Hawkins

Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

REVISED CODE §1311.252
NOTICE OF COMMENCEMENT OF A PUBLIC IMPROVEMENT

State of Ohio)
) SS:
County of Ashtabula)

Kathryn L. Whittington, President (the "Affiant"), being first duly sworn, says that:

1. Affiant is the President of the Ashtabula County Board of Commissioners, at 25 West Jefferson Street, Bldg. E, Jefferson, Ohio for a contract executed on July 18, 2024, 2024.

2. The Public Authority will be commencing a public improvement identified as follows:
South River Road Waterline Extension Phase 1 – Contract A

3. The following lists the name, address, and surety of each of the principal contractors working on this public improvement:

TRADE	CONTRACTOR	SURETY
General	Klinginsmith Enterprises, Inc. P.O. Box 5135, 12984 Sportsman Road Conneaut Lake, Pennsylvania 16316	Pennsylvania National Mutual Casualty Insurance Co. 2 N. Second Street Harrisburg, PA 17101

4. For the purpose of service an affidavit pursuant to Revised Code §1311.26, service may be made upon the following representative of the Public Authority: Kathryn L. Whittington, President, at the Ashtabula County Board of Commissioners, ~~25 West~~ Jefferson Street, Bldg. E, Jefferson, Ohio 44047.

Kathryn L. Whittington, President

SWORN TO before me and subscribed in my presence this 18th day of July, 2024.

[SEAL]
Notary Public Comm exp 7/14/2025

Prepared by:

CT Consultants, Inc.
8150 Sterling Court
Mentor, Ohio 44060

NOTICE OF AWARD

TO: Klinginsmith Enterprises, Inc.
P.O. Box 5135, 12984 Sportsman Road
Conneaut Lake, Pennsylvania 16316

PROJECT: SOUTH RIVER ROAD WATERLINE EXTENSION PHASE I
CONTRACT A

You are notified that your Bid which was opened on 05/09/24 has been accepted for items in the amount of $620,593.55 at the unit bid prices as reflected in the bid tabulation contained herein for Contract A – Base Bid.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Bonds, Certificates of Insurance, and other documents within 10 calendar days from the date of receipt of this Notice.

Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid in default, to annul this Notice and to declare your Bid Security forfeited.

The Owner will return to you one (1) fully signed set of the contract documents.

ACKNOWLEDGMENT OF AWARD

ASHTABULA COUNTY COMMISSIONERS

Lisa Hawkins
County Clerk of the Commissioners

Date

KLINGINSMITH ENTERPRISES, INC.

Daniel Dawson
Vice President

07-11-2024
Date

RESOLUTION RECEIVING BIDS AND AWARDING FOR CONTRACT A: SOUTH RIVER ROAD WATERLINE EXTENSION PHASE I, TO KLINGINSMITH CONSTRUCTION CO, CONNEAUT OHIO, FOR A WSRLA FUNDED PROJECT, ACDES

WHEREAS, a request and recommendation has been received for the approval of the Board of Commissioners to award the South River Rd. Waterline Extension Project, contract A; and

WHEREAS, On April 9, 2024, by Resolution No 2024-193, bids were ordered, and on April 25, 2024 bids were received for the South River Rd Waterline Extension Project, contract A, as follows:

	Contract A South River Road	Contract A- Alternate South River Rd	Contract A- Base & Alternate	Contract B Bishop Road	Contract B- Alternate Bishop Rd	Contract B- Base & Alternate
Klinginsmith Construction Co.	$620,593.55	$144,000.00	$764,593.55	$406,625.00	$57,000.00	$463,625.00
J.Severino Construction, Inc.	$676,463.86	$42,815.17	$719,279.03	$472,104.92	$17,276.48	$489,381.40
Pollard Land Services, Inc.	$692,953.00	$60,000.00	$752,953.00	$385,817.00	$25,000.00	$410,817.00
Rudzik Excavating, Inc.	$753,110.00	$107,810.00	$860,920.00	$471,110.00	$48,270.00	$519,380.00
Chivers Construction Co. Inc.	$814,622.00	$81,533.00	$896,155.00	$516,762.00	$31,820.00	$548,582.00
Union Industrial Contractors, Inc.	$824,138.50	$56,500.00	$880,638.50	$531,475.00	$24,500.00	$555,975.00
Trax Construction Co.	$894,549.00	$69,116.00	$963,665.00	$534,928.00	$29,2353.00	$564,163.00
S.E.T. Inc.	$953,801.75	$117,235.00	$1,071,036.75	$565,557.00	$45,619.00	$611,176.00

WHEREAS, Douglas Starkey, Director of the Ashtabula County Department of Environmental Services, along with CT Consultants and staff, reviewed the bids and has recommended the bid be awarded to Klinginsmith Construction Co. for the total of the base bid of $620,593.55, as the lowest and best bid received; and

WHEREAS, this Board would concur with that recommendation; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that the bid for the South River Rd Waterline Extension Project, contract A; the project be awarded to Klinginsmith Construction Co., as outlined above.

ASHTABULA COUNTY COMMISSIONERS

CERTIFICATION PAGE

Resolution No. 2024-281 **June 04, 2024**

RESOLUTION RECEIVING BIDS AND AWARDING FOR CONTRACT A: SOUTH RIVER ROAD WATERLINE EXTENSION PHASE I, TO KLINGINSMITH CONSTRUCTION CO, CONNEAUT OHIO, FOR A WSRLA FUNDED PROJECT, ACDES

Upon the motion of Casey R. Kozlowski, seconded by J.P. Ducro IV.

VOTE:

Kathryn L. Whittington	**Aye**
J.P. Ducro IV	**Aye**
Casey R. Kozlowski	**Aye**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.

Lisa Hawkins

Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

AGREEMENT

This AGREEMENT, made this _____ day of _____, 2024 (the "Effective Date") between Klinginsmith Enterprises, Inc. (the "Contractor"), with offices at PO Box 5134, 12984 Sportsman Road, Conneaut Lake, PA 16316, and Ashtabula County, 25 W. Jefferson St., 2nd Floor, Old Courthouse, Jefferson, OH 44047 (the "County") for the South River Road Waterline Extension Project, Phase I - Contract A in Ashtabula County.

WITNESSETH: That the parties hereto, for and in consideration of Covenants and Agreement to be performed by each as hereinafter set forth, do hereby agree as follows:

ARTICLE I
THE WORK

The Contractor shall furnish all the labor, services, materials, plant, equipment, tools, scaffolds, appliances, transportation, and all other things (collectively called the "Work") necessary for the timely and proper completion of the Work described in the Contract Documents for the Project as set forth in Exhibit A. In the event of inconsistencies within or between the Contract Documents, the Contractor shall provide the better quality or greater quantity of Work and shall comply with the more-strict requirement.

ARTICLE II
TERM

The term of this Agreement shall commence on the Effective Date and continue through December 31, 2024 (the "Completion Date"), unless otherwise terminated earlier as provided below (the "Term").

ARTICLE III
COMPENSATION AND PAYMENT

3.1 The Contractor's total compensation for the Work shall be $620,593.55 (the "Contract Price").

3.2 Contractor is subject to and responsible for paying fees to obtain all applicable licenses, permits, and other permissions necessary to perform its obligations under this Contract. Contractor is responsible for paying federal, state, and local taxes. Contractor agrees to withhold all income taxes due or payable for qualifying wages, salaries, and commissions paid to its employees and further agrees that any of its sub-contractors shall be required to agree to withhold any such income taxes due for services performed under this Contract.

3.3 The Contractor shall submit monthly to the County an itemized Application for Payment for Work performed based upon Exhibit A on a form satisfactory to the County.

3.4 The Application for Payment shall be supported by documentation substantiating the Contractor's right to payment. The Contractor shall supply such additional documentation as the designated representative of the county ("County's Representative") may request in connection with each payment to the Contractor.

Certified payroll reports for the period of time indicated shall be attached to one copy of every Application for Payment.

The Contractor shall list on the Application for Payment any approved Change Orders processed and performed during the time covered by the Application for Payment.

Payment of an approved Application for Payment shall be made within 45 days from the date of approval by the County's Representative. The County reserves the right to require proof of the renewal of required insurance as a condition precedent to payment.

The amount of Liquidated Damages to which the County is apparently entitled under the Contract Documents may be deducted from any Application for Payment by the County's Representative.

3.5 The County reserves the right to decline to approve any Application for Payment or part thereof, or because of subsequent evidence or inspection, may nullify any previous Application for Payment, in whole or in part, to such extent as may be necessary in the County's Representative's opinion to protect the County from loss because of:

(a) Defective or nonconforming Work ("Defective Work") not remedied;

(b) Damage caused by the Contractor;

(c) Failure to comply with the requirements of Chapter 4115, ORC;

(d) Liquidated damages in the amount set forth in the Contract Documents ("Liquidated Damages").

If the basis for withholding payment pursuant to this Section is removed, payment shall be made for amounts withheld because of the basis.

3.6 The Contractor, as a condition precedent to execution of the certificate of Contract Completion and to final payment, shall provide all documents required for approval by the County's Representative.

Payment of the final Application for Payment shall be made within 45 days from the date of approval by the County's Representative.

3.7 The making of final payment by the County shall constitute a waiver of all claims by the County except those arising after Contract Completion and the following:

(a) Defective Work;

(b) Outstanding liens;

(c) Failure of the Contractor to comply with any Warranties or Guarantees required by the Contract Documents.

The acceptance of final payment by the Contractor shall constitute a waiver of all claims against the County except those that the Contractor has previously made in writing in accordance with Article IX and which remain unresolved at the time of final payment. This provision is intended to be, and shall be construed as, consistent with, and not in conflict with, Section 4113.62, ORC, to the fullest extent permitted.

ARTICLE IV
SCHEDULE

Time is of the essence to this contract. The rate of progress shall be such as to complete the Work within the time limit specified herein.

In the event that the Work is not completed within the time limit aforesaid, the Contractor shall reimburse the County an amount equal to the County's costs for and expenses of Project inspections, supervision and similar engineering services provided by or for the County after the expiration of the aforesaid time limit, and until completion and acceptance of the Work.

In addition, in the event that the Work is not substantially completed within the time limit aforesaid, with said incompletion prohibiting beneficial use and occupancy of the Project, in compensation for the public's loss of use of the Project, the Contractor shall forfeit Liquidated Damages.

Such amounts shall be deducted by the Engineer from the partial or final estimates to be allowed the Contractor.

The Board of County Commissioners may for good cause shown, extend the time of completion. Any such extension of time shall not be deemed a waiver by the County of any other rights

provided for under this contract, and shall not operate to release any Surety from any of bond obligations.

ARTICLE V
CHANGES

The County, without invalidating the Agreement, may order changes in the Work consisting of additions, deletions or other revisions, including without limitation revisions resulting from an extension granted in accordance with Article IV. To the extent the time for the Completion Date or the Contract Price is affected, the Contract may be equitably adjusted by Change Order in accordance with this Article. The Contractor understands and agrees that any change which substantially modifies the facilities to be constructed pursuant to this Agreement as described generally in Exhibit 1 of the County's Water Supply Revolving Loan Account Loan Agreement with the State of Ohio s or alter the direct or indirect impact of such facilities is subject to the approval of the Director of the Environmental Protection Agency of the State of Ohio (the "Director").

The Contractor shall proportionately increase the amount of the Bond whenever the Contract Price is increased.

If notice of any change affecting the Contract is required by the provision of any Bond, the giving of any such notice shall be the Contractor's responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

The Contractor shall not proceed with any change in the Work without the required written authorization. If the Contractor believes that any item is not Work required by the Contract Documents, the Contractor shall obtain a Change Order before proceeding with such item. Except as provided in Article IX, failure to obtain such a Change Order shall constitute a waiver by the Contractor of any Claim for additional compensation for such item.

ARTICLE VI
WARRANTIES

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

- The County will have good title to the Work and all materials and equipment incorporated into the work will be new;

- The Work and all materials and equipment incorporated into the Work will be free from all defects, including any defects in workmanship or materials;

• The Work and all equipment incorporated into the Work will be fit for the purpose for which intended;

• The Work and all materials and equipment incorporated into the Work will be merchantable; and,

• The Work and all materials and equipment incorporated into the Work will conform in all respects to the Plans and Specifications.

Upon notice of the breach of any of the warranties or guarantees under the Contract Documents, the Contractor, in addition to any other requirements in the Contract Documents, shall commence to correct such breach and all damage resulting therefrom within forty-eight (48) hours after written notice thereof, thereafter shall use its best efforts to correct such breach and damage to the satisfaction of the County and, except when an extension of time is granted in writing by the County, correct such breach and damage to the satisfaction of the County within thirty (30) days of such notice; provided that if such notice is given after final payment hereunder, such 48-hour period shall be extended to seven (7) days. If the Contractor fails to commence to correct such breach and damage, or to correct such breach and damage as provided above, the County, upon written notice to the Contractor and without prejudice to any of its other rights or remedies, may correct the deficiencies. The Contractor upon written notice from the County shall pay the County, within ten (10) days after the date of such notice, all of the County's costs and expenses incurred in connection with or related to such correction and/or breach, including without limitation the County's administrative, legal, and consulting expenses. The foregoing warranties and obligations of the Contractor shall survive the final payment and/or termination of this Agreement. If the Contractor fails to pay the County any amounts due under this Section, the Contractor shall pay the County, in addition to the amounts due, a late payment fee of one and one-half percent (1.5%) per month for each month or part thereof that the payments are not paid when due.

ARTICLE VII
INSURANCE AND INDEMNIFICATION

7.1 The Contractor shall maintain insurance as set forth in Exhibit B.

7.2 To the maximum extent permitted by law, the Contractor shall indemnify and hold harmless the County and the County's consultants, agents, and employees from and against all claims, damages, losses, and expenses—whether proven or not—including but not limited to attorneys' and consultants' fees—whether made by County or a third-party—arising out of or related to the Contractor's performance of the Work including but not limited to the failure of the Contractor to perform its obligations under the Contract Documents, any claims for bodily injury, sickness, disease, or death or to injury to or destruction of or loss of use of real or

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

7.3 The County's total liability under this Agreement shall be limited to the amount set forth in the Auditor's certificate accompanying this Agreement. Under no circumstances shall the elected officials, officers, employees, council members, or agents of the County be personally liable for any obligations or claims arising out of or related to this Agreement. No Change Order to the Contract shall be effective against the County without a new Auditor's certificate.

ARTICLE VIII
SUSPENSION AND TERMINATION

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

An adjustment shall be made for increases in the cost of performance of the Work, including profit and overhead on the increased cost of performance, caused by the suspension, delay or interruption, provided that the total cost of profit and overhead shall not exceed 2% of the amount of the increased cost not attributable to profit or overhead. No adjustment shall be made to the extent that: performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or an equitable adjustment is made or denied under another provision of this Agreement.

8.2 The County may, in its discretion and without cause, by written notice to the Contractor terminate this Agreement for the County's convenience.

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

If this Agreement is terminated without cause and for the County's convenience and there exists no event of the Contractor's default, as defined in this Agreement, the County will pay the Contractor (i) for Work performed under this Agreement up to the date the notice of termination is received by the Contractor at the rates for Work performed under this Agreement, including overhead and profit of 2% on the Work performed up to the date of termination.

If this Agreement is terminated without cause for the County's convenience and there exists an event of the Contractor's default, as defined in this Agreement, the Contractor shall be entitled to receive only such sums as it would be entitled to receive following the occurrence of an event of default under this Agreement. The termination of this Agreement shall be without prejudice to any rights or remedies that exist at the time of termination.

8.3 If the County determines that the Contractor has failed to prosecute the Work with the necessary force or in a timely manner, or has refused to remedy any Defective Work, the County's Representative shall notify the Contractor and the Contractor's Surety of such failure or refusal. The Contractor shall begin to cure such failure or refusal within 5 days of receipt of the notice.

If the Contractor fails to cure such failure or refusal within 20 days of receipt of the notice, the County may terminate the Contract and employ upon the Work the additional force, or supply the materials or such part of either as is appropriate, and may remove Defective Work.

If the Contractor is so terminated, the Contractor's Surety shall have the option to perform the Contract. If the Contractor's Surety does not commence performance of the Contract within 10 days of the date on which the Contract was terminated, the County may complete the Work by such means as the County's Representative deems appropriate. The County may take possession of and use all materials, facilities and equipment at the Project site or stored off site for which the County has paid.

If the Contractor is so terminated, the Contractor shall not be entitled to any further payment. If the County completes the Work and if the cost of completing the Work exceeds the balance of the Contract Price, including compensation for all direct and consequential damages incurred by the County, or the County as a result of the termination, such excess shall be paid by the Contractor or the Contractor's Surety.

If the Contractor's Surety performs the Work, the provisions of the Contract Documents shall govern such Surety's performance, with the Surety being substituted for the Contractor in all such provisions including, without limitation, provisions for payment for the Work and provisions about the right of the County to complete the Work.

Upon a final determination, by a court of competent jurisdiction, that the termination pursuant to this Section was improper, the termination shall be deemed a termination for convenience to Section 8.2.

ARTICLE IX
DISPUTE RESOLUTION

9.1 If any dispute or difference of any kind (a "Dispute") arises between the Parties in connection with, or arising out of, this Agreement, the Contractor and County within 30 days shall attempt to settle such Dispute in the first instance through discussions. The designated representatives of Contractor and County shall promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of such Dispute. If the representatives are unable to resolve the Dispute within fifteen (15) Business Days, the Dispute shall be referred within two (2) Business Days of the lapse of the fifteen (15) Business Day period to the responsible senior management of each party for resolution. Neither party shall seek any other means of resolving any Dispute arising in connection with this Agreement until the responsible senior management of Parties have had at least an additional fifteen (15) Business Days to resolve the Dispute following referral of the Dispute to them.

9.2 The Courts of Ashtabula County shall retain exclusive jurisdiction to resolve any disputes between the parties to the extent in which the parties cannot resolve their disputes within a reasonable amount of time. This agreement does not prohibit the parties from seeking mediation before litigation.

9.3 During the pendency of any mediation or litigation the Parties shall continue to perform their obligations under this Agreement subject to Court Order.

ARTICLE X
MISCELLANEOUS

10.1 No modification or waiver of any of the terms of this Agreement or of any other Contract Documents shall be effective against a party unless set forth in writing and signed by or on behalf of a party, which in the case of the County shall require the signature of the County's Representative acting under the authority of a specific resolution of the County. Under no circumstances shall forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this Paragraph.

10.2 The Contractor may not assign this Agreement without the written consent of the County, which the County may withhold in its sole discretion.

10.3 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the County or the Contractor.

10.4 All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties shall be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any

provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of Ashtabula County, Ohio, and each party hereby expressly consents to the jurisdiction of such court.

10.5 Regardless of any provision to the contrary, the statute of limitations with respect to any defective or non-conforming Work that is not discovered by the County shall not commence until the discovery of such defective or non-conforming Work by the County.

10.6 Notices, requests, or demands by either party shall be in writing, unless otherwise expressly authorized, and shall be personally served, forwarded by expedited messenger service, sent by facsimile transmission, or be given by registered or certified mail, return receipt requested, postage prepaid, and, in the case of the County, addressed to the address/FAX number set forth at the beginning of this Agreement with a copy sent to Ashtabula County Prosecutor's Office, 25 West Jefferson St., Jefferson, OH 44047 and, in the case of the Contractor, addressed to its address/FAX number set forth at the beginning of this Agreement. Any party may change its address/FAX number by giving notice hereunder. All notices, requests, and demands shall be deemed received upon receipt in the case of personal delivery or delivery by expedited messenger service, including leaving the notice at the address provided herein during normal business hours; upon the expiration of forty-eight (48) hours from the time of deposit in the United States mail; or, in the case of a notice given by facsimile transmission, upon the expiration of twenty-four (24) hours after the transmission is sent.

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

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

10.9 The Contractor, at its expense, shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work. Including, but not limited to, Ohio's Prevailing Wage law if applicable.

10.10 The Contractor shall follow all applicable safety and health regulations during the progress of the Project and shall monitor all of its employees and its subcontractors for compliance with such safety and health regulations. In undertaking the responsibilities set forth

in this Paragraph, the Contractor does not assume any duty or responsibility to the employees of any Subcontractor or supplier, regardless of tier. The County assumes no responsibility for the development, review, or implementation of the any project safety plan or for Project safety and has no authority to direct the means and methods of the Contractor.

10.11 Contractor agrees that, in the hiring of employees for the performance of work under the Contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates. Contractor further agrees that neither it, its subcontractors, or any person on the Contractor's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color. That there shall be deducted from the amount payable to the Contractor by the County under this Agreement a forfeiture of twenty-five dollars ($25.00) as required by O.R.C. Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement. That this Agreement may be canceled or terminated by the County and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

10.12 During the performance of this contract, the contractor agrees as follows:

(a) The designated representatives of the State of Ohio will have access to the work whenever it is in preparation or progress and that the contractor will provide for such access and inspection.

(b) The Contractor will comply with the provisions of 40 U.S.C.A. § 3142 (also known as the DavisBacon Act) and related Acts including, concerning rate of wages for laborers and mechanics employed by contractors and subcontractors.

(c) The Contractor will comply with all applicable federal requirements imposed by the Federal Consolidated Appropriations Act and/or related State Revolving Fund Policy Guidelines, including, among others, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") and that if applicable, all manufactured products used in the projects are to be produced in the United States as required by the Build America, Buy America Act (BABAA), eff. May 14, 2022 unless (i) the County has requested and obtained a waiver from the Director pertaining to the Project or (ii) the Director has otherwise advised the County in writing that BABAA and/or the American Iron and Steel Requirement is not applicable to the Project; or (iii) a BABAA program Waiver applies.

(d) The contractor will comply with all record keeping and reporting requirements under the Clean Water Act (the "CWA"), including any reports required by the federal agency or the Director such as performance indicators of program deliverables, information on

costs and project progress. The Contractor understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the CWA and this Agreement may be a default hereunder that may result in the required immediate repayment from the Contract of all payments provided under this Agreement and/or other remedial actions..

(e) The Contractor shall permit the County, acting by or through its designated representatives, to inspect all books, documents, papers, and records relating thereto at any and all reasonable times for the purpose of conducting record reviews, audits, or examination, which examination may include examination for compliance with Ohio Revised Code Section 6109.22, the SDWA, and other applicable federal laws, and then Contractor shall submit to the County such documents and information as they may require in connection therewith.

(f) The contractor shall furnish a performance and payment bond in an amount at least equal to one hundred percent (100%) of its contract price as security for the faithful performance of its contract.

10.13 This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

[SIGNATURES ON NEXT PAGE]

Signature Page

The signatories hereto represent that they are authorized to enter into this Agreement on behalf of the party for whom they sign.

Klinginsmith Enterprises, Inc.:

By: Daniel Dawson Date: 07-11-2024

Its: Daniel Dawson, Vice President

Ashtabula County Board of County Commissioners:

By: Date: 7/18/2024

Its: Kathryn L. Whittington, President

Approved as to Legal Form:

Date: 7/18/24

Colleen M. O'Toole,

Its: Ashtabula County Prosecutor

Matrix Matter No. 2024-CON-0090
Reviewed by Matthew J. Hebebrand, Esq.

EXHIBIT A
CONTRACT DOCUMENTS

The Contract Documents shall consist of the following:

1. Advertisement for Bids/Public Notice to Bidders
2. Instruction to Bidders
3. Bid Forms and Proposal
4. Contract Forms and Exhibits
5. Contract Bond – ORC 153.571 or ORC 153.57
6. Contract Provisions
7. General Conditions
8. Supplementary Conditions as revised by the Ashtabula County Prosecutor's Office
9. Specifications
10. Specific Project Requirements
11. Prevailing Wage Rate Schedule
12. Contract Drawings

EXHIBIT B
INSURANCE REQUIREMENTS

The Contractor and all subcontractors shall maintain Workers' Compensation Insurance, Public Liability, Property Damage, Vehicle Liability Insurance, and Flood Insurance if appropriate, in amounts and on terms satisfactory to the State of Ohio.

Until the Project Facilities are completed and accepted by the County, the Contractor shall maintain Builders Risk Insurance (fire and extended coverage) on a one hundred percent (100%) basis (completed value form) on the insurable portion of the Project Facilities for the benefit of the Director, the Ohio Water Development Authority, the County, the Contractor, and all subcontractors, as their respective interests may appear.

FISCAL OFFICER'S CERTIFICATE

Conforming with O.R.C. § 5705.41

The undersigned Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of Ashtabula County during the year 2024 under the Agreement has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of:

in the amount not to exceed Six Hundred Twenty Thousand Five Hundred Ninety-Three and 55/100 Dollard ($620,593.55) and free from any previous encumbrances.

Agreement Title: **Construction Contract A - South River Road Waterline Extension Phase 1**
By and Between the Ashtabula County Board of Commissioners, by and through the Department of Environmental Services, and Klingingsmith Construction Co. for the purposes of providing construction services pertinent to the South River Road Waterline Extension Phase 1 project in the Ashtabula County General Sewer District.

SIGNED

_____

David Thomas
Ashtabula County Auditor

_____

Date

STATE OF OHIO
WATER POLLUTION CONTROL LOAN FUND (WPCLF/SRF))
CONTRACT CHANGE ORDER

RECIPIENT: Ashtabula County Board of Commissioners
CHANGE ORDER NO.: 1
WSRLA LOAN NO.: FS390004-0026
CONTRACT: A
OWDA LOAN NO.: 10879
DATE: 7/9/2024

DESCRIPTION OF CHANGE: SOUTH RIVER ROAD WATERLINE EXTENSION PHASE 1 - CONTRACT A
C1 Project No 220544

QTY.	UNIT	UNIT PRICE	ITEM TOTAL

"Non-compensatory change to contract documents:

Replace Contract pages CF.2 & CF.3 with the attached Agreement, pages 1 to 12

Replace Supplementary Conditions SC.1 to Sc.8 with the attached SC.1 to SC.6."

TOTAL **$0.00**

The time provided for completion in the contract for the above items is (increased/decreased) by 0 calendar days.
Completion Date through this Change Order: 31-Dec-2024

RECOMMENDED BY: Georgia Conway, P.E. — CT Consultants — DATE: 7/9/2024

APPROVED BY: Kathryn L. Whittington, Pres. — Ashtabula County Board of Commissioners — DATE:

ACCEPTED BY: Daniel Dawson, Vice President — Klinginsmith Construction Co. — DATE: 7/11/2024

	AWARDED CONTRACT AMOUNT
Original Amount	$620,593.55
Previous Changes (+/-)	$0.00
This Change (+/-)	$0.00
Adjusted Amount	$620,593.55

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 — Date

Chief Engineer — Date

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 ed.) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented herein or in the Specific Project Requirements remain in full force and effect.

The terms used in these Supplementary Conditions which are defined in the General Conditions have the meaning assigned to them in the General Conditions.

Article 10 of the General Conditions is deleted in its entirety. Any and all references to any paragraph of Article 10 of the General Conditions shall be replaced with references to Article V of the Agreement.

Article 12 of the General Conditions is deleted in its entirety. Any and all references to any paragraph of Article 12 of the General Conditions shall be replaced with references to Article V of the Agreement.

Article 14 of the General Conditions is deleted in its entirety. Any and all references to any paragraph of Article 14 of the General Conditions shall be replaced with references to Article III of the Agreement.

Article 15 of the General Conditions is deleted in its entirety. Any and all references to any paragraph of Article 15 of the General Conditions shall be replaced with references to Article VIII of the Agreement.

Article 16 of the General Conditions is deleted in its entirety. Any and all references to any paragraph of Article 16 of the General Conditions shall be replaced with references to Article IX of the Agreement.

Additionally, the following specific provisions of the General Conditions are amended as set forth below:

SC-2.02 Delete paragraph 2.02(A) in its entirety and insert the following in its place:

Owner shall furnish one (1) printed/hard copy of the drawings and Project Manual which shall be an executed contract set and one set in electronic format (.pdf), if requested.

SC-2.03(A) In the last sentence of 2.03A, change "sixtieth day" to "one hundred eightieth day."

SC-2.03 (B) By submission of a bid, the bidder hereby grants consent that the award and execution period shall be extended from sixty days to one hundred fifty days after the date on which the bids are opened.

SC-4.02(A) Change "Supplementary Conditions" to read "Specific Project Requirements."

SC-4.06(G) Delete paragraph 4.06(G) in its entirety.

SC-5.03(A)(1) The required Certificate of Insurance shall be in a form satisfactory to the Owner (most current version of ACORD 25 or approved equal). If the Contractor fails to procure and maintain any specified and/or required insurance, the Owner shall have the right to procure and maintain the said insurance for and in the name of the Contractor and the Contractor shall pay the cost thereof and shall furnish all necessary information to make effective and maintain such insurance.

SC-5.04(B)(1) Change "Supplementary Conditions" to read "Specific Project Requirements."

SC-5.04(B)(2) The limits of liability for the insurance required by paragraph 5.04(A) of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

All of the limits below may be satisfied with an Umbrella/Excess Liability as needed to increase the Primary Policy to required limits.

5.04(A)(1) and (2) Workers' Compensation, etc., under paragraphs 5.04(A)(1) and 5.04(A)(2) of the General Conditions:

(a)	State	Statutory
(b)	Applicable Federal (e.g., Longshoreman's):	Statutory
(c)	Employer's Liability:	$1,000,000

5.04(A)(3), (4) and (5). Contractor's Liability Insurance under paragraphs 5.04(A)(3) through 5.04(A)(5) of the General Conditions which shall also include completed operations and product liability coverage.

(a) Bodily Injury and Property Damage, Combined Single Limit (CSL) (Except Products and Completed Operations) Property Damage liability insurance will provide Explosion, Collapse, and Underground coverage where applicable.

Each Occurrence	$2,000,000
General Aggregate	$4,000,000

(b) Products and Completed Operations Aggregate $1,000,000

Products and Completed Operations to be maintained for two (2)

years after final payment and Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period.

(c) Personal and Advertising Injury (Per Person/Organization and per occurrence). $1,000,000

(d) Fire Damage $100,000

(e) If the General Liability Policy includes a General Aggregate, such policy shall be endorsed to have the General Aggregate Per Project Aggregate Limit.

5.04(A)(6) Automobile Liability - (Owned, Non-Owned, Hired)
Contractor may provide split limits or combined single limit.

(a) Split Limits:

Bodily Injury,	Each Person:	$2,000,000
	Each Occurrence	$2,000,000
Property Damage,	Each Occurrence	$1,000,000

or

(b) Combined Single Limit

Bodily Injury and Property Damage,		
	Each Occurrence	$2,000,000

SC-5.04(B)(3) Add the following to the end of the paragraph: "to the extent available in the insurance industry with industry standard exclusions and as allowed under the laws and regulations in the State of Ohio;"

SC-5.04(B)(4) Add the following:

Written notice of cancellation for non-payment of premium shall be at least 10 days.

Add the following section:

SC-5.04(C) Unless otherwise stated in Specific Project Requirements, the Contractor shall purchase and provide an "Owner's and Contractor's Protective Policy" with an immediate Effective Date and the Owner listed as the insured (No additional insureds) for the following limits:

Each Occurrence	$1,000,000
General Aggregate	$2,000,000

Add the following section:

SC-5.04(D) Unless otherwise stated in Specific Project Requirements the Contractor shall purchase and maintain during the Contract Time "All Risk Builders' Risk Insurance," and/or "Installation Floater Insurance," and/or "Boiler and Machinery Insurance," and any and all insurance requirements of section GC-5.06 of the General Conditions as applicable for the type of work to be performed upon the Project to the full insurable value thereof for the benefit of the Owner, the Contractor, Subcontractors and Suppliers as their interest may appear. This insurance shall cover the work until final acceptance and final payment by the Owner. This provision shall in no way release the Contractor or Contractor's Surety from obligations under the Contract Documents to fully complete the Project. The original policy(s) shall be filed with the Owner or his designated representative.

SC-5.05 *Owner's Liability Insurance*

See SC-5.04(C) above.

SC-5.06 *Property Insurance*

Unless otherwise stated in Specific Project Requirements, the Contractor, not the Owner, shall purchase and maintain during the Contract Time all property insurance required in section GC-5.06 of the General Conditions and as outlined in SC-5.04(D) above.

Add the following section:

SC-6.02(C) The Contractor shall be responsible for the Owner and/or Engineer's additional inspection and administrative costs for work performed beyond regular working hours as defined in this Section.

SC-6.07(B) Delete paragraph 6.07(B) in its entirety.

SC-6.09 (D) Add the following:
D. The contractor agrees to the requirements of RC 153.59, RC 153.591, and RC 153.60.

Add the following section:

SC-6.10(B) Add the following:

Should the Owner be exempt from Ohio State Sales and Use Taxes on materials and equipment to be incorporated in the Project, the Contractor may obtain a waiver and said taxes shall not be included in the Contract Price.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the work
2. Owner's exemption to Contractor does not apply to construction tools, machinery, equipment, or other property by or leased by Contractor, or to supplies or materials not incorporated into the work.

The Contractor shall withhold and/or pay all consumer, use, property, employment, income and other taxes in accordance with the laws and regulations of the United States, State of Ohio, Owner and other applicable agencies which are applicable during the performance of the work.

SC-6.17 *Shop Drawings and Samples*

Add the following new paragraphs immediately after paragraph 6.17(E):

F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three (3) submittals. Engineer will record Engineer's time for reviewing subsequent materials of shop drawings, samples, or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.

G. In the event that Contractor requests a substitution for a previously approved item, Contractor shall reimburse Owner for Engineer's charges for such time unless the need for such substitution is beyond the control of the Contractor.

SC-7.02 Delete Section 7.02 of the General Conditions in its entirety and insert the following:

SC-7.02(A) The General Construction Contractor shall be referred to and defined as the Construction Coordinator.

SC-7.02(B) Duties of the Construction Coordinator include the following:

1. Scheduling and coordinating the work of the Prime Contractors including submission and periodic updating of project schedule.

2. Establishing and administrating the site safety program and procedures for the project.

3. See that permits are applied for and obtained on a timely basis. Advise the Engineer of any problems related to permit approval.

4. Monitoring compliance with Laws and Regulations.

5. Maintain project site for dust, sedimentation, debris, waste, and general site cleanliness.

6. Coordinate location and use of temporary construction facilities including but not limited to sanitary, water, power, telephone, and parking.

7. Coordinate Owner interface for utility tie-ins/shut downs.

8. Monitor shop drawing submittal and coordination of submittal information between Prime Contractors.

S.C.-9.08 Delete Section 9.08 in its entirety.

SC-10.01 (A) Add the following:
The Owner may request from the Contractor and the Contractor shall provide within ten days of the request, a quote for all ordered changes in the work or work the Owner may be considering to be ordered. The quote shall be a line item, detailed, itemized breakdown of the work.

SC-11.01(A) For purposes of "Cost of the Work" delete Section 11.01(A), (B), and (C) of the General Conditions in their entirety and insert ODOT 109.05, in its place.

SC-13.07(A) In the First sentence of Section 13.07(A) remove "Substantial Completion" and insert "Final Acceptance of the entire project and final payment by the Owner."

SC-13.07(C) Remove 13.07(C) and replace with the following:

All materials and equipment shall be warranted by the respective material supplier or equipment manufacturer until the end of the Contractor's "correction period" (or longer if specified elsewhere in the contract) regardless of date of initial installation or operation of the material or equipment. The cost of such extended warranties as needed from material suppliers or equipment manufacturers to provide warranty coverage until the end of the "correction period" or other period as specified in the contract shall be the responsibility of the prime contractor and shall be assumed to have been included in his bid.

SC-17.01 Delete Section 17.01 in its entirety.

THE CONTRACTOR SHALL FURNISH THE FOLLOWING ITEMS WITHIN 10 DAYS OF NOTIFICATION OF AWARD:

A) **CERTIFICATE OF INSURANCE FOR CONTRACTOR'S PUBLIC LIABILITY INSURANCE POLICY**

B) **CERTIFICATE OF INSURANCE FOR OWNER'S AND CONTRACTOR'S PROTECTIVE POLICY**

C) **CERTIFICATE OF WORKER'S COMPENSATION**

D) **CONTRACT BOND THAT COMPLIES WITH ORC 153.54 AND 153.57**

* D above is not required if a bond complying with ORC 153.54 and 153.571 (rollover bond) was submitted at time of bid.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: M&M Insurance Group, Inc.	
M&M Insurance/McConnell & Associates 2540 New Butler Road Suite 102 New Castle PA 16101	PHONE (A/C, No, Ext): (724) 658-7713	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Erie Insurance Company	26271
INSURER B :	Erie Insurance Exchange	26271
INSURER C :	Erie Insurance Exchange	26271
INSURER D :	Erie Insurance Comp of NY	
INSURER E :	Erie Insurance Company	26271
INSURER F :		

INSURED
Klinginsmith Enterprises, Inc.
Po Box 5135
Conneaut Lake PA 16316-5135

COVERAGES **CERTIFICATE NUMBER:** KLIN24071015551575 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] X C U Included [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			Q61-0241700	12/01/2023	12/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY 			Q12-0140130	12/01/2023	12/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			Q36-0170540	12/01/2023	12/01/2024	EACH OCCURRENCE AGGREGATE 	$ 8,000,000 $ 8,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Q96-5101102	12/01/2023	12/01/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 100,000 $ 100,000 $ 500,000
E	Buiders Risk - Blanket			Q61-0241700	12/01/2023	12/01/2024	Limit Deductible	$800,000 $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: South River Road Waterline Extension Phase 1 - Contract A
Ashtabula County Board of Commissioners & CT Consultants, Inc. are an additional insured on all policies except Workers Compensation, as required by written contract.

CERTIFICATE HOLDER

Ashtabula County Board of Commissioners
25 West Jefferson Street
Jefferson OH 44047

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER M&M Insurance/McConnell & Associates 2540 New Butler Road Suite 102 New Castle PA 16101	**CONTACT NAME:** M&M Insurance Group, Inc. **PHONE (A/C, No, Ext):** (724) 658-7713 **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Ashtabula County Board of Commissioners c/o Klinginsmith Enterprises Po Box 5135 Conneaut Lake PA 16316-5135	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Erie Insurance Exchange **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☒ OCP GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			Q31-0900862	07/09/2024	07/09/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $1,000,000 $ $ $ $ $2,000,000 $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: South River Road Waterline Extension Phase 1 - Contract A

CERTIFICATE HOLDER

Ashtabula County Board of Commissioners
25 West Jefferson Street
Jefferson OH 44047

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
80057132

Klinginsmith Enterprises Inc
PO BOX 5135
CONNEAUT LAKE PA 16316-5135

Period Specified Below
07/01/2024 to 07/01/2025

www.bwc.ohio.gov
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

Bureau of Workers' Compensation

You must post this language with the Certificate of Ohio Workers' Compensation.

MEADVILLE MEDICAL CENTER
MEADVILLE WORKPLACE HEALTH

Thomas Mitchell, MD
11277 Vernon Place
Meadville, PA 16335
Phone: 814-333-5503
Fax: 814-373-6925

April 22, 2021

To Whom It May Concern,

This letter is to serve notice that on 04/21/2021 I was approached by Alyssa Ferguson, doing business as Klinginsmith Enterprises Inc., and asked by Alyssa to join our DOT random drug screen consortium. I explained to Alyssa that Klinginsmith Enterprises Inc. would be added to the program and will be included in the third quarter picks for the period that begins July 1, 2021.

We also discussed a workplace drug screen program for all employees. It will include pre-employment urine drug screens for all new hires, along with post-accident, reasonable suspicion/for cause, and return to duty and follow up drug testing as needed. We will use our MRO, Dr. Edward McVay of St. Vincent Occupational Health in Erie, PA, to review and sign off all urine drug screens. All urine drug screens are sent to MedTox Laboratories, which is a SAMHSA certified lab.

If you have any questions, please feel free to contact me.

Thank you,

Watson, RN

Eileen Watson, RN/ Program Manager
Meadville Workplace Health
11277 Vernon Place
Meadville, PA 16335
814-333-5503

DELINQUENT PERSONAL PROPERTY STATEMENT

Klinginsmith Enterprises, Inc., having been awarded a contract by the Ashtabula County Board of Commissioners, Ohio, hereby affirms under oath, pursuant to Ohio Revised Code Section 5719.042, that at the time the bid was submitted, my company **was** / **was not** charged with delinquent personal property taxes on the General Tax List of Personal Property for Ashtabula County, Ohio.

If such charge for delinquent personal property tax exists on the General Tax List of Personal Property for Ashtabula County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest shall be set forth below.

A copy of this statement shall be transmitted by the Taxing District's Fiscal Officer to the County Treasurer within thirty days of the date it is submitted. A copy of this statement shall also be incorporated into the Contract made between Ashtabula County Board of Commissioners, Ohio, and Klinginsmith Enterprises, Inc., and no payment shall be made with respect to any Contract unless such statement has been so incorporated as a part thereof.

Delinquent Personal Property Tax	$ 0
Penalties	$
Interest	$

KLINGINSMITH ENTERPRISES, INC.

Daniel Dawson

Daniel Dawson, Vice President

AFFIDAVIT

OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13

STATE OF ~~OHIO~~ Pennsylvania

COUNTY OF Crawford

Daniel Dawson being duly sworn deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of Klingensmith Enterprises ("the Contracting Party").

2. The Contracting Party is a/an (select one):

   ☐ Individual, partnership, or other unincorporated business association (including without limitation, a professional association organized under Ohio Revised Code Chapter 1787), estate, or trust

   ☑ Corporation organized and existing under the laws of the State of PA

   ☐ Labor organization

3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C. 3517.13(I) (with respect to non-corporate entities and labor organizations) or R.C. 3517.13(J) (with respect to corporations) are in full compliance with the political contribution limitations set forth in R.C. 3517.13(I) and (J), as applicable.

4. I understand that a false representation on this certification will incur penalties pursuant to 3517.992(R).

Affiant further sayeth naught.

By: Daniel Dawson

Title: Vice President

SWORN TO BEFORE ME and subscribed in my presence this 11th day of July, 2024.

Alyssa Ferguson
Notary Public

Commonwealth of Pennsylvania - Notary Seal
Alyssa Ferguson, Notary Public
Crawford County
My commission expires March 8, 2025
Commission number 1275214
Member, Pennsylvania Association of Notaries

My commission expires: March 8, 2025

AGREEMENT FOR ESCROW ACCOUNT

(1) This agreement is entered into between ASHTABULA COUNTY COMMISSIONERS, and KLINGINSMITH ENTERPRISES, INC., contractor for the SOUTH RIVER ROAD WATERLINE EXTENSION PHASE 1 – Contract A.

Funds due for the payment in the amount of $24,823.74, which is 8% of 50% of the total work to be completed under the contract, shall be deposited in a savings account in Andover Bank, 150 North Chestnut Street, P.O. Box 405, Jefferson, Ohio 44047, who shall be the Escrow Agent. The account shall be in the name of Ashtabula County Commissioners and Klinginsmith Enterprises, Inc., Contractor. Said funds are to be deposited upon a receipt of an approved application for payment showing the amount due for payment and the amount to be retained.

The savings account shall earn interest at the current passbook rate. There are no escrow fees to be charged.

The Escrow Agent shall hold the escrowed principal and interest until the receipt of notice from the state or county and contractor that the project is substantially completed and occupied, or in use, or has been accepted; or until receipt of an arbitration order or an order of the court of claims specifying the amount of the escrow to be released and the person to whom it is to be released. Upon receipt of the notice or order, the agent shall promptly release the retained principal and interest and pay it to the contractor. A notice releasing said retained principal and interest will be issued to the Escrow Agent by the County and the Contractor.

ASHTABULA COUNTY COMMISSIONERS

Not Applicable – Contractor Signed Escrow Waiver

_____ _____

Kathryn L. Whittington, President Witness

_____

J.P. Ducro IV, Vice President

_____

Casey R. Kozlowski

KLINGINSMITH ENTERPRISES, INC.

Not Applicable – Contractor Signed Escrow Waiver

_____ _____

Daniel Dawson, Vice President Witness

_____

Date

ESCROW WAIVER

In accordance with a certain Contract between the Ashtabula County Board of Commissioners, Ohio, (hereinafter referred to as "the Owner") and Klinginsmith Enterprises, Inc., (hereinafter referred to as "the Contractor") it is mutually agreed by and between the parties hereto that because of the short-term duration of the within contract, no escrow account will be established pursuant to Sections 153.13, 153.14 and 153.63 of the Ohio Revised Code nor shall any interest be paid on any retainage.

KLINGINSMITH ENTERPRISES, INC.

Daniel Dawson, Vice President

ASHTABULA COUNTY BOARD OF COMMISSIONERS

Kathryn L. Whittington, President

Witness

J.P. Ducro IV, Vice President

Casey R. Kozlowski

NOTICE TO PROCEED

Project: South River Road Waterline Extension Phase 1 – Contract A

Owner: Ashtabula County Board of Commissioners
25 West Jefferson Street, Bldg. E
Jefferson, Ohio 44047

To: Klinginsmith Enterprises, Inc.
P.O. Box 5135, 12984 Sportsman Road
Conneaut Lake, Pennsylvania 16316

Date: _____

You are hereby notified to commence work in accordance with the Contract. All work shall be completed by December 31, 2024.

ASHTABULA COUNTY BOARD OF COMMISSIONERS

_____
Kathryn L. Whittington, President

REV. 01/22

THE OWNER OR THEIR AUTHORIZED REPRESENTATIVE SHALL INSERT THE FOLLOWING CONTRACT DOCUMENTATION IN THE EXECUTED CONTRACT:

A) FINDINGS FOR RECOVERY – ORC 9.24
(http://ffr.ohioauditor.gov/)

B1) CHECK FOR DEBARRED CONTRACTORS IN THE STATE OF OHIO
(https://www.sos.state.oh.us/records/debarred-contractors/)

B2) CHECK FEDERAL SAM (System for Award Management) for FEDERAL FUNDING (including sub-contractors), (if applicable)
(https://www.sam.gov/SAM/)

C) NOTIFICATION OF SURETY AND AGENT OF CONSTRUCTION CONTRACT AWARD – ORC 9.32 (if applicable)

D) NOTIFICATION TO UTILITY COMPANIES OF COMMENCEMENT OF CONTRACT EXECUTION – ORC 153.64 (if applicable)

REV. 01/21

Keith Faber
Ohio Auditor

Certified Search for Unresolved Findings for Recovery

OHIO AUDITOR OF STATE
KEITH FABER

Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

(614) 466-4514
(800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: **Dawson, Daniel**
Organization: **Klinginsmith Enterprises, Inc.**
Date: **5/10/2024 12:16:25 PM**

This search produced the following list of **14** possible matches:

Name/Organization	Address
Burns, Daniel	9709 Sheffield Road
Faust, Daniel	27350 Tiller Drive
Faust, Daniel	27350 Tiller Drive
Lumpkin, Danielle	5609 Harleston Drive
Manbeck, Danielle	412 North Main Street
Thomas, Daniel	
Turner, Danielle A	3607 Cleveland Avenue, Apartment A7
Dawkins, Henry	7521 Ross Ave.
Franklin, Ralph	15262 State Route 7 South
Franklinton Preparatory Academy	4721 Reading Rd.
Love, Danita	20609 Selfridge Parkway
Mosti, Danny	
Mynatt, Dana	
Strickling, Vivian	11755 Norbourne Dr., Apt. 1001

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

Date Filed in Office	Debarment Period	Contractors, Subcontractors, & Officers	Address	Regarding Project	Case Number
1/12/2017	7/12/16-7/12/18	GM Mechanical, Inc.	7502 State Route 41 PO Box 12 Covington, OH 45318	Ohio State University Kennedy Commons Renovation	Franklin County C.P. Court No. 12 CV 002988
1/12/2017	7/12/16-7/12/18	CM Mechanical Services, Ltd.	7502 State Route 41 PO Box 12 Covington, OH 45318	Ohio State University Kennedy Commons Renovation	Franklin County C.P. Court No. 12 CV 002988
1/12/2017	7/12/16-7/12/18	Gerald E. Miller	7502 State Route 41 PO Box 12 Covington, OH 45318	Ohio State University Kennedy Commons Renovation	United States District Court, S.D. Ohio No. 2:15-cv-2631
1/12/2017	7/12/16-7/12/18	Cleide F. Miller a/k/a Clayge Miller	7502 State Route 41 PO Box 12 Covington, OH 45318	Ohio State University Kennedy Commons Renovation	United States District Court, S.D. Ohio No. 2:15-cv-2631

Ohio Administrative Services

State of Ohio Debarment List

tate agencies given the authority to debar suppliers by the Ohio Revised Code (R.C.) are the Ohio Facilities Construction Commission (OFCC), the Ohio Department of ransportation (ODOT), the Department of Administrative Services (DAS), and the Ohio Secretary of State. Respectively, debarment authority is given to these agencies by R.C. 53.02, 5513.06, 125.25. The reasons for debarment are also prescribed by these statutes.

, debarred supplier cannot participate (i.e., do any work in any capacity) in any State agency contracts until the debarment period expires. Neither the Ohio Revised Code nor the hio Administrative Code (OAC) establish prescribed debarment periods. Instead, these are determined on a case-by-case basis.

Vhen conducting procurements, State agencies are required to use the Statewide Debarment List. For agencies using OhioBuys, suppliers' profiles can be referenced to determine ıeir debarment status, plus systematic controls are in place preventing debarred vendors from doing business with State agencies. Additionally, agencies must use the Ohio ecretary of State's Debarred Contractors List and the United States General Services Administration's System for Award Management (SAM) list of federally debarred suppliers. Stat gencies are prohibited from awarding contracts, funded in whole or in part with state and/or federal funds, to any person or company on any of these lists.

Pollard Land Services, Inc.

Show 25 entries

Vendor	Vendor ID	Address	Start Date	End Date	Debarred By
No matching records found					

howing 0 to 0 of 0 entries (filtered from 33 total entries)

Previous Next

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Important Reps and Certs Update Show Details
Mar 1, 2024

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Entity Information

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Filter By

Keyword Search

For more information on how to use our keyword search, visit our help guide

Simple Search Search Editor

Any Words
All Words
Exact Phrase

e.g. 123456789, Smith Corp

"Klinginsmith Enterprises, Inc." ×

Classification
Excluded Individual
Excluded Entity
Federal Organizations
Exclusion Type
Exclusion Program
Location
Dates

Reset

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WARNING

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SAM.gov
An official website of the U.S. General Services Administration

July 9, 2024

Pennsylvania National Mutual Casualty Insurance Company
2 N. Second Street
Harrisburg, PA 17101

Re: ***South River Road Waterline Extension Phase 1***
Contract A
Ashtabula County Board of Commissioners
Klinginsmith Enterprises, Inc.

To Whom It May Concern:

In compliance with Ohio Revised Code Section 9.32, we are hereby notifying you on behalf of the Ashtabula County Board of Commissioners that the Ashtabula County Board of Commissioners awarded a contract for the above referenced project to Klinginsmith Enterprises, Inc., currently named as principal on a Bond given as surety to the Ashtabula County Board of Commissioners.

Should you have any questions or require additional information, please feel free to contact our office.

Respectfully,

CT CONSULTANTS, INC.

Georgia Conway, P.E.
Project Manager

GBC:mep

cc: Russell W. Gibson, Penn Western Bonding, LLC

H:\2022\220544\SPEC\Contract Forms\Contract A - South River - Klinginsmith\Contract Letters.Docx

Michael Pittenger

From: Michael Pittenger
Sent: Tuesday, July 9, 2024 3:39 PM
To: jmzassick@firstenergycorp.com; Relocation@dominionenergy.com; bog11 @windstream.net; barrmbarr1@hotmail.com; jon.hobby@windstream.com; 'david.detore@charter.com'; DL-Great-Lakes-NEO-Akron-Construction-Long-Team; 'pumped8@gmail.com'; Geneva - David Gilbert (waterworks@genevaohio.com)
Subject: Construction Project Commencement - South River Rd & Bishop Rd Waterlines
Attachments: Utility email - South River Rd.pdf; Utility email - Bishop Rd.pdf; 011100 - SUMMARY OF WORK.pdf; Bidders List Report.pdf

Please see attached Notice of Construction Project Commencement for two Ashtabula County Projects.

Plans & Specs can be reviewed on our website at https://bids.ctconsultants.com - Opened & Awarded tab

Thank You,

Michael E. Pittenger
Contract Document Coordinator
C: 440-487-6148 | **O:** 440-530-2205
8150 Sterling Court, Mentor, OH 44060

consultants
engineers • architects • planners
A Verdantas Company

Frank LaRose
Ohio Secretary of State

Mon May 13 2024

Entity#:	4616249
Filing Type:	FOREIGN CORPORATION
Original Filing Date:	02/11/2021
Location:	--
Business Name:	KLINGINSMITH ENTERPRISES INC.
Status:	Active
Exp. Date:	-

Agent/Registrant Information

DANIEL DAWSON
719 BUFFALO STREET
CONNEAUT OH 44030
02/11/2021
Active

Filings

Filing Type	Date of Filing	Document ID
FOREIGN LICENSE/FOR-PROFIT	02/11/2021	202104202262

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF SECRETARY OF STATE

I, Frank LaRose, Secretary of State of the State of Ohio, do hereby certify that this is a list of all records approved on this business entity and in the custody of the Secretary of State.

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 13th of May, A.D. 2024

Ohio Secretary of State

DOC ID ----> 202104202262

DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
02/11/2021	202104202262	FOREIGN FOR PROFIT CORPORATION - LICENSE (FLF)	99.00	200.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

KLINGINSMITH ENTERPRISES INC.
12984 SPORTSMAN ROAD
PO BOX 5135
CONNEAUT LAKE, PA 16316

STATE OF OHIO
CERTIFICATE

Ohio Secretary of State, Frank LaRose

4616249

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

KLINGINSMITH ENTERPRISES INC.

and, that said business records show the filing and recording of:

Document(s)	Document No(s):
FOREIGN FOR PROFIT CORPORATION - LICENSE	**202104202262**
Effective Date: 02/11/2021	

Authorization to transact business in Ohio is hereby given, until surrender, expiration or cancellation of this license.

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 11th day of February, A.D. 2021.

Ohio Secretary of State

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE[1] subcontractor's[2] 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 S. River Rd Waterline Extension & Bishop Rd Waterline
Bid/ Proposal No. 220544	Assistance Agreement ID No. (if known)	Point of Contact
Address		
Telephone No.	Email Address	
Prime Contractor Name Klinginsmith Enterprises, Inc.	Issuing/Funding Entity: WSRLA	

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
	Not Applicable	

DBE Certified By: ○ ODOT ○ DAS/EDGE ○ Other: _____	Meets/ exceeds EPA certification standards? ○ YES ○ NO ○ Unknown

Check Which One Applies: _____ MBE _____ WBE (Include MBE/WBE Certificates, No DBE Certs)

[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.

FORM 6100-3 (DBE Subcontractor Performance Form)

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**
Dan Dawson	Dan Dawson
Title	**Date**
Estimator/VP	

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 DBE[1] subcontractors[2] 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
Klinginsmith Enterprises, Inc.		S. River Rd Waterline Extension & Bishop Rd Waterline
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
220544		Dan Dawson, Estimator/VP
Address		
12984 Sportsman Road, Conneaut Lake, PA 16316		
Telephone No.	Email Address	
(814) 382-2377	dandawson59@outlook.com	
Issuing/Funding Entity:		
WSRLA		

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?**
	Not Applicable		

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.

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**
	Dan Dawson
Title	**Date**
Estimator/VP	

AMERICAN IRON AND STEEL ACKNOWLEDGEMENT

The Contractor acknowledges to and for the benefit of the Ashtabula County Commissioners ("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 Contactor 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.

Dan Dawson — 05/31/2024

Signature — Date

Dan Dawson, Estimator/VP

Name and Title of Authorized Signatory, Please Print or Type

Klinginsmith Enterprises, Inc.

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.

PROJECT: SEPARATE CONTRACTS
Contract A – South River Road Waterline Extension Phase 1
and Contract B – Bishop Road Waterline Phase
OWNER: Ashtabula County Board of Commissioners
PROJECT NO.: 220544
BID OPENING: May 9, 2024

BID SUMMARY

	BIDDER	Contract A South River Road	Contract A - Alternate South River Road *Broadband Conduit*	Contract A - Base & Alt	Contract B Bishop Road	Contract B - Alternate South River Road *Broadband Conduit*	Contract B - Base & Alt
1	Pollard Land Services, Inc.	$692,953.00	$60,000.00	$752,953.00	**$385,817.00**	$25,000.00	**$410,817.00**
2	J. Severino Construction, Inc.	$676,463.86	$42,815.17	**$719,279.03**	$472,104.92	$17,276.48	$489,381.40
3	Klinginsmith Construction Co.	**$620,593.55**	$144,000.00	$764,593.55	$406,625.00	$57,000.00	$463,625.00
4	Rudzik Excavating, Inc.	$753,110.00	$107,810.00	$860,920.00	$471,110.00	$48,270.00	$519,380.00
5	Union Industrial Contractors, Inc.	$824,138.50	$56,500.00	$880,638.50	$531,475.00	$24,500.00	$555,975.00
6	Chivers Construction Co., Inc.	$814,622.00	$81,533.00	$896,155.00	$516,762.00	$31,820.00	$548,582.00
7	Trax Construction Co.	$894,549.00	$69,116.00	$963,665.00	$534,928.00	$29,235.00	$564,163.00
8	S.E.T., Inc.	$953,801.75	$117,235.00	$1,071,036.75	$565,557.00	$45,619.00	$611,176.00
9	Hallmark Excavating, Inc.	$989,134.85	$130,000.00	$1,119,134.85	$574,483.75	$62,500.00	$636,983.75
10	J.S. Bova Excavating	$1,036,140.19	$174,342.50	$1,210,482.69	$588,058.86	$120,768.00	$708,826.86
Opinion of Probable Construction Cost:				$1,400,000.00			$700,000.00

Separate Contracts A & B - Base Bids Only	$1,006,410.55 Klinginsmith & Pollard	$1,027,218.55	Combined Contracts - Klinginsmith
Separate Contracts A & B - Base & Alternates	$1,130,096.03 Severino & Pollard	$1,163,770.00	Combined Contracts - Pollard

South River Road Water Line Extension
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract A - S. River Road
Project No. 220544

LIST OF BIDDERS

BIDDER

1 Klinginsmith Construction Co.
Sportsmen Rd.
PO Box 5135
Conneaut, PA 16316
Phone number: (814) 382-4818

2 J. Severino Construction, Inc.
937 W. 52nd Street
Ashtabula, OH 44004
Phone number: (440) 992-4274

3 Pollard Land Services, Inc.
8150 Franklin Road
Girard, PA 16417
Phone number: (814) 474-1107

4 Rudzik Excavating, Inc.
401 Lowellville Road
PO 206
Struthers, OH 44471
Phone number: (330) 755-1540

5 Chivers Construction Co., Inc.
6700 Tow Road
Fairview, PA 16415
Phone number: (814) 474-2637

6 Union Industrial Contractors, Inc.
1800 East 21st Street
PO Box 1718
Ashtabula, OH 440051718
Phone number: (440) 998-7871

7 Trax Construction Co.
30701 Euclid Avenue
Wickliffe, OH 44092
Phone number: (440) 585-1439

8 S.E.T. Inc.
235 East Water Street, Suite C
Lowellville, OH 444361273
Phone number: (330) 536-6724

South River Road Water Line Extension
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract A - S. River Road
Project No. 220544

LIST OF BIDDERS

BIDDER

9 Hallmark Excavating, Inc.
482 Blackbrook Rd.
Painesville, OH 44077
Phone number: (440) 352-3138

10 J. S. Bova Excavating
235 State Street
Struthers, OH 44471
Phone number: (234) 254-4040

South River Road Water Line Extension
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract A - S. River Road
Project No. 220544

LIST OF TOTALS

NOTE: Bidders Informal Totals appear if different than bid tab calculated total.

	Name	Calculated Total	Bidder's Informal Totals
1.	Klinginsmith Construction Co.	$620,593.55	
2.	J. Severino Construction, Inc.	$676,463.86	
3.	Pollard Land Services, Inc.	$692,953.00	
4.	Rudzik Excavating, Inc.	$753,110.00	
5.	Chivers Construction Co., Inc.	$819,622.00	
6.	Union Industrial Contractors, Inc.	$825,138.50	
7.	Trax Construction Co.	$894,549.00	
8.	S.E.T. Inc.	$953,801.75	$954,515.00
9.	Hallmark Excavating, Inc.	$999,134.85	
10.	J. S. Bova Excavating	$1,036,140.19	

South River Road Water Line Extension
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract A - S. River Road
Project No. 220544

LIST OF ALL ITEMS

NOTE: Bidders Informal unit price or item total appear if different than bid tab calculated price.

Bidders	Labor	Material	Calculated Unit Price	Bidder's Informal Unit Price	Calculated Line Item Total	Bidder's Informal Line Item Total
1. 1.00 LS OF (SPC) PRECONSTRUCTION VIDEO DOCUMENTATION						
Klinginsmith Construction Co.	$1,000.00	$0.00	$1,000.00		$1,000.00	
J. Severino Construction, Inc.	$2,230.50	$0.00	$2,230.50		$2,230.50	
Pollard Land Services, Inc.	$2,450.00	$50.00	$2,500.00		$2,500.00	
Rudzik Excavating, Inc.	$250.00	$250.00	$500.00		$500.00	
Chivers Construction Co., Inc.	$910.00	$150.00	$1,060.00		$1,060.00	
Union Industrial Contractors, Inc.	$750.00	$0.00	$750.00		$750.00	
Trax Construction Co.	$3,619.00	$0.00	$3,619.00		$3,619.00	
S.E.T. Inc.	$1,900.00	$0.00	$1,900.00		$1,900.00	
Hallmark Excavating, Inc.	$500.00	$450.00	$950.00		$950.00	
J. S. Bova Excavating	$500.00	$0.00	$500.00		$500.00	
2. 1.00 LS OF (SPC) BONDS AND INSURANCES, AS PER PLAN						
Klinginsmith Construction Co.	$25,000.00	$0.00	$25,000.00		$25,000.00	
J. Severino Construction, Inc.	$15,445.00	$0.00	$15,445.00		$15,445.00	
Pollard Land Services, Inc.	$16,000.00	$0.00	$16,000.00		$16,000.00	
Rudzik Excavating, Inc.	$875.00	$7,000.00	$7,875.00		$7,875.00	
Chivers Construction Co., Inc.	$20,993.00	$0.00	$20,993.00		$20,993.00	
Union Industrial Contractors, Inc.	$10,000.00	$0.00	$10,000.00		$10,000.00	
Trax Construction Co.	$0.00	$9,928.00	$9,928.00		$9,928.00	
S.E.T. Inc.	$11,105.00	$0.00	$11,105.00		$11,105.00	
Hallmark Excavating, Inc.	$2,800.00	$25,000.00	$27,800.00		$27,800.00	
J. S. Bova Excavating	$0.00	$28,525.00	$28,525.00		$28,525.00	
3. 1.00 LS OF (201) CLEARING AND GRUBBING						
Klinginsmith Construction Co.	$1,000.00	$0.00	$1,000.00		$1,000.00	
J. Severino Construction, Inc.	$8,364.38	$0.00	$8,364.38		$8,364.38	
Pollard Land Services, Inc.	$2,000.00	$0.00	$2,000.00		$2,000.00	
Rudzik Excavating, Inc.	$2,000.00	$2,000.00	$4,000.00		$4,000.00	
Chivers Construction Co., Inc.	$925.00	$50.00	$975.00		$975.00	
Union Industrial Contractors, Inc.	$750.00	$0.00	$750.00		$750.00	
Trax Construction Co.	$5,126.00	$0.00	$5,126.00		$5,126.00	
S.E.T. Inc.	$1,000.00	$0.00	$1,000.00		$1,000.00	
Hallmark Excavating, Inc.	$15,000.00	$0.00	$15,000.00		$15,000.00	
J. S. Bova Excavating	$550.00	$0.00	$550.00		$550.00	

South River Road Water Line Extension
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract A - S. River Road
Project No. 220544

LIST OF ALL ITEMS

NOTE: Bidders Informal unit price or item total appear if different than bid tab calculated price.

Bidders	Labor	Material	Calculated Unit Price	Bidder's Informal Unit Price	Calculated Line Item Total	Bidder's Informal Line Item Total
4. 388.00 SY OF (SPC) TYPE "C" PAVEMENT REPLACEMENT (ASPHALT), ROADWAY, AS PER PLAN						
Klinginsmith Construction Co.	$100.00	$100.00	$200.00		$77,600.00	
J. Severino Construction, Inc.	$1.30	$1.29	$2.59		$1,004.92	
Pollard Land Services, Inc.	$40.00	$35.00	$75.00		$29,100.00	
Rudzik Excavating, Inc.	$40.00	$42.00	$82.00		$31,816.00	
Chivers Construction Co., Inc.	$86.00	$35.00	$121.00		$46,948.00	
Union Industrial Contractors, Inc.	$40.00	$35.00	$75.00		$29,100.00	
Trax Construction Co.	$27.00	$55.00	$82.00		$31,816.00	
S.E.T. Inc.	$77.99	$37.89	$115.88		$44,961.44	
Hallmark Excavating, Inc.	$45.00	$45.00	$90.00		$34,920.00	
J. S. Bova Excavating	$103.10	$54.12	$157.22		$61,001.36	
5. 1.00 LS OF (614) MAINTAINING TRAFFIC						
Klinginsmith Construction Co.	$5,000.00	$0.00	$5,000.00		$5,000.00	
J. Severino Construction, Inc.	$11,152.51	$0.00	$11,152.51		$11,152.51	
Pollard Land Services, Inc.	$13,000.00	$0.00	$13,000.00		$13,000.00	
Rudzik Excavating, Inc.	$2,500.00	$2,500.00	$5,000.00		$5,000.00	
Chivers Construction Co., Inc.	$11,034.00	$680.00	$11,714.00		$11,714.00	
Union Industrial Contractors, Inc.	$4,500.00	$500.00	$5,000.00		$5,000.00	
Trax Construction Co.	$32,619.75	$0.00	$32,619.75		$32,619.75	
S.E.T. Inc.	$90,630.60	$0.00	$90,630.60		$90,630.60	
Hallmark Excavating, Inc.	$24,000.00	$20,900.00	$44,900.00		$44,900.00	
J. S. Bova Excavating	$5,000.00	$2,100.00	$7,100.00		$7,100.00	
6. 1.00 LS OF (624) MOBILIZATION						
Klinginsmith Construction Co.	$2,500.00	$0.00	$2,500.00		$2,500.00	
J. Severino Construction, Inc.	$22,002.58	$0.00	$22,002.58		$22,002.58	
Pollard Land Services, Inc.	$7,500.00	$0.00	$7,500.00		$7,500.00	
Rudzik Excavating, Inc.	$9,500.00	$2,000.00	$11,500.00		$11,500.00	
Chivers Construction Co., Inc.	$46,212.00	$540.00	$46,752.00		$46,752.00	
Union Industrial Contractors, Inc.	$43,000.00	$10,000.00	$53,000.00		$53,000.00	
Trax Construction Co.	$33,549.00	$0.00	$33,549.00		$33,549.00	
S.E.T. Inc.	$42,388.00	$0.00	$42,388.00		$42,388.00	
Hallmark Excavating, Inc.	$15,000.00	$0.00	$15,000.00		$15,000.00	
J. S. Bova Excavating	$36,218.00	$355.00	$36,573.00		$36,573.00	

South River Road Water Line Extension
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract A - S. River Road
Project No. 220544

LIST OF ALL ITEMS

NOTE: Bidders Informal unit price or item total appear if different than bid tab calculated price.

Bidders	Labor	Material	Calculated Unit Price	Bidder's Informal Unit Price	Calculated Line Item Total	Bidder's Informal Line Item Total
7. 1.00 EACH OF (638) CONNECT NEW WATER MAIN TO EXISTING WATER MAIN, AS PER PLAN						
Klinginsmith Construction Co.	$19,680.00	$8,000.00	$27,680.00		$27,680.00	
J. Severino Construction, Inc.	$1,658.63	$1,658.63	$3,317.26		$3,317.26	
Pollard Land Services, Inc.	$250.00	$250.00	$500.00		$500.00	
Rudzik Excavating, Inc.	$1,500.00	$430.50	$1,930.50		$1,930.50	
Chivers Construction Co., Inc.	$2,745.00	$347.00	$3,092.00		$3,092.00	
Union Industrial Contractors, Inc.	$1,000.00	$1,250.00	$2,250.00		$2,250.00	
Trax Construction Co.	$2,406.00	$2,619.00	$5,025.00		$5,025.00	
S.E.T. Inc.	$1,000.00	$525.00	$1,525.00		$1,525.00	
Hallmark Excavating, Inc.	$7,500.00	$2,250.00	$9,750.00		$9,750.00	
J. S. Bova Excavating	$2,000.00	$480.90	$2,480.90		$2,480.90	
8. 7,925.00 FT OF (638) 8 INCH WATER MAIN POLYVINYL CHLORIDE PIPE AND FITTINGS, AWWA C909 PVCO, AS PER PLAN						
Klinginsmith Construction Co.	$17.50	$27.45	$44.95		$356,228.75	
J. Severino Construction, Inc.	$28.71	$28.71	$57.42		$455,053.50	
Pollard Land Services, Inc.	$35.00	$30.00	$65.00		$515,125.00	
Rudzik Excavating, Inc.	$29.21	$43.51	$72.72		$576,306.00	
Chivers Construction Co., Inc.	$22.00	$48.00	$70.00		$554,750.00	
Union Industrial Contractors, Inc.	$45.00	$30.50	$75.50		$598,337.50	
Trax Construction Co.	$42.00	$39.25	$81.25		$643,906.25	
S.E.T. Inc.	$35.49	$38.23	$73.72	$73.81	$584,231.00	$584,944.25
Hallmark Excavating, Inc.	$53.50	$37.25	$90.75		$719,193.75	
J. S. Bova Excavating	$53.04	$44.97	$98.01		$776,729.25	
9. 1.00 EACH OF (638) CORP STOP AND SADDLE, AS PER PLAN						
Klinginsmith Construction Co.	$500.00	$500.00	$1,000.00		$1,000.00	
J. Severino Construction, Inc.	$315.09	$315.09	$630.18		$630.18	
Pollard Land Services, Inc.	$200.00	$300.00	$500.00		$500.00	
Rudzik Excavating, Inc.	$500.00	$188.53	$688.53		$688.53	
Chivers Construction Co., Inc.	$3,036.00	$3,214.00	$6,250.00		$6,250.00	
Union Industrial Contractors, Inc.	$500.00	$2,000.00	$2,500.00		$2,500.00	
Trax Construction Co.	$777.00	$555.00	$1,332.00		$1,332.00	
S.E.T. Inc.	$200.00	$210.00	$410.00		$410.00	
Hallmark Excavating, Inc.	$930.00	$250.00	$1,180.00		$1,180.00	
J. S. Bova Excavating	$250.00	$188.53	$438.53		$438.53	

South River Road Water Line Extension
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract A - S. River Road
Project No. 220544

LIST OF ALL ITEMS

NOTE: Bidders Informal unit price or item total appear if different than bid tab calculated price.

Bidders	Labor	Material	Calculated Unit Price	Bidder's Informal Unit Price	Calculated Line Item Total	Bidder's Informal Line Item Total
10. 5.00 EACH OF (638) 8 INCH GATE VALVE AND VALVE BOX						
Klinginsmith Construction Co.	$350.00	$2,450.00	$2,800.00		$14,000.00	
J. Severino Construction, Inc.	$1,638.39	$1,638.38	$3,276.77		$16,383.85	
Pollard Land Services, Inc.	$1,000.00	$2,000.00	$3,000.00		$15,000.00	
Rudzik Excavating, Inc.	$400.00	$1,939.09	$2,339.09		$11,695.45	
Chivers Construction Co., Inc.	$342.00	$1,822.00	$2,164.00		$10,820.00	
Union Industrial Contractors, Inc.	$1,000.00	$3,100.00	$4,100.00		$20,500.00	
Trax Construction Co.	$3,554.00	$1,206.00	$4,760.00		$23,800.00	
S.E.T. Inc.	$300.00	$2,110.50	$2,410.50		$12,052.50	
Hallmark Excavating, Inc.	$730.00	$2,271.00	$3,001.00		$15,005.00	
J. S. Bova Excavating	$400.00	$2,362.27	$2,762.27		$13,811.35	
11. 1.00 EACH OF (638) 6 INCH FIRE HYDRANT ASSEMBLY, INCLUDING 6 INCH VALVE AND VALVE BOX, TYPE A, AS PER PLAN						
Klinginsmith Construction Co.	$500.00	$8,000.00	$8,500.00		$8,500.00	
J. Severino Construction, Inc.	$4,310.77	$4,310.77	$8,621.54		$8,621.54	
Pollard Land Services, Inc.	$1,500.00	$6,300.00	$7,800.00		$7,800.00	
Rudzik Excavating, Inc.	$1,800.00	$7,717.70	$9,517.70		$9,517.70	
Chivers Construction Co., Inc.	$1,258.00	$5,904.00	$7,162.00		$7,162.00	
Union Industrial Contractors, Inc.	$2,200.00	$5,500.00	$7,700.00		$7,700.00	
Trax Construction Co.	$5,997.00	$2,422.00	$8,419.00		$8,419.00	
S.E.T. Inc.	$1,500.00	$5,958.75	$7,458.75		$7,458.75	
Hallmark Excavating, Inc.	$950.00	$6,892.00	$7,842.00		$7,842.00	
J. S. Bova Excavating	$3,000.00	$6,815.24	$9,815.24		$9,815.24	
12. 8.00 EACH OF (638) 6 INCH FIRE HYDRANT ASSEMBLY, INCLUDING 6 INCH VALVE AND VALVE BOX, TYPE B, AS PER PLAN						
Klinginsmith Construction Co.	$500.00	$7,500.00	$8,000.00		$64,000.00	
J. Severino Construction, Inc.	$4,295.40	$4,295.39	$8,590.79		$68,726.32	
Pollard Land Services, Inc.	$1,500.00	$6,000.00	$7,500.00		$60,000.00	
Rudzik Excavating, Inc.	$1,700.00	$7,112.30	$8,812.30		$70,498.40	
Chivers Construction Co., Inc.	$1,258.00	$5,904.00	$7,162.00		$57,296.00	
Union Industrial Contractors, Inc.	$2,200.00	$5,500.00	$7,700.00		$61,600.00	
Trax Construction Co.	$5,997.00	$2,555.00	$8,552.00		$68,416.00	
S.E.T. Inc.	$1,200.00	$6,276.38	$7,476.38		$59,811.04	
Hallmark Excavating, Inc.	$950.00	$7,166.00	$8,116.00		$64,928.00	
J. S. Bova Excavating	$3,200.00	$6,994.58	$10,194.58		$81,556.64	

South River Road Water Line Extension
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract A - S. River Road
Project No. 220544

LIST OF ALL ITEMS

NOTE: Bidders Informal unit price or item total appear if different than bid tab calculated price.

Bidders	Labor	Material	Calculated Unit Price	Bidder's Informal Unit Price	Calculated Line Item Total	Bidder's Informal Line Item Total
13. 5,482.00 SY OF (659) SEEDING AND MULCHING						
Klinginsmith Construction Co.	$5.50	$0.90	$6.40		$35,084.80	
J. Severino Construction, Inc.	$5.28	$5.27	$10.55		$57,835.10	
Pollard Land Services, Inc.	$2.00	$2.00	$4.00		$21,928.00	
Rudzik Excavating, Inc.	$1.70	$0.79	$2.49		$13,650.18	
Chivers Construction Co., Inc.	$4.60	$1.90	$6.50		$35,633.00	
Union Industrial Contractors, Inc.	$3.00	$2.50	$5.50		$30,151.00	
Trax Construction Co.	$2.00	$2.00	$4.00		$21,928.00	
S.E.T. Inc.	$13.59	$3.72	$17.31		$94,893.42	
Hallmark Excavating, Inc.	$5.75	$0.30	$6.05		$33,166.10	
J. S. Bova Excavating	$1.51	$1.05	$2.56		$14,033.92	
14. 1.00 LS OF (SPC) EROSION CONTROL, AS PER PLAN						
Klinginsmith Construction Co.	$2,000.00	$0.00	$2,000.00		$2,000.00	
J. Severino Construction, Inc.	$5,696.22	$0.00	$5,696.22		$5,696.22	
Pollard Land Services, Inc.	$1,000.00	$1,000.00	$2,000.00		$2,000.00	
Rudzik Excavating, Inc.	$2,000.00	$6,132.24	$8,132.24		$8,132.24	
Chivers Construction Co., Inc.	$8,693.00	$7,484.00	$16,177.00		$16,177.00	
Union Industrial Contractors, Inc.	$2,000.00	$1,500.00	$3,500.00		$3,500.00	
Trax Construction Co.	$2,511.00	$2,554.00	$5,065.00		$5,065.00	
S.E.T. Inc.	$700.00	$735.00	$1,435.00		$1,435.00	
Hallmark Excavating, Inc.	$6,000.00	$3,500.00	$9,500.00		$9,500.00	
J. S. Bova Excavating	$2,500.00	$525.00	$3,025.00		$3,025.00	

South River Road Water Line Extension
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract A - S. River Rd - Alternate - Broadband Conduit
Project No. 220544

LIST OF BIDDERS

BIDDER

1 J. Severino Construction, Inc.
937 W. 52nd Street
Ashtabula, OH 44004
Phone number: (440) 992-4274

2 Union Industrial Contractors, Inc.
1800 East 21st Street
PO Box 1718
Ashtabula, OH 440051718
Phone number: (440) 998-7871

3 Pollard Land Services, Inc.
8150 Franklin Road
Girard, PA 16417
Phone number: (814) 474-1107

4 Trax Construction Co.
30701 Euclid Avenue
Wickliffe, OH 44092
Phone number: (440) 585-1439

5 Chivers Construction Co., Inc.
6700 Tow Road
Fairview, PA 16415
Phone number: (814) 474-2637

6 Rudzik Excavating, Inc.
401 Lowellville Road
PO 206
Struthers, OH 44471
Phone number: (330) 755-1540

7 S.E.T. Inc.
235 East Water Street, Suite C
Lowellville, OH 444361273
Phone number: (330) 536-6724

8 Hallmark Excavating, Inc.
482 Blackbrook Rd.
Painesville, OH 44077
Phone number: (440) 352-3138

South River Road Water Line Extension
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract A - S. River Rd - Alternate - Broadband Conduit
Project No. 220544

LIST OF BIDDERS

BIDDER

9 Klinginsmith Construction Co.
Sportsmen Rd.
PO Box 5135
Conneaut, PA 16316
Phone number: (814) 382-4818

10 J. S. Bova Excavating
235 State Street
Struthers, OH 44471
Phone number: (234) 254-4040

South River Road Water Line Extension
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract A - S. River Rd - Alternate - Broadband Conduit
Project No. 220544

LIST OF TOTALS

NOTE: Bidders Informal Totals appear if different than bid tab calculated total.

	Name	Calculated Total	Bidder's Informal Totals
1.	J. Severino Construction, Inc.	$42,815.17	
2.	Union Industrial Contractors, Inc.	$56,500.00	
3.	Pollard Land Services, Inc.	$60,000.00	
4.	Trax Construction Co.	$69,116.00	
5.	Chivers Construction Co., Inc.	$81,533.00	
6.	Rudzik Excavating, Inc.	$107,810.00	
7.	S.E.T. Inc.	$117,235.00	
8.	Hallmark Excavating, Inc.	$130,000.00	
9.	Klinginsmith Construction Co.	$144,000.00	
10.	J. S. Bova Excavating	$174,342.50	

South River Road Water Line Extension
Ashtabula Co. Bd. of Commissioners
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LIST OF ALL ITEMS

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Bidders	Labor	Material	Calculated Unit Price	Bidder's Informal Unit Price	Calculated Line Item Total	Bidder's Informal Line Item Total
1. 1.00 LS OF (625) BROADBAND SERVICE CONDUIT AND PULL BOXES						
J. Severino Construction, Inc.	$42,815.17	$0.00	$42,815.17		$42,815.17	
Union Industrial Contractors, Inc.	$30,000.00	$26,500.00	$56,500.00		$56,500.00	
Pollard Land Services, Inc.	$5,000.00	$55,000.00	$60,000.00		$60,000.00	
Trax Construction Co.	$23,333.00	$45,783.00	$69,116.00		$69,116.00	
Chivers Construction Co., Inc.	$44,028.00	$37,505.00	$81,533.00		$81,533.00	
Rudzik Excavating, Inc.	$44,410.00	$63,400.00	$107,810.00		$107,810.00	
S.E.T. Inc.	$97,200.00	$20,035.00	$117,235.00		$117,235.00	
Hallmark Excavating, Inc.	$75,000.00	$55,000.00	$130,000.00		$130,000.00	
Klinginsmith Construction Co.	$144,000.00	$0.00	$144,000.00		$144,000.00	
J. S. Bova Excavating	$91,130.00	$83,212.50	$174,342.50		$174,342.50	

Bishop Road Watermain
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract B - Bishop Road
Project No. 231064

LIST OF BIDDERS

BIDDER

1 Pollard Land Services, Inc.
8150 Franklin Road
Girard, PA 16417
Phone number: (814) 474-1107

2 Klinginsmith Construction Co.
Sportsmen Rd.
PO Box 5135
Conneaut, PA 16316
Phone number: (814) 382-4818

3 Davis Diggers, Inc.
7985 King Memorial Road
Mentor, OH 44060
Phone number: (440) 205-5500

4 Rudzik Excavating, Inc.
401 Lowellville Road
PO 206
Struthers, OH 44471
Phone number: (330) 755-1540

5 J. Severino Construction, Inc.
937 W. 52nd Street
Ashtabula, OH 44004
Phone number: (440) 992-4274

6 Chivers Construction Co., Inc.
6700 Tow Road
Fairview, PA 16415
Phone number: (814) 474-2637

7 Union Industrial Contractors, Inc.
1800 East 21st Street
PO Box 1718
Ashtabula, OH 440051718
Phone number: (440) 998-7871

8 Trax Construction Co.
30701 Euclid Avenue
Wickliffe, OH 44092
Phone number: (440) 585-1439

Bishop Road Watermain
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract B - Bishop Road
Project No. 231064

LIST OF BIDDERS

BIDDER

9 S.E.T. Inc.
235 East Water Street, Suite C
Lowellville, OH 444361273
Phone number: (330) 536-6724

10 J. S. Bova Excavating
235 State Street
Struthers, OH 44471
Phone number: (234) 254-4040

11 Hallmark Excavating, Inc.
482 Blackbrook Rd.
Painesville, OH 44077
Phone number: (440) 352-3138

Bishop Road Watermain
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
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Separate Contracts - Contract B - Bishop Road
Project No. 231064

LIST OF TOTALS

NOTE: Bidders Informal Totals appear if different than bid tab calculated total.

	Name	Calculated Total	Bidder's Informal Totals
1.	Pollard Land Services, Inc.	$385,817.00	
2.	Klinginsmith Construction Co.	$406,625.00	
3.	Davis Diggers, Inc.	$429,306.50	
4.	Rudzik Excavating, Inc.	$471,110.00	
5.	J. Severino Construction, Inc.	$472,104.92	
6.	Chivers Construction Co., Inc.	$521,762.00	
7.	Union Industrial Contractors, Inc.	$532,475.00	
8.	Trax Construction Co.	$534,928.00	
9.	S.E.T. Inc.	$565,557.00	
10.	J. S. Bova Excavating	$588,058.86	
11.	Hallmark Excavating, Inc.	$589,483.75	

Bishop Road Watermain
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
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Separate Contracts - Contract B - Bishop Road
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LIST OF ALL ITEMS

NOTE: Bidders Informal unit price or item total appear if different than bid tab calculated price.

Bidders	Labor	Material	Calculated Unit Price	Bidder's Informal Unit Price	Calculated Line Item Total	Bidder's Informal Line Item Total
1. 1.00 LS OF (SPC) PRECONSTRUCTION VIDEO DOCUMENTATION						
Pollard Land Services, Inc.	$950.00	$50.00	$1,000.00		$1,000.00	
Klinginsmith Construction Co.	$1,000.00	$0.00	$1,000.00		$1,000.00	
Davis Diggers, Inc.	$960.00	$0.00	$960.00		$960.00	
Rudzik Excavating, Inc.	$250.00	$250.00	$500.00		$500.00	
J. Severino Construction, Inc.	$871.29	$0.00	$871.29		$871.29	
Chivers Construction Co., Inc.	$500.00	$150.00	$650.00		$650.00	
Union Industrial Contractors, Inc.	$750.00	$0.00	$750.00		$750.00	
Trax Construction Co.	$2,269.00	$0.00	$2,269.00		$2,269.00	
S.E.T. Inc.	$1,900.00	$0.00	$1,900.00		$1,900.00	
J. S. Bova Excavating	$500.00	$0.00	$500.00		$500.00	
Hallmark Excavating, Inc.	$500.00	$450.00	$950.00		$950.00	
2. 1.00 LS OF (SPC) BONDS AND INSURANCES, AS PER PLAN						
Pollard Land Services, Inc.	$6,000.00	$0.00	$6,000.00		$6,000.00	
Klinginsmith Construction Co.	$8,100.00	$0.00	$8,100.00		$8,100.00	
Davis Diggers, Inc.	$12,000.00	$0.00	$12,000.00		$12,000.00	
Rudzik Excavating, Inc.	$462.50	$4,000.00	$4,462.50		$4,462.50	
J. Severino Construction, Inc.	$11,715.00	$0.00	$11,715.00		$11,715.00	
Chivers Construction Co., Inc.	$13,520.00	$0.00	$13,520.00		$13,520.00	
Union Industrial Contractors, Inc.	$6,500.00	$0.00	$6,500.00		$6,500.00	
Trax Construction Co.	$0.00	$6,200.00	$6,200.00		$6,200.00	
S.E.T. Inc.	$7,700.00	$0.00	$7,700.00		$7,700.00	
J. S. Bova Excavating	$0.00	$28,525.00	$28,525.00		$28,525.00	
Hallmark Excavating, Inc.	$1,400.00	$14,000.00	$15,400.00		$15,400.00	

Bishop Road Watermain
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract B - Bishop Road
Project No. 231064

LIST OF ALL ITEMS

NOTE: Bidders Informal unit price or item total appear if different than bid tab calculated price.

Bidders	Labor	Material	Calculated Unit Price	Bidder's Informal Unit Price	Calculated Line Item Total	Bidder's Informal Line Item Total
3. 1.00 LS OF (201) CLEARING AND GRUBBING						
Pollard Land Services, Inc.	$500.00	$0.00	$500.00		$500.00	
Klinginsmith Construction Co.	$1,000.00	$0.00	$1,000.00		$1,000.00	
Davis Diggers, Inc.	$1,000.00	$0.00	$1,000.00		$1,000.00	
Rudzik Excavating, Inc.	$2,000.00	$1,000.00	$3,000.00		$3,000.00	
J. Severino Construction, Inc.	$5,576.25	$0.00	$5,576.25		$5,576.25	
Chivers Construction Co., Inc.	$925.00	$50.00	$975.00		$975.00	
Union Industrial Contractors, Inc.	$750.00	$0.00	$750.00		$750.00	
Trax Construction Co.	$4,441.00	$0.00	$4,441.00		$4,441.00	
S.E.T. Inc.	$11,000.20	$0.00	$11,000.20		$11,000.20	
J. S. Bova Excavating	$500.00	$0.00	$500.00		$500.00	
Hallmark Excavating, Inc.	$3,500.00	$0.00	$3,500.00		$3,500.00	
4. 100.00 SY OF (SPC) TYPE "A" PAVEMENT REPLACEMENT (CONCRETE), ROADWAY, AS PER PLAN						
Pollard Land Services, Inc.	$75.00	$75.00	$150.00		$15,000.00	
Klinginsmith Construction Co.	$100.00	$150.00	$250.00		$25,000.00	
Davis Diggers, Inc.	$82.50	$67.50	$150.00		$15,000.00	
Rudzik Excavating, Inc.	$90.00	$89.25	$179.25		$17,925.00	
J. Severino Construction, Inc.	$90.34	$90.33	$180.67		$18,067.00	
Chivers Construction Co., Inc.	$129.00	$98.00	$227.00		$22,700.00	
Union Industrial Contractors, Inc.	$90.00	$90.00	$180.00		$18,000.00	
Trax Construction Co.	$25.00	$70.00	$95.00		$9,500.00	
S.E.T. Inc.	$141.00	$95.42	$236.42		$23,642.00	
J. S. Bova Excavating	$93.50	$53.55	$147.05		$14,705.00	
Hallmark Excavating, Inc.	$99.00	$100.00	$199.00		$19,900.00	

Bishop Road Watermain
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract B - Bishop Road
Project No. 231064

LIST OF ALL ITEMS

NOTE: Bidders Informal unit price or item total appear if different than bid tab calculated price.

Bidders	Labor	Material	Calculated Unit Price	Bidder's Informal Unit Price	Calculated Line Item Total	Bidder's Informal Line Item Total
5. 1.00 LS OF (614) MAINTAINING TRAFFIC						
Pollard Land Services, Inc.	$5,000.00	$0.00	$5,000.00		$5,000.00	
Klinginsmith Construction Co.	$2,500.00	$0.00	$2,500.00		$2,500.00	
Davis Diggers, Inc.	$20,400.00	$0.00	$20,400.00		$20,400.00	
Rudzik Excavating, Inc.	$1,500.00	$1,500.00	$3,000.00		$3,000.00	
J. Severino Construction, Inc.	$6,691.50	$0.00	$6,691.50		$6,691.50	
Chivers Construction Co., Inc.	$7,468.00	$480.00	$7,948.00		$7,948.00	
Union Industrial Contractors, Inc.	$4,000.00	$500.00	$4,500.00		$4,500.00	
Trax Construction Co.	$36,419.00	$0.00	$36,419.00		$36,419.00	
S.E.T. Inc.	$23,270.00	$1,575.00	$24,845.00		$24,845.00	
J. S. Bova Excavating	$3,500.00	$1,050.00	$4,550.00		$4,550.00	
Hallmark Excavating, Inc.	$15,000.00	$10,000.00	$25,000.00		$25,000.00	
6. 1.00 LS OF (624) MOBILIZATION						
Pollard Land Services, Inc.	$2,500.00	$0.00	$2,500.00		$2,500.00	
Klinginsmith Construction Co.	$2,500.00	$0.00	$2,500.00		$2,500.00	
Davis Diggers, Inc.	$1,500.00	$0.00	$1,500.00		$1,500.00	
Rudzik Excavating, Inc.	$9,500.00	$2,000.00	$11,500.00		$11,500.00	
J. Severino Construction, Inc.	$10,298.41	$0.00	$10,298.41		$10,298.41	
Chivers Construction Co., Inc.	$34,010.00	$440.00	$34,450.00		$34,450.00	
Union Industrial Contractors, Inc.	$33,000.00	$11,000.00	$44,000.00		$44,000.00	
Trax Construction Co.	$27,126.00	$0.00	$27,126.00		$27,126.00	
S.E.T. Inc.	$33,588.00	$0.00	$33,588.00		$33,588.00	
J. S. Bova Excavating	$43,218.00	$355.00	$43,573.00		$43,573.00	
Hallmark Excavating, Inc.	$25,000.00	$0.00	$25,000.00		$25,000.00	

Bishop Road Watermain
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract B - Bishop Road
Project No. 231064

LIST OF ALL ITEMS

NOTE: Bidders Informal unit price or item total appear if different than bid tab calculated price.

Bidders	Labor	Material	Calculated Unit Price	Bidder's Informal Unit Price	Calculated Line Item Total	Bidder's Informal Line Item Total
7. 3,125.00 FT OF (638) 12 INCH WATER MAIN POLYVINYL CHLORIDE PIPE AND FITTINGS, AWWA C909 PVCO, AS PER PLAN						
Pollard Land Services, Inc.	$35.00	$50.00	$85.00		$265,625.00	
Klinginsmith Construction Co.	$22.00	$60.20	$82.20		$256,875.00	
Davis Diggers, Inc.	$49.77	$40.72	$90.49		$282,781.25	
Rudzik Excavating, Inc.	$29.95	$76.86	$106.81		$333,781.25	
J. Severino Construction, Inc.	$46.40	$46.39	$92.79		$289,968.75	
Chivers Construction Co., Inc.	$39.00	$72.00	$111.00		$346,875.00	
Union Industrial Contractors, Inc.	$60.00	$53.00	$113.00		$353,125.00	
Trax Construction Co.	$43.00	$67.00	$110.00		$343,750.00	
S.E.T. Inc.	$39.44	$66.91	$106.35		$332,343.75	
J. S. Bova Excavating	$51.98	$73.44	$125.42		$391,937.50	
Hallmark Excavating, Inc.	$60.00	$59.95	$119.95		$374,843.75	
8. 4.00 EACH OF (638) 12 INCH GATE VALVE AND VALVE BOX						
Pollard Land Services, Inc.	$1,000.00	$3,500.00	$4,500.00		$18,000.00	
Klinginsmith Construction Co.	$500.00	$4,650.00	$5,150.00		$20,600.00	
Davis Diggers, Inc.	$2,380.00	$1,720.00	$4,100.00		$16,400.00	
Rudzik Excavating, Inc.	$400.00	$3,554.51	$3,954.51		$15,818.04	
J. Severino Construction, Inc.	$2,418.70	$2,418.69	$4,837.39		$19,349.56	
Chivers Construction Co., Inc.	$438.00	$3,298.00	$3,736.00		$14,944.00	
Union Industrial Contractors, Inc.	$1,700.00	$3,600.00	$5,300.00		$21,200.00	
Trax Construction Co.	$3,928.00	$1,311.00	$5,239.00		$20,956.00	
S.E.T. Inc.	$300.00	$3,832.50	$4,132.50		$16,530.00	
J. S. Bova Excavating	$500.00	$3,554.51	$4,054.51		$16,218.04	
Hallmark Excavating, Inc.	$790.00	$3,850.00	$4,640.00		$18,560.00	

Bishop Road Watermain
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract B - Bishop Road
Project No. 231064

LIST OF ALL ITEMS

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Bidders	Labor	Material	Calculated Unit Price	Bidder's Informal Unit Price	Calculated Line Item Total	Bidder's Informal Line Item Total
9. 1.00 EACH OF (638) 12 INCH X 12 INCH TAPPING SLEEVE, VALVE AND VALVE BOX						
Pollard Land Services, Inc.	$3,000.00	$5,500.00	$8,500.00		$8,500.00	
Klinginsmith Construction Co.	$1,500.00	$13,250.00	$14,750.00		$14,750.00	
Davis Diggers, Inc.	$6,050.00	$4,958.00	$11,008.00		$11,008.00	
Rudzik Excavating, Inc.	$2,500.00	$5,722.08	$8,222.08		$8,222.08	
J. Severino Construction, Inc.	$5,512.60	$5,512.60	$11,025.20		$11,025.20	
Chivers Construction Co., Inc.	$4,324.00	$5,559.00	$9,883.00		$9,883.00	
Union Industrial Contractors, Inc.	$12,000.00	$5,000.00	$17,000.00		$17,000.00	
Trax Construction Co.	$5,191.00	$7,771.00	$12,962.00		$12,962.00	
S.E.T. Inc.	$4,500.00	$7,770.00	$12,270.00		$12,270.00	
J. S. Bova Excavating	$4,650.00	$5,722.08	$10,372.08		$10,372.08	
Hallmark Excavating, Inc.	$12,000.00	$7,500.00	$19,500.00		$19,500.00	
10. 7.00 EACH OF (638) 6 INCH FIRE HYDRANT ASSEMBLY, INCLUDING 6 INCH VALVE AND VALVE BOX, TYPE B, AS PER PLAN						
Pollard Land Services, Inc.	$1,500.00	$6,300.00	$7,800.00		$54,600.00	
Klinginsmith Construction Co.	$500.00	$8,000.00	$8,500.00		$59,500.00	
Davis Diggers, Inc.	$4,165.00	$3,371.75	$7,536.75		$52,757.25	
Rudzik Excavating, Inc.	$1,700.00	$7,539.67	$9,239.67		$64,677.69	
J. Severino Construction, Inc.	$4,351.60	$4,351.59	$8,703.19		$60,922.33	
Chivers Construction Co., Inc.	$1,208.00	$6,236.00	$7,444.00		$52,108.00	
Union Industrial Contractors, Inc.	$2,200.00	$5,500.00	$7,700.00		$53,900.00	
Trax Construction Co.	$5,997.00	$2,555.00	$8,552.00		$59,864.00	
S.E.T. Inc.	$1,200.00	$6,651.15	$7,851.15		$54,958.05	
J. S. Bova Excavating	$2,650.00	$7,143.32	$9,793.32		$68,553.24	
Hallmark Excavating, Inc.	$950.00	$7,140.00	$8,090.00		$56,630.00	

Bishop Road Watermain
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract B - Bishop Road
Project No. 231064

LIST OF ALL ITEMS

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Bidders	Labor	Material	Calculated Unit Price	Bidder's Informal Unit Price	Calculated Line Item Total	Bidder's Informal Line Item Total
11. 2,000.00 SY OF (659) SEEDING AND MULCHING						
Pollard Land Services, Inc.	$2.00	$2.00	$4.00		$8,000.00	
Klinginsmith Construction Co.	$5.50	$0.90	$6.40		$12,800.00	
Davis Diggers, Inc.	$3.95	$3.05	$7.00		$14,000.00	
Rudzik Excavating, Inc.	$1.70	$0.79	$2.49		$4,980.00	
J. Severino Construction, Inc.	$9.03	$8.00	$17.03		$34,060.00	
Chivers Construction Co., Inc.	$4.15	$1.85	$6.00		$12,000.00	
Union Industrial Contractors, Inc.	$3.00	$2.50	$5.50		$11,000.00	
Trax Construction Co.	$2.00	$2.00	$4.00		$8,000.00	
S.E.T. Inc.	$14.70	$3.32	$18.02		$36,040.00	
J. S. Bova Excavating	$2.00	$1.05	$3.05		$6,100.00	
Hallmark Excavating, Inc.	$5.75	$0.30	$6.05		$12,100.00	
12. 1.00 LS OF (SPC) EROSION CONTROL, AS PER PLAN						
Pollard Land Services, Inc.	$592.00	$500.00	$1,092.00		$1,092.00	
Klinginsmith Construction Co.	$2,000.00	$0.00	$2,000.00		$2,000.00	
Davis Diggers, Inc.	$835.00	$665.00	$1,500.00		$1,500.00	
Rudzik Excavating, Inc.	$1,000.00	$2,243.44	$3,243.44		$3,243.44	
J. Severino Construction, Inc.	$3,559.63	$0.00	$3,559.63		$3,559.63	
Chivers Construction Co., Inc.	$3,662.00	$2,047.00	$5,709.00		$5,709.00	
Union Industrial Contractors, Inc.	$1,250.00	$500.00	$1,750.00		$1,750.00	
Trax Construction Co.	$1,549.00	$1,892.00	$3,441.00		$3,441.00	
S.E.T. Inc.	$9,000.00	$1,740.00	$10,740.00		$10,740.00	
J. S. Bova Excavating	$2,000.00	$525.00	$2,525.00		$2,525.00	
Hallmark Excavating, Inc.	$14,500.00	$3,600.00	$18,100.00		$18,100.00	

Bishop Road Watermain
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract B - Bishop Rd - Alternate - Broadband Conduit
Project No. 231064

LIST OF BIDDERS

BIDDER

1 J. Severino Construction, Inc.
937 W. 52nd Street
Ashtabula, OH 44004
Phone number: (440) 992-4274

2 Union Industrial Contractors, Inc.
1800 East 21st Street
PO Box 1718
Ashtabula, OH 440051718
Phone number: (440) 998-7871

3 Pollard Land Services, Inc.
8150 Franklin Road
Girard, PA 16417
Phone number: (814) 474-1107

4 Trax Construction Co.
30701 Euclid Avenue
Wickliffe, OH 44092
Phone number: (440) 585-1439

5 Chivers Construction Co., Inc.
6700 Tow Road
Fairview, PA 16415
Phone number: (814) 474-2637

6 S.E.T. Inc.
235 East Water Street, Suite C
Lowellville, OH 444361273
Phone number: (330) 536-6724

7 Davis Diggers, Inc.
7985 King Memorial Road
Mentor, OH 44060
Phone number: (440) 205-5500

8 Rudzik Excavating, Inc.
401 Lowellville Road
PO 206
Struthers, OH 44471
Phone number: (330) 755-1540

Bishop Road Watermain
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract B - Bishop Rd - Alternate - Broadband Conduit
Project No. 231064

LIST OF BIDDERS

BIDDER

9 Klinginsmith Construction Co.
Sportsmen Rd.
PO Box 5135
Conneaut, PA 16316
Phone number: (814) 382-4818

10 Hallmark Excavating, Inc.
482 Blackbrook Rd.
Painesville, OH 44077
Phone number: (440) 352-3138

11 J. S. Bova Excavating
235 State Street
Struthers, OH 44471
Phone number: (234) 254-4040

Bishop Road Watermain
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
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Separate Contracts - Contract B - Bishop Rd - Alternate - Broadband Conduit
Project No. 231064

LIST OF TOTALS

NOTE: Bidders Informal Totals appear if different than bid tab calculated total.

	Name	Calculated Total	Bidder's Informal Totals
1.	J. Severino Construction, Inc.	$17,276.48	
2.	Union Industrial Contractors, Inc.	$24,500.00	
3.	Pollard Land Services, Inc.	$25,000.00	
4.	Trax Construction Co.	$29,235.00	
5.	Chivers Construction Co., Inc.	$31,820.00	
6.	S.E.T. Inc.	$45,619.00	
7.	Davis Diggers, Inc.	$47,570.50	
8.	Rudzik Excavating, Inc.	$48,270.00	
9.	Klinginsmith Construction Co.	$57,000.00	
10.	Hallmark Excavating, Inc.	$62,500.00	
11.	J. S. Bova Excavating	$120,768.00	

Bishop Road Watermain
Ashtabula Co. Bd. of Commissioners
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Project No. 231064

LIST OF ALL ITEMS

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Bidders	Labor	Material	Calculated Unit Price	Bidder's Informal Unit Price	Calculated Line Item Total	Bidder's Informal Line Item Total
1. 1.00 LS OF (625) BROADBAND SERVICE CONDUIT AND PULL BOXES						
J. Severino Construction, Inc.	$17,276.48	$0.00	$17,276.48		$17,276.48	
Union Industrial Contractors, Inc.	$12,500.00	$12,000.00	$24,500.00		$24,500.00	
Pollard Land Services, Inc.	$2,100.00	$22,900.00	$25,000.00		$25,000.00	
Trax Construction Co.	$10,055.00	$19,180.00	$29,235.00		$29,235.00	
Chivers Construction Co., Inc.	$15,653.00	$16,167.00	$31,820.00		$31,820.00	
S.E.T. Inc.	$37,850.00	$7,769.00	$45,619.00		$45,619.00	
Davis Diggers, Inc.	$35,600.00	$11,970.50	$47,570.50		$47,570.50	
Rudzik Excavating, Inc.	$17,850.00	$30,420.00	$48,270.00		$48,270.00	
Klinginsmith Construction Co.	$57,000.00	$0.00	$57,000.00		$57,000.00	
Hallmark Excavating, Inc.	$45,000.00	$17,500.00	$62,500.00		$62,500.00	
J. S. Bova Excavating	$32,000.00	$88,768.00	$120,768.00		$120,768.00	

Reply Reply All Forward

Tue 7/16/2024 11:11 AM

DG Douglas G. Starkey

FW: Awarded for contract - South River & Bishop - 225054

To Angela L. Gruber

Contract Forms - Contract A - S River - signed by Klinginsmith.pdf
9 MB

From: Michael Pittenger <MPittenger@ctconsultants.com>
Sent: Tuesday, July 16, 2024 10:53 AM
To: Douglas G. Starkey <DGStarkey@ashtabulacounty.us>
Cc: Angela L. Gruber <ALGruber@ashtabulacounty.us>; Georgia Conway <gconway@ctconsultants.com>; Shawn Aiken <SAiken@ctconsultants.com>
Subject: RE: Awarded for contract - South River & Bishop - 225054

Doug,

Attached please find copies of the contract documents for Contract A - Klinginsmith for County review and signatures (Notice of Commencement w/ Notary, CF.1 Notice of Award, Agreement pages 1 & 13, CF.4 Fiscal Officer, Change Order No. 1, CF.10 Escrow Waiver and CF.11 Notice to Proceed).

Please **print in color and obtain blue ink signatures**, *do not date* the Notice to Proceed, and **email a color copy** back to me.

We will assemble the contract forms into the project manuals and distribute to all parties (the Notice to Proceed will be issued once the signed docs are received. Distribution of Executed Contract Books will follow shortly thereafter.).

The Certificates of Insurance have been included for your use and for review by your insurance professional at your discretion.

Should you have any questions or require additional information, please feel free to contact our office.

Thank You,

Michael E. Pittenger
Contract Document Coordinator
C: 440-487-6148 | O: 440-530-2205
8150 Sterling Court, Mentor, OH 44060

CT consultants
engineers • architects • planners
A Verdantas Company

FISCAL OFFICER'S CERTIFICATE
5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2024 under the Agreement has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection and free from any previous encumbrances to the credit of:

6002; not to exceed $620,593.55.

Agreement Title: RESOLUTION APPROVING THE CONSTRUCTION CONTRACT BETWEEN KLINGINSMITH ENTERPRISES, INC AND ASHTABULA COUNTY FOR THE SOUTH RIVER RD PHASE I CONTRACT A, ACDES

David Thomas, Ashtabula County Auditor

Date: July 18, 2024

NOTICE OF AWARD

TO: Klinginsmith Enterprises, Inc.
P.O. Box 5135, 12984 Sportsman Road
Conneaut Lake, Pennsylvania 16316

PROJECT: SOUTH RIVER ROAD WATERLINE EXTENSION PHASE 1
CONTRACT A

You are notified that your Bid which was opened on 05/09/24 has been accepted for items in the amount of $620,593.55 at the unit bid prices as reflected in the bid tabulation contained herein for Contract A – Base Bid.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Bonds, Certificates of Insurance, and other documents within 10 calendar days from the date of receipt of this Notice.

Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid in default, to annul this Notice and to declare your Bid Security forfeited.

The Owner will return to you one (1) fully signed set of the contract documents.

ACKNOWLEDGMENT OF AWARD

ASHTABULA COUNTY COMMISSIONERS

Lisa Hawkins
County Clerk of the Commissioners

6/18/2024
Date

KLINGINSMITH ENTERPRISES, INC.

Daniel Dawson
Vice President

07-11-2024
Date

STATE OF OHIO
WATER POLLUTION CONTROL LOAN FUND (WPCLF/SRF))
CONTRACT CHANGE ORDER

RECIPIENT: Ashtabula County Board of Commissioners
CHANGE ORDER NO.: 1
WSRLA LOAN NO.: FS390004-0026
CONTRACT: A
OWDA LOAN NO.: 10879
DATE: 7/9/2024

DESCRIPTION OF CHANGE: SOUTH RIVER ROAD WATERLINE EXTENSION PHASE 1 - CONTRACT A
CT Project No. 220544

QTY.	UNIT	UNIT PRICE	ITEM TOTAL

"Non-compensatory change to contract documents:

Replace Contract pages CF.2 & CF.3 with the attached Agreement, pages 1 to 12.

Replace Supplementary Conditions SC.1 to Sc.8 with the attached SC.1 to SC.6."

TOTAL **$0.00**

The time provided for completion in the contract for the above items is (increased/decreased) by 0 calendar days.
Completion Date through this Change Order: 31-Dec-2024

RECOMMENDED BY: Georgia Conway, P.E. — CT Consultants — DATE: 7/9/2024

APPROVED BY: Kathryn L. Whittington, Pres. — Ashtabula County Board of Commissioners — DATE: 7-30-24

ACCEPTED BY: Daniel Dawson, Vice President — Klinginsmith Construction Co. — DATE: 7/11/2024

	AWARDED CONTRACT AMOUNT
Original Amount	$620,593.55
Previous Changes (+/-)	$0.00
This Change (+/-)	$0.00
Adjusted Amount	$620,593.55

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 — Date

Chief Engineer — Date

ESCROW WAIVER

In accordance with a certain Contract between the Ashtabula County Board of Commissioners, Ohio, (hereinafter referred to as "the Owner") and Klinginsmith Enterprises, Inc., (hereinafter referred to as "the Contractor") it is mutually agreed by and between the parties hereto that because of the short-term duration of the within contract, no escrow account will be established pursuant to Sections 153.13, 153.14 and 153.63 of the Ohio Revised Code nor shall any interest be paid on any retainage.

KLINGINSMITH ENTERPRISES, INC.

Daniel Dawson, Vice President

ASHTABULA COUNTY BOARD OF COMMISSIONERS

Kathryn L. Whittington, President

Witness

J.P. Ducro IV, Vice President

Casey R. Kozlowski

NOTICE TO PROCEED

Project: South River Road Waterline Extension Phase 1 – Contract A

Owner: Ashtabula County Board of Commissioners
25 West Jefferson Street, Bldg. E
Jefferson, Ohio 44047

To: Klinginsmith Enterprises, Inc.
P.O. Box 5135, 12984 Sportsman Road
Conneaut Lake, Pennsylvania 16316

Date: 7-23-24

You are hereby notified to commence work in accordance with the Contract. All work shall be completed by December 31, 2024.

ASHTABULA COUNTY BOARD OF COMMISSIONERS

Kathryn L. Whittington, President

REV. 01/22

FISCAL OFFICER'S CERTIFICATE

Conforming with O.R.C. § 5705.41

The undersigned Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of Ashtabula County during the year 2024 under the Agreement has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of:

in the amount not to exceed Six Hundred Twenty Thousand Five Hundred Ninety-Three and 55/100 Dollard ($620,593.55) and free from any previous encumbrances.

Agreement Title: **Construction Contract A - South River Road Waterline Extension Phase 1**
By and Between the Ashtabula County Board of Commissioners, by and through the Department of Environmental Services, and Klingingsmith Construction Co. for the purposes of providing construction services pertinent to the South River Road Waterline Extension Phase 1 project in the Ashtabula County General Sewer District.

SIGNED

David Thomas
Ashtabula County Auditor

7/19/24
Date

BID SET

Contract A - South River Road Waterline Extension Phase 1
and
Contract B - Bishop Road Waterline Phase 1

Ashtabula County Board of Commissioners

ARC Funded Project
WSRLA Funded Project

April 2023

220544

consultants
engineers • architects • planners

8150 Sterling Ct. | Mentor | OH | 44060 |
440.951.9000 | www.ctconsultants.com

To: All Plan Holders of Record

From: CT Consultants, Inc.
For the Owner

Re: ***Addendum No. 1***
South River Road Waterline Extension Phase 1 and
Bishop Road Waterline Phase 1

Date: April 16, 2024

This Addendum forms a part of the contract documents and modifies the original bidding documents dated April 2024 and all previous addenda, if any. Acknowledge receipt of this addendum in the space provided in the bid forms. Failure to do so may subject the bidder to disqualification.

PLANS

For Contract B - Bishop Road Waterline Phase 1

Replace plan sheet 4/16, G-04 - General Notes 1, with the enclosed revised sheet dated 4/15/24.

GC/MB:mep

Enclosures

H:\2022\220544\SPEC\Addenda\Addendum 01\Addendum 01.Doc

GENERAL

1. THE CONTRACTOR SHALL PERFORM ALL OF THE WORK AND FURNISH ALL OF THE LABOR AND MATERIALS NECESSARY FOR THE FINAL COMPLETION OF THIS CONTRACT IN THE MANNER AND UNDER THE CONDITIONS HEREIN SPECIFIED AND PROVIDED AND IN ACCORDANCE WITH THE CONTRACT DRAWINGS.

2. THE CONTRACTOR SHALL NOTIFY THE COUNTY WATER DEPARTMENT A MINIMUM OF FIVE (5) WORKING DAYS PRIOR TO THE START OF CONSTRUCTION TO ARRANGE A PRE-CONSTRUCTION MEETING. NO WORK SHALL BEGIN UNTIL A PRE-CONSTRUCTION MEETING HAS BEEN HELD.

3. A PRE-CONSTRUCTION VIDEO OF THE PROJECT AREA WILL BE REQUIRED AND SUBMITTED TO THE ENGINEER BEFORE CONSTRUCTION BEGINS.

4. ACCESS TO ALL DRIVEWAYS WILL BE MAINTAINED AT ALL TIMES EXCEPT THE TIME WHEN UTILITY INSTALLATION AND PAVEMENT REPLACEMENT WILL NOT PERMIT.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING A SITE FOR DISPOSAL OF ALL EXCAVATED MATERIAL THAT IS UNSUITABLE FOR USE AS BACKFILL AND ALL OTHER EXCESS EXCAVATED MATERIALS. THE CONTRACTOR SHALL PROVIDE THE COUNTY WITH THE LOCATION OF THE DISPOSAL SITE AND WRITTEN PERMISSION FOR USE OF THE SITE FROM THE PROPERTY OWNER.

6. ALL OVER-THE-ROAD VEHICLES USED ON THE PROJECT BY ALL CONTRACTORS AND SUBCONTRACTORS WILL BE CLEARLY MARKED SHOWING ITS COMPANY SYMBOL.

7. BEFORE THE COUNTY WILL APPROVE AND ACCEPT THE WORK AND RELEASE THE GUARANTY RETAINER, THE CONTRACTOR WILL FURNISH THE COUNTY A WRITTEN REPORT INDICATING THE RESOLUTION OF ANY AND ALL PROPERTY DAMAGE CLAIMS FILED WITH THE CONTRACTOR BY ANY PARTY DURING THE CONSTRUCTION PERIOD. THE INFORMATION TO BE SUPPLIED SHALL INCLUDE, BUT NOT BE LIMITED TO, NAME OF CLAIMANT, DATE FILED WITH CONTRACTOR, NAME OF INSURANCE COMPANY AND/OR ADJUSTOR HANDLING CLAIM, HOW CLAIM WAS RESOLVED AND IF CLAIM WAS NOT RESOLVED FOR THE FULL AMOUNT, A STATEMENT INDICATING THE REASON FOR SUCH ACTION.

8. MATERIALS FOR "AS-DIRECTED" ITEMS SHALL NOT BE ORDERED OR DELIVERED TO THE PROJECT SITE OR WORK PERFORMED UNTIL AUTHORIZED BY THE ENGINEER.

9. ALL SHOP DRAWINGS WILL BE SUBMITTED TO THE ENGINEER FOR CHECKING.

10. THE CONTRACTOR SHALL NOTIFY THE COUNTY POLICE AND FIRE DEPARTMENTS, ASHTABULA COUNTY ENGINEER, THE COUNTY REPRESENTATIVES AT LEAST 48 HOURS IN ADVANCE OF ANY STREET CLOSING OR TRAFFIC CHANGE.

11. THE CONTRACTOR SHALL PERFORM WORK AS TO NOT DISTURB, DAMAGE OR DESTROY ANY MAILBOX, PAPERBOX, TELEPHONE OR POWER POLES, SIGNS, LANDSCAPING ITEMS, ETC.. ANY ITEM DAMAGED OR DESTROYED SHALL BE REPLACED AT THE CONTRATOR'S EXPENSE. ANY ITEM DISTURBED OR IN CONFLICT WITH THE WORK TO BE PERFORMED SHALL BE REMOVED AND RESET AT THE CONTRACTOR'S EXPENSE. PRIOR ENGINEER APPROVAL IS REQUIRED BEFORE ANY OF THE ABOVE ITEMS ARE PERFORMED.

12. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO APPLY, WHEN ORDERED BY THE OWNER, WATER OR CALCIUM CHLORIDE FOR THE ALLEVIATION OR PREVENTION OF DUST NUISANCE ORIGINATING FROM HIS CONSTRUCTION ACTIVITIES. SUFFICIENT QUANTITIES OF CALCIUM CHLORIDE SHALL BE STORED ON THE JOB SITE AT ALL TIMES TO BE USED FOR DUST CONTROL. THE COST OF DUST CONTROL SHALL BE INCLUDED IN THE UNIT BID PRICES FOR ALL ITEMS OF THE PROPOSAL.

13. ALL SOIL AREAS DISTURBED SHALL BE TOPSOILED (4" THICK), SEEDED AND MULCHED. ALL TOPSOIL WORK INSIDE THE STREET RIGHT-OF-WAY SHALL BE INCLUDED IN THE UNIT BID PRICES FOR ALL ITEMS OF THE PROPOSAL.

14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION LAYOUT.

15. THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS BEFORE INSTALLING ANY PROPOSED CONDUIT. ANY ADJUSTMENTS NEEDED SHALL BE APPROVED BY THE ENGINEER.

16. THE STANDARD SPECIFICATIONS OF THE STATE OF OHIO (CURRENT EDITION), DEPARTMENT OF TRANSPORTATION, INCLUDING CHANGES AND SUPPLEMENTAL SPECIFICATIONS LISTED IN THE PROPOSAL SHALL GOVERN THIS IMPROVEMENT

TEMPORARY PAVEMENT AND MAINTENANCE OF TRAFFIC

THE CONTRACTOR SHALL REMOVE ALL PAVEMENTS AND ROAD SURFACES WITHIN THE LINES OF EXCAVATION IN ACCORDANCE WITH THE PLANS AND DETAILS. AFTER THE PAVEMENT HAS BEEN REMOVED AND THE PIPE HAS BEEN LAID, ALL APPURTENANT WORK CONSTRUCTED AND BACKFILL COMPLETED, THE CONTRACTOR SHALL FURNISH, PLACE AND MAINTAIN WHEREVER THE PLACEMENT OF ROAD, WHEREVER SURFACE HAS BEEN REMOVED OR DAMAGED, A TEMPORARY PAVEMENT IN THE PAVED PORTION OF STREETS AND DRIVEWAYS SO AS TO PROVIDE A SAFE AND PASSABLE ROADWAY UNTIL SUCH TIME AS THE FINAL PAVEMENT IS COMPLETED. ACCESS TO ALL DRIVES SHALL BE MAINTAINED AT ALL TIMES EXCEPT BRIEFLY DURING WORKING HOURS WHEN CONSTRUCTION ACTIVITIES PROHIBIT.

PROTECTION AGAINST VANDALISM

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE SUFFICIENT SITE SECURITY MEASURES AND / OR PERSONNEL TO PROTECT ALL NEW CONCRETE WORK FROM VANDALISM UNTIL THE CONCRETE IS SUFFICIENTLY CURED AT NO ADDITIONAL COST.

SANITARY, STORM, AND WATER SERVICE CONNECTIONS

1. THE FOLLOWING NOTES APPLY TO SANITARY, STORM, AND WATER CONNECTIONS

a. LOCATIONS OF EXISTING SERVICE CONNECTIONS ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD LOCATE ALL EXISTING CONNECTIONS AT NO ADDITIONAL COST TO THE COUNTY. THE CONTRACTOR SHALL RECORD ACTUAL LOCATION INFORMATION ON HIS RECORD DRAWINGS AS CONSTRUCTION OCCURS.

b. THERE SHALL BE NO ADDITIONAL PAYMENT MADE FOR SAW CUTTING, EXCAVATION OR BACKFILL, INCLUDING MATERIALS AND LABOR FOR, PIPING, CAPS, BULKHEADS AND APPURTENANCES PLACED FOR LATERALS WHICH ARE DETERMINED TO BE INACTIVE AND THUS ARE TO BE ABANDONED.

c. NO INACTIVE LATERALS SHALL BE RECONNECTED TO THE SEWER.

2. THE CONTRACTOR SHALL BE REQUIRED TO BYPASS AND MAINTAIN THE FLOW FROM ALL HOUSE UTILITY CONNECTIONS DURING CONSTRUCTION.

3. THE CONTRACTOR SHALL SUPPLY ALL PIPE AND ADAPTERS TO CONNECT TO EXISTING PIPING. THE ADAPTERS MUST BE SUBMITTED TO AND APPROVED BY THE ENGINEER PRIOR TO CONSTRUCTION.

4. EXISTING SEWER AND WATER SERVICE CONNECTIONS SHALL BE PROTECTED AND MAINTAINED IN SERVICE. ANY EXISTING WATERLINE, SANITARY SEWER, AND GAS LINE, IN OR OUTSIDE OF THE CONSTRUCTION LIMITS, DAMAGED DURING CONSTRUCTION OF THE PROPOSED PROJECT, WILL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

ROADWAY EXCAVATION AND PAVEMENT

ALL PAVEMENT REMOVAL AND REPLACEMENT, NEW PAVEMENT AND ASSOCIATED ROADWAY WORK WILL BE IN ACCORDANCE WITH THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION CONSTRUCTION AND MATERIAL SPECIFICATIONS, STANDARD CONSTRUCTION DRAWINGS AND SUPPLEMENTAL SPECIFICATIONS, CURRENT ISSUE, WITH THE MODIFICATIONS AS SET FORTH IN THESE SPECIFICATIONS.

CURB AND DRIVE APRONS THAT NEED TO BE REPLACED SHALL BE PAID FOR AT THE UNIT PRICE BID FOR EACH RESPECTIVE ITEM.

METER BOXES, VALVES BOXES, STRUCTURES ADJUSTED TO GRADE

ALL EXISTING MANHOLES, CATCH BASINS, MONUMENT BOXES, WATER METER BOXES, WATER VALVE BOXES, GAS VALVE BOXES OR OTHER EXISTING UTILITY APPURTENANCES WITHIN THE WORK LIMITS SHALL BE ADJUSTED TO THE PROPOSED GRADE AND FLUSH WITH THE NEW SURFACE. ANY METER OR VALVE BOX ENCOUNTERED WITHIN THE WORK SITE SHALL BE EXPOSED. PAYMENT FOR THIS WORK SHALL BE INCLUDED IN THE UNIT PRICE BID FOR OTHER ITEMS OF WORK EXCEPT WHEN BID AS A SEPARATE ITEM. CONTRACTOR TO SUPPLY 1" RISER FOR ALL VALVE BOXES ADJUSTED TO GRADE.

PRESERVATION OF PROPERTY CORNERS AND SURVEY MARKERS

THE CONTRACTOR WILL CAREFULLY PRESERVE BENCH MARKS, PROPERTY CORNERS, REFERENCE POINTS, AND STAKES AND IN CASE OF DISTURBANCE, HE SHALL ENGAGE A REGISTERED SURVEYOR TO REPLACE THEM AT HIS EXPENSE AND SHALL BE RESPONSIBLE FOR ANY MISTAKES THAT MAY BE CAUSED BY THEIR LOSS OR DISTURBANCE.

SUBSURFACE CONDITIONS

IT IS THE OBLIGATION AND RESPONSIBILITY OF THE CONTRACTOR TO MAKE HIS OWN INVESTIGATION OF SUBSURFACE CONDITIONS PRIOR TO SUBMITTING HIS BID. CONTACT THE COUNTY TO MAKE ARRANGEMENTS.

STATIONING AND LOCATIONS

ALL LOCATIONS AND ITEMS CALLED OUT BY STATION ARE SUBJECT TO ADJUSTMENT IN THE FIELD AS APPROVED BY THE ENGINEER.

ENDANGERED SPECIES

1. THIS PROJECT IS WITHIN THE RANGE OF SEVERAL STATE AND FEDERALLY THREATENED AND ENDANGERED BAT SPECIES (INDIANA BAT, NORTHERN LONG-EARED BAT, LITTLE BROWN BAT, TRICOLORED BAT) AND MAY IMPACT SUMMER ROOSTING HABITAT FOR THESE SPECIES. THESE SPECIES DEPEND UPON TREES WITH PEELING BARK, CAVITIES, CREVICES, AND DEAD AND DYING TREES. PER U.S. FISH AND WILDLIFE SERVICE RECOMMENDATION, THE REMOVAL OF TREES GREATER THAN OR EQUAL TO 3-INCHES DIAMETER AT BREAST HEIGHT SHOULD ONLY OCCUR BETWEEN OCTOBER 1ST AND MARCH 31ST. IF THIS TIME 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.

ARCHAEOLOGICAL AND HISTORICAL RESOURCES

1. CONTRACTORS AN SUBCONTRACTORS ARE REQUIRED UNDER OHIO REVISED CODE 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: 614-298-2000

SPILL PREVENTION:

1. CONTRACTORS AND SUBCONTRACTORS SHOULD IMPLEMENT APPROPRIATE BEST MANAGEMENT PRACTICES FOR THE PREVENTION OF DISCHARGE OF HAZARDOUS MATERIALS TO SURFACE AND GROUND WATERS AND THE ENVIRONMENT. ALL SPILLS MUST BE REPORTED TO THE OHIO SPILL LINE (1-800-282-9378 OR1-614-224-0946) IN ACCORDANCE WITH OAC 3750.06.

EXISTING UTILITIES

1. EACH CONTRACTOR SHALL VISIT THE SITE PERSONALLY TO ASCERTAIN THE NATURE OF THE WORK AND THOROUGHLY FAMILIARIZE HIMSELF WITH THE SITE PRIOR TO BID SUBMISSION.

2. THE DATA SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR. THE EXISTENCE OF FACILITIES ABOVE OR BELOW GROUND, WHICH MAY NOT BE SHOWN, WILL NOT BE A BASIS FOR A CLAIM FOR EXTRA WORK.

3. THE LOCATIONS OF THE UNDERGROUND UTILITIES ARE PLOTTED ACCORDING TO THE INFORMATION FURNISHED BY THE UTILITIES CONCERNED AND THE COUNTY DOES NOT GUARANTEE THE ACCURACY THEREOF. CONTRACTOR ALSO TO COORDINATE HIS WORK WITH THE DOMINION EAST OHIO GAS COMPANY, CLEVELAND ELECTRIC, ALL-TEL AND TCI FOR GAS LINE AND/OR POLE RELOCATION.

4. IN THE EVENT OF DAMAGE TO EXISTING PUBLIC AND/OR PRIVATE UTILITIES, THE AGENCY CONCERNED SHALL BE NOTIFIED IMMEDIATELY AND ALL REPAIR WORK SHALL BE EXECUTED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE RESPECTIVE AGENCY AT NO ADDITIONAL EXPENSE TO THE COUNTY INCLUDING ANY INSPECTION FEES OR MAINTENANCE CREWS. CABLE (CEI, OBT & TV) RELOCATION AND SUPPORT. COST SHALL BE INCLUDED IN OTHER BID ITEMS.

5. WHERE EXISTING POWER OR TELEPHONE POLES ARE IN CLOSE PROXIMITY TO WORK, THE CONTRACTOR SHALL COORDINATE HIS WORK EFFORTS WITH THOSE OF THE UTILITY COMPANIES SUCH THAT THEIR EXISTING FACILITIES CAN BE MAINTAINED AND PROTECTED DURING THE TIME WORK IS GOING ON ADJACENT TO THE POLE. THE COST FOR ANY REQUIRED PROTECTION OR RELOCATION OF EXISTING POWER OR TELEPHONE POLES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NOT THAT OF THE COUNTY.

6. DELAYS TO THE CONTRACTOR AS A RESULT OF TIMING OF POLE RELOCATION OR PROTECTION SHALL NOT BE CONSIDERED COMPENSABLE DELAYS, AS IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE HIS WORK IN CONFORMANCE TO THE UTILITY COMPANY'S SCHEDULE.

7. BEFORE ANY WORK IS STARTED THAT WILL INTERFERE WITH THE EXISTING UTILITIES, THE CONTRACTOR SHALL CALL THE "OHIO UTILITIES PROTECTION SERVICE" AT 1-800-362-2764, FORTY-EIGHT (48) HOURS IN ADVANCE OF THE WORK, NON-MEMBER UTILITIES MUST BE CONTACTED DIRECTLY. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS, AT NO ADDITIONAL EXPENSE TO THE COUNTY, TO AVOID DAMAGE TO EXISTING UNDERGROUND AND OVERHEAD UTILITY LINES DURING THE ENTIRE PROJECT. IN THE EVENT OF DAMAGE TO EXISTING PUBLIC AND/OR PRIVATE UTILITIES, THE AGENCY CONCERNED SHALL BE NOTIFIED IMMEDIATELY AND ALL REPAIR WORK SHALL BE EXECUTED IN ACCORDANCE WITH THE SPECIFICATIONS OF THE RESPECTIVE AGENCY AT NO ADDITIONAL EXPENSE TO THE COUNTY, INCLUDING ANY INSPECTION FEES OR MAINTENANCE CREWS. THE UTILITY OWNERSHIPS ARE LISTED ON THE COVER SHEET.

8. WHERE PLANS PROVIDE FOR A PROPOSED CONDUIT TO BE CONNECTED TO, OR CROSS OVER OR UNDER AN EXISTING SEWER OR UNDERGROUND UTILITY, THE CONTRACTOR SHALL LOCATE THE EXISTING PIPES OR UTILITIES BOTH AS TO LINE AND GRADE BEFORE STARTING TO LAY THE PROPOSED CONDUIT.

9. IF IT IS DETERMINED THAT THE ELEVATION OF THE EXISTING CONDUIT, OR EXISTING APPURTENANCE TO BE CONNECTED, DIFFERS FROM THE PLAN ELEVATION OR RESULTS IN A CHANGE IN THE PLAN CONDUIT SLOPE, THE ENGINEER SHALL BE NOTIFIED BEFORE STARTING CONSTRUCTION OF ANY PORTION OF THE PROPOSED CONDUIT WHICH WILL BE AFFECTED BY THE VARIANCE IN THE EXISTING ELEVATIONS.

10. IF IT IS DETERMINED THAT THE PROPOSED CONDUIT WILL INTERSECT AN EXISTING SEWER OR UNDERGROUND UTILITY IF CONSTRUCTED AS SHOWN ON THE PLAN, THE ENGINEER SHALL BE NOTIFIED BEFORE STARTING CONSTRUCTION OF ANY PORTION OF THE PROPOSED CONDUIT WHICH WOULD BE AFFECTED BY THE INTERFERENCE WITH AN EXISTING FACILITY.

NOISE CONTROL

CONSTRUCTION ACTIVITIES WILL BE LIMITED TO WEEKDAY DAYTIME HOURS UNLESS APPROVED 48 HOURS IN ADVANCE BY THE COUNTY.

LANDSCAPING BEDS, PLANTINGS AND TREE PROTECTION/ REMOVAL

1. ANY LANDSCAPING BEDS, PLANTINGS AND TREES DISTURBED BY CONSTRUCTION ACTIVITIES BEYOND THE RIGHT-OF-WAY SHALL BE RESTORED TO ITS ORIGINAL CONDITION OR REPLACED AS DIRECTED BY THE COUNTY.

2. ALL TREES WITHIN THE RIGHT-OF-WAY SHALL THAT ARE IN CONFLICT WITH CONSTRUCTION TO BE REMOVED BY THE CONTRACTOR. TREES GREATER THAN 12" IN DIAMETER THAT ARE REMOVED ARE TO BE PAID FOR EACH TREE. TREES LESS THAN 12" IN DIAMETER THAT ARE REMOVED ARE TO BE INCLUDED IN THE COST OF THE INSTALLED ITEMS.

SALVAGED ITEMS

THE COUNTY SHALL RECEIVE ALL SALVAGED ITEMS SUCH AS MANHOLE CASTINGS, FIRE HYDRANTS, VALVE CAPS, ETC. THE COUNTY HAS THE RIGHT OF FIRST REFUSAL FOR ALL STEEL REMOVED FROM THE PROJECT.

RESTORATION

1. THE CONTRACTOR SHALL CLEAN UP ALL DEBRIS AND MATERIALS RESULTING FROM HIS OPERATION AND RESTORE ALL SURFACES, STRUCTURES, DITCHES AND PROPERTY TO ITS ORIGINAL CONDITION TO THE SATISFACTION OF THE ENGINEER. ANY DITCHES DISTURBED DURING CONSTRUCTION SHALL BE REGRADED BY THE END OF THE SAME WORKDAY.

2. ALL EXISTING STORM AND SANITARY SEWER FACILITIES, INCLUDING TILE, DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED, REPLACED OR RECONNECTED TO THE EXISTING OR PROPOSED SYSTEM AS DIRECTED BY THE ENGINEER AT NO COST TO THE OWNER.

STATE OF OHIO
GEORGIA CONWAY
E-85401
REGISTERED PROFESSIONAL ENGINEER

engineers
architects
planners
your trusted advisor
consultants

NO	REVISION	DATE
1	ADDENDUM 01	4/15/24

SCALE: AS SHOWN
DATE: 04/15/2024
DESIGNED BY: MLB
DRAWN BY: MLB
CHECKED BY: GBC

ASHTABULA COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES
BISHOP ROAD WATERMAIN
ASHTABULA COUNTY JEFFERSON, OHIO

GENERAL

GENERAL NOTES 1

PROJECT NO:
231064
SHEET NAME
G-04
SHEET 4 OF 16

To: All Plan Holders of Record

From: CT Consultants, Inc.
For the Owner

Re: ***Addendum No. 2***
South River Road Waterline Extension Phase 1 and
Bishop Road Waterline Phase 1
Ashtabula County Board of Commissioners

Date: April 24, 2024

This Addendum forms a part of the contract documents and modifies the original bidding documents dated April 2024 and all previous addenda, if any. Acknowledge receipt of this addendum in the space provided in the bid forms. Failure to do so may subject the bidder to disqualification.

BID OPENING DATE

The date of receiving and opening bids shall be changed from April 25, 2024 to May 2, 2024. The time and place shall remain the same.

Addendum No. 3 is forthcoming with Questions & Answers and Bid Form, Plans & Specification changes.

GC/MB:mep

Enclosures

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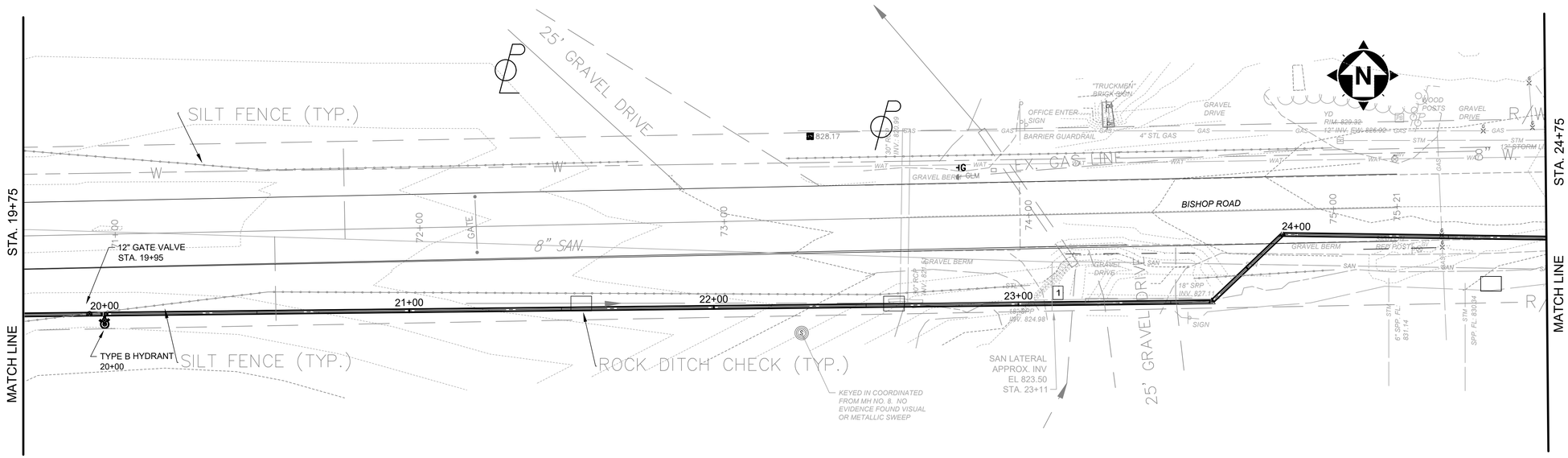

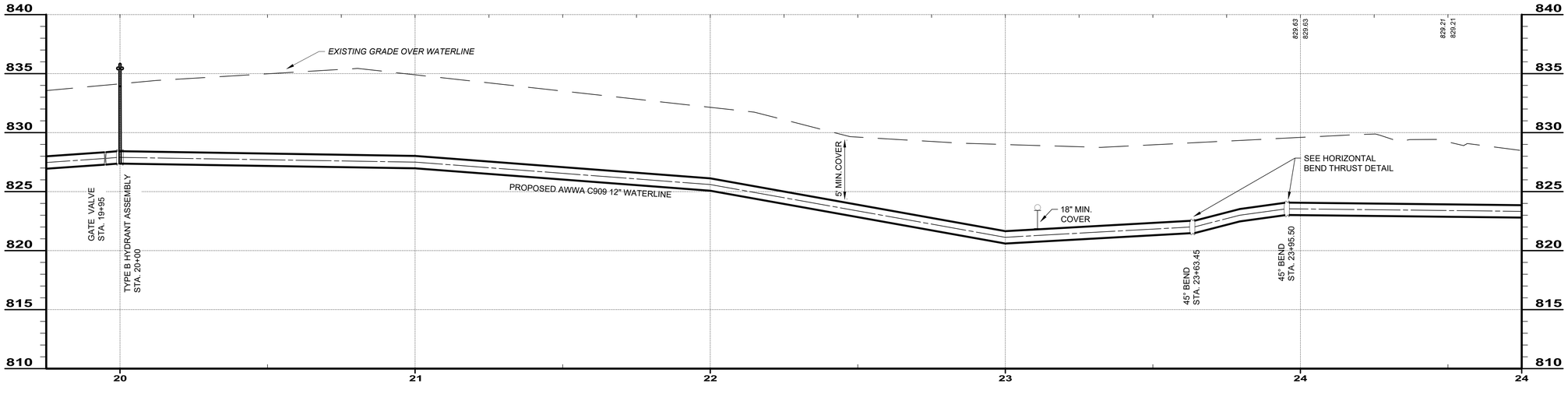

BISHOP ROAD WATERLINE (13)

SCALE: HORIZ. 1" = 20'
VERT. 1" = 5'

CODED NOTES:

1. CONTRACTOR TO CONFIRM LOCATION OF SANITARY LATERAL, APPROXIMATE LOCATION AND ELEVATION IS NOTED ON PLANS.

PLEASE NOTE THAT THE EXISTING SANITARY SEWERS ARE LOCATED AT ELEVATION 813.

STATE OF OHIO
GEORGIA CONWAY
E-85401
REGISTERED PROFESSIONAL ENGINEER

your trusted advisor
consultants — engineers architects planners

NO	REVISION	DATE

SCALE:	AS SHOWN
DATE:	04/09/2024
DESIGNED BY:	MLB
DRAWN BY:	MLB
CHECKED BY:	GBC

ASHTABULA COUNTY DEPARTMENT OF ENVIRONMENTAL SERVICES
BISHOP ROAD WATERMAIN
ASHTABULA COUNTY — JEFFERSON, OHIO

PLAN AND PROFILE

BISHOP ROAD PLAN AND PROFILE- 19+75 - 24+75

PROJECT NO:	
231064	
SHEET NAME	
C-05	
SHEET	OF
13	15

To: All Plan Holders of Record

From: CT Consultants, Inc.
For the Owner

Re: ***Addendum No. 4***
South River Road Waterline Extension Phase 1 and
Bishop Road Waterline Phase 1
Ashtabula County Board of Commissioners

Date: May 2, 2024

This Addendum forms a part of the contract documents and modifies the original bidding documents dated April 2024 and all previous addenda, if any. Acknowledge receipt of this addendum in the space provided in the bid forms. Failure to do so may subject the bidder to disqualification.

BID OPENING DATE

The date of receiving and opening bids shall be changed from May 2, 2024 to May 9, 2024. The time and place shall remain the same.

Addendum No. 5 is forthcoming with clarification on pipe and trench backfill.

GC/MB:mep

Enclosures

H:\2022\220544\SPEC\Addenda\Addendum 04\Addendum 04.Doc

To: All Plan Holders of Record

From: CT Consultants, Inc.
For the Owner

Re: ***Addendum No. 5***
South River Road Waterline Extension Phase 1 and
Bishop Road Waterline Phase 1
Ashtabula County Board of Commissioners

Date: May 6, 2024

This Addendum forms a part of the contract documents and modifies the original bidding documents dated April 2024 and all previous addenda, if any. Acknowledge receipt of this addendum in the space provided in the bid forms. Failure to do so may subject the bidder to disqualification.

PLANS

CHANGE the trenching, embedment, and backfill detail on plan sheet 6/24 00G-06 (S. River Road Contract) and on plan sheet 7/15 G-07 (Bishop Road Contract), as follows:

NOTES:

1. MAXIMUM EXCAVATED TRENCH WIDTH: THE MAXIMUM EXCAVATED TRENCH WIDTH FROM THE BOTTOM OF THE TRENCH TO 12" OVER THE TOP OF THE PIPE (WITHIN PIPE EMBEDMENT) SHALL BE O.D. + 24" FOR ALL PIPES UP TO AND INCLUDING 24" I.D. + 30" FOR PIPE FROM 24" I.D. TO 54" I.D. AND O.D. + 48" FOR PIPES SIZES 60" I.D. AND OVER.

2. FOUNDATION: WHERE AN UNSTABLE TRENCH BOTTOM CONDITION IS ENCOUNTERED, THE CONTRACTOR SHALL EXCAVATE TO A DEPTH REQUIRED BY THE ENGINEER AND REPLACE WITH MATERIAL AS DIRECTED BY THE ENGINEER.

3. PIPE EMBEDMENT:

   CLASS A: CLASS A PIPE EMBEDMENT SHALL BE USED FOR ALL PIPING UNDER PAVEMENT OR STRUCTURES WITH LESS THAN 12 INCHES OF PIPE COVER TO THE SUBGRADE. THE CONCRETE CRADLE SHALL BE IN ACCORDANCE WITH ODOT ITEM 499, CLASS "C". THE INITIAL BACKFILL SHALL BE AASHTO NO. 57 OR NO. 67 GRANULAR PIPE EMBEDMENT.

CLASS B: CLASS B PIPE EMBEDMENT SHALL BE USED FOR ALL PIPING UNLESS OTHERWISE NOTED ON THE PLANS OR AUTHORIZED BY THE ENGINEER. THE BEDDING AND HAUNCHING SHALL BE AASHTO NO. 57 OR NO. 67 GRANULAR PIPE EMBEDMENT. IN ALL AREAS UNDER PAVEMENT, STRUCTURES OR WITHIN THE ZONE OF INFLUENCE, THE INITIAL BACKFILL SHALL BE AASHTO NO. 57 OR NO. 67 GRANULAR PIPE EMBEDMENT. IN ALL AREAS OUTSIDE OF PAVEMENT, STRUCTURES OR THE ZONE OF INFLUENCE, THE INITIAL BACKFILL SHALL BE SUITABLE ON-SITE MATERIAL APPROVED BY THE ENGINEER FOR ONLY REINFORCED CONCRETE PIPE AND DUCTILE IRON PIPE. THE INITIAL BACKFILL FOR ALL OTHER PIPES SHALL BE AASHTO NO. 57 OR NO. 67 GRANULAR PIPE EMBEDMENT.

CLASS C: CLASS C PIPE EMBEDMENT SHALL ONLY BE USED FOR DUCTILE IRON WATER MAIN, DUCTILE IRON FORCE MAINS OR AS AUTHORIZED BY THE ENGINEER. THE PIPE EMBEDMENT SHALL BE AASHTO NO. 57 OR NO. 67 GRANULAR PIPE EMBEDMENT IN ALL AREAS UNDER PAVEMENT, STRUCTURES OR WITHIN THE ZONE OF INFLUENCE. THE PIPE EMBEDMENT SHALL BE SUITABLE ON-SITE MATERIAL APPROVED BY THE ENGINEER IN ALL AREAS OUTSIDE OF PAVEMENT, STRUCTURES OR THE ZONE OF INFLUENCE. WHERE ROCK OR SHALE IS ENCOUNTERED, A MINIMUM 6-INCHES OF AASHTO NO. 57 OR NO. 67 GRANULAR PIPE BEDDING OR SAND BEDDING SHALL BE PLACED AS DIRECTED BY THE ENGINEER.

4. FINAL BACKFILL: IN ALL AREAS PARALLEL TO THE ROAD AT A MINIMUM OF 3-FEET FROM EDGE OF PAVEMENT, FINAL BACKFILL SHALL BE SUITABLE ON-SITE MATERIAL APPROVED BY THE ENGINEER. ALL AREAS UNDER PAVEMENT OR STRUCTURES SHALL BE SPECIAL BACKFILL MATERIAL.

5. SPECIFICATIONS: ALL TRENCHING, PIPE EMBEDMENT AND BACKFILL MATERIALS SHALL BE IN ACCORDANCE WITH SPECIFICATION 02300CT - EARTHWORK.

6. GEOTEXTILE FABRIC: INSTALL A GEOTEXTILE FABRIC IN ACCORDANCE WITH ODOT 712.09, TYPE A, AFTER ALL INITIAL BACKFILL CONSISTING OF AASHTO NO. 57 OR NO. 67 GRANULAR PIPE EMBEDMENT.

7. TRACER WIRE: IF REQUIRED IN THE SPECIFICATIONS, INSTALL DETECTABLE WARNING TAPE ABOVE UTILITIES, 24" BELOW FINISHED GRADE, EXCEPT 6 INCHES BELOW SUBGRADE UNDER PAVEMENT AND SLABS.

CLARIFICATIONS

1. IN ALL AREAS UNDER PAVEMENT, STRUCTURES OR WITHIN THE ZONE OF INFLUENCE, THE INITIAL BACKFILL SHALL BE AASHTO NO. 57 OR NO. 67 GRANULAR PIPE EMBEDMENT.

2. FINAL BACKFILL: IN ALL AREAS PARALLEL TO THE ROAD AT A MINIMUM OF 3-FEET FROM EDGE OF PAVEMENT, FINAL BACKFILL SHALL BE SUITABLE ON-SITE MATERIAL APPROVED BY THE ENGINEER. ALL AREAS UNDER PAVEMENT OR STRUCTURES SHALL BE SPECIAL BACKFILL MATERIAL.

3. The road crossing on the S. River Road project, plan sheet 24/24 PP-16, shall have special backfill material as final backfill from the 45-degree bend to the 22.5-degree bend.

GC/MB:mep

Enclosures

H:\2022\220544\SPEC\Addenda\Addendum 05\Addendum 05.Doc

COUNTY OF ASHTABULA OFFICIALS

COMMISSIONERS

Kathryn L. Whittington, President

J.P. Ducro IV, Vice President

Casey R. Kozlowski

ADMINISTRATION

Janet Discher, County Administrator

David J. Thomas, County Auditor

Angie Maki-Cliff, MBA, County Treasurer

Colleen M. O'Toole, Esq., Prosecuting Attorney

Doug Starkey, Director, ACDES

Timothy T. Martin, P.E., County Engineer

Lisa Hawkins, Clerk of Commissioners

ADVERTISEMENT FOR BIDS/PUBLIC NOTICE TO BIDDERS

Sealed bids will be received at the office of the Ashtabula County Board of Commissioners, 25 West Jefferson Street, Jefferson, Ohio 44047 until 2:00 p.m. on April 25, 2024 and will be opened and read immediately thereafter for the

CONTRACT A - SOUTH RIVER ROAD WATERLINE EXTENSION PHASE 1
ARC FUNDED PROJECT
WSRLA FUNDED PROJECT
OPINION OF PROBABLE CONSTRUCTION COST: $1,400,000.00
COMPLETION DATE: OCTOBER 19, 2024

CONTRACT B - BISHOP ROAD WATERLINE PHASE 1
WSRLA FUNDED PROJECT
OPINION OF PROBABLE CONSTRUCTION COST: $730,000.00
COMPLETION DATE: NOVEMBER 27, 2024

COMBINED BID
PART A – SOUTH RIVER ROAD & PART B - BISHOP ROAD WATE

The bid specifications, drawings, plan holders list, addenda, and other bid information (**but not the bid forms**) may be viewed and/or downloaded for free via the internet at https://bids.ctconsultants.com . The bidder shall be responsible to check for Addenda and obtain same from the web site.

Bids must be in accordance with drawings and specifications and on forms available from CT Consultants, Inc. at a non-refundable cost of One Hundred Fifty Dollars ($150.00). Documents may be ordered by registering and paying online at https://bids.ctconsultants.com. Please contact planroom@ctconsultants.com or call (440) 530-2395 if you encounter any problems viewing, registering or paying for the documents.

This project will be funded by the Water Supply Revolving Loan Account Program as administered by the Ohio Environmental Protection Agency and the Ohio Water Development Authority. The Contractor shall note that there are Disadvantaged Business Enterprise participation goals for this project.

This procurement is subject to the EPA policy on encouraging the participation of small business in rural areas (SBRAs).

All questions during bidding should be addressed to Georgia Conway, P.E., who can be reached at CT Consultants, Inc. at 440-530-2304.

The Bid Notice may be obtained via the internet at www.ashtabulacounty.us by clicking on "Bid Opportunities" on the left of the screen.

BY ORDER OF
ASHTABULA COUNTY COMMISSIONERS
Lisa Hawkins, Clerk of the Board

Publish: *County Website & Jefferson Gazette*
April 10, 2024

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SECTION 1
BID DOCUMENTS

INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.1 Sealed bids shall be received by the Owner at the location specified and until the time and date specified in the Advertisement for Bids/Public Notice to Bidders.

1.2 Each bid shall contain the full name and address of each person or company interested in said bid. If no other person be so interested, the Bidder shall distinctly so state the fact.

1.3 Bid forms must be completed in ink or by typewriter. Any corrections to the bid forms prior to submission must be initialed by the person signing the bid. Failure to submit any bid form(s) or other required document(s) may be cause for rejection of the bidder's bid at the sole discretion of the Owner.

1.4 Bids by Corporations must be executed in the corporate name by the President, Vice President, or other officer accompanied by evidence of authority to sign and the corporate seal must be affixed and attested by the Secretary on the Corporate Resolution form.

1.5 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.

1.6 All names must be typed or printed below the signature.

1.7 The bid shall contain an acknowledgment of receipt of all Addenda.

1.8 If a Bidder wishes to withdraw their bid prior to the opening of bids, they shall state their purpose in writing to the Owner before the time fixed for the opening, and when reached it shall be handed to them unread.

1.9 After the opening of bids, no Bidder may withdraw their bid for a period of 150 days.

PART 2 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

2.1 Before submitting a bid, each Bidder must

A. Examine the Contract Documents thoroughly.

B. Visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress, or performance of the work.

C. Familiarize themselves with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work.

D. Study and carefully correlate Bidder's observations with the Contract Documents.

2.2 Reference is made to the Specific Project Requirements for the identification of any reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by the Engineer in preparing the drawings and specifications. Owner will make copies of such reports available to any Bidder requesting them if not made available with the bid documents. These reports are not guaranteed as to accuracy or completeness; nor are they part of the Contract Documents. Before submitting their bid each Bidder will, at their own expense, make such additional investigations and tests as the Bidder may deem necessary to determine their bid for performance of the work in accordance with the time, price and other terms and conditions of the Contract Documents.

2.3 Upon request, the Owner will provide each Bidder access to the site to conduct such reasonable investigations and tests as each Bidder deems necessary for submission for their bid.

2.4 The lands upon which the work is to be performed, rights-of-way for access thereto, and other lands designated for use by Bidder in performing the work are identified on the Drawings.

2.5 The submission of a bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of this section and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

PART 3 ESTIMATED QUANTITIES

3.1 In Unit Price Contracts, the quantities of the work itemized in the bid are approximate only and the bidders are hereby notified that the estimated quantities made by the Engineer are merely for the guidance of the Owner in comparing on a uniform basis all bids received for the work.

3.2 The contract quantities, where itemized, are based on plan horizontal and vertical dimensions unless otherwise specified. It is the Contractor's responsibility to verify and determine actual quantities of materials such as pipe, pavement, subgrade, etc. in their ordering materials.

3.3 Payments, except for lump sum contracts and except for lump sum items in unit price contracts, will be made to the Contractor only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications.

3.4 The successful Bidder will be required to furnish the Owner with a complete breakdown of the lump sum bid items, to the satisfaction of the Engineer/Architect, before signing the Contract documents.

PART 4 CONTRACTOR'S QUALIFICATION

4.1 Bidder shall provide detailed information relating to similar projects completed within the past 5 years which demonstrates the bidder's capability, responsibility, experience, skill, and financial standing to undertake this type of project and shall include a list of all projects currently under construction including status and contact person.

4.2 Bidder shall own, have rental or lease agreements for, or otherwise have readily available any and all equipment and tools necessary for proper execution of the work. The Owner reserves the right to request lists of equipment or tools available for the project including sources.

4.3 Bidder shall provide pertinent information to the Owner relative to any pending suits or outstanding liens. If no information is provided by the Bidder, the Owner shall assume that any such suits or liens do not exist.

4.4 The Owner may require similar information on any or all subcontractors proposed by the Bidder.

4.5 Bids of corporations not chartered in the state in which the work will take place must be accompanied by proper certification that the corporation is authorized to do business in that state.

PART 5 SUBCONTRACTORS

5.1 The Bidder shall state on the appropriate bid form the names of all Subcontractors, Sub Consultants and other professional service providers proposed and the items of work they are to be assigned. All work not assigned to a Subcontractor shall be assumed by the Owner to be performed by the Bidder.

5.2 The Owner reserves the right to approve all subcontractors proposed by the Bidder. If the Owner, after due investigation, rejects the use of a proposed subcontractor, the apparent successful Bidder may either submit an acceptable substitution without increase in bid price or decline substitution and withdraw their bid without sacrificing their bid security. Any listed subcontractor to whom the Owner does not make written objection prior to award of contract, shall be deemed acceptable to the Owner.

5.3 Requests for changes of Subcontractor by the Bidder after the award shall be subject to the Owner's approval and shall not change the contract bid prices.

5.4 No contractor shall be required to employ any Subcontractor, person or organization against whom they have reasonable objection.

PART 6 BID REVIEW BY OWNER

6.1 The Owner reserves the right to reject any and all bids, to waive as an informality any and all irregularities, and to disregard all nonconforming, nonresponsive or conditional bids.

6.2 All extensions and totals of unit prices and quantities submitted as part of the bid shall be considered informal until verified by the Owner. All bids must be made on the forms contained herein and the bid prices must be written therein, in figures only. Unit prices shall be separately written for "Unit Price Labor," "Unit Price Material," and "Total Unit Price" for each item listed. Should an error in addition and/or multiplication be determined while checking the Contractor's math and verifying their total bid, the "Unit Price Labor" and the "Unit Price Material" figures shall govern in determining the correct "Total Unit Price" and the correct "Item Total."

6.3 Each bidder must bid on all Items, Alternates, Deductions, and Additions contained in the Bidding Forms. All bids not in conformity with this notice may be considered non-responsive and may be rejected.

6.4 More than one bid for the same work from an individual or entity under the same of different names will not be considered. Reasonable grounds for believing that that any bidder has an interest in more than one bid for the work may be cause for disqualification of that bidder and the rejection of all bids in which the bidder has an interest. A subcontractor or supplier is not a bidder, and may submit prices to multiple bidders.

6.5 In evaluating bids, the Owner may consider:

A. The qualifications and experience of the Bidder, proposed subcontractors, and principal material suppliers as outlined in the plans and specifications.

B. Financial ability and soundness of the Bidder and proposed subcontractors.

C. Completeness of all bid forms and bid requirements.

D. Alternates and unit prices requested in the Bid Forms.

E. Unit prices or schedules of values that are or appear to be unbalanced.

F. Previous contractual experience with the Owner.

G. Whether or not the bid package complies with the prescribed requirements.

H. The proposed completion date, if applicable.

I. Any other matter allowed by law or local ordinance or resolution.

6.5 Owner may conduct further investigations as they deem necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the Bidder, proposed Subcontractors, and other persons and organizations to do the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

6.6 Owner reserves the right to reject the bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

6.7 The Contract award shall be based on the lowest and best bid or lowest responsive and responsible bid (as applicable for the public contracting agency receiving bids) for the base bid and selected alternate items (if any) for this project.

PART 7 BID SECURITY

7.1 Each bid must be accompanied by a certified or cashier's check in the amount of 10% of the amount bid, an irrevocable letter of credit in the amount of 10% of the amount bid or an original bond in the amount of 100% of the amount bid per ORC 153.54 and 153.571. The certified or cashier's check, or irrevocable letter of credit shall be from a financial institution authorized to transact business in the State of Ohio and acceptable to the Owner. The bond shall be underwritten by a Surety Company authorized to transact business in the State of Ohio having an Ohio agent and listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds." The bond shall be a "Bid Guarantee and Contract Bond" ("rollover bond") per O.R.C. sections 153.54 and 153.571 submitted for the full amount of the bid **including all alternates**, if any.

If bid security is made by bond, the Bidder and their Surety shall sign the Supplemental Bond Acknowledgement form and submit with their bid.

7.2 The certified or cashier's check, irrevocable letter of credit, or bond shall be made payable to the Owner and shall serve as a guarantee that in the event the bid is accepted and a contract is awarded to the successful Bidder, the contract will be executed by the bidder including any certifications, certificates or additional bonds required by the contract.

7.3 Failure on the part of the successful Bidder to execute the contract documents will cause the certified or cashier's check, irrevocable letter of credit, or bond to be forfeited to the Owner as damages.

A. If the Owner awards the contract without rebidding, the Bidder (and the Surety on their bond if a bond was submitted) shall be liable to the Owner for a penal sum not to exceed the difference between the low bid and the next lowest bidder or 10% of the amount of the bid, whichever is less.

B. If the Owner does not award the Contract to the next lowest Bidder, but resubmits the project for bidding; the Bidder (and the Surety on their bond if a bond was submitted) shall be liable to the Owner for a penal sum not to exceed the costs in connection with the resubmission of bids or 10% of the amount of the bid, whichever is less.

7.4 Checks or letters of credit for bid security of all bidders will be returned in the manner and timeframe stipulated in the Ohio Revised Code.

PART 8 CONTRACT BOND

8.1 As security for faithful performance and payment of all obligations under the Contract, the Owner shall require and the successful Bidder shall furnish either:

A. *If submitted as Bid Security at time of bid:* "Bid Guarantee and Contract Bond" (AKA "rollover bond") per O.R.C. sections 153.54 and 153.571.

B. *If a cashier's check or irrevocable letter of credit is submitted as Bid Security at time of bid:* Contract Bond per Ohio Revised Code Sections 153.54 and 153.57, in the amount of 100% of the Contract Price. The Contractor and their Surety shall sign the Supplemental Bond Acknowledgement form and submit with the Contract forms

8.2 The bond shall be underwritten by a Surety Company authorized to transact business in the State of Ohio having an Ohio agent and listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds."

8.3 The contract bond shall cover correction of the work for the period stated in the specifications and the correction period shall start upon Final Acceptance of the entire project and final payment by the Owner.

8.4 Nothing in the performance of the Engineer's service to the Owner in connection with this project shall in any way imply any undertaking for the benefit of the successful Bidder, its subcontractor(s), or the surety of any of them.

PART 9 AWARD AND EXECUTION OF CONTRACT

9.1 After the Owner's legislative body awards the project, the successful bidder will receive the unsigned contract documents. Within 10 days after their receipt, the successful Bidder shall sign and deliver to the Owner said contract documents including any certifications, certificates, or additional bonds required by the contract.

9.2 The Owner shall execute the Contract within 150 days after the day of the bid opening. When necessary and by mutual consent between the Owner and the Successful Bidder, this 150-day period may be extended.

9.3 The date of the Owner's signature on the Contract Agreement shall be the effective contract date.

9.4 The Owner shall execute and deliver to the successful Bidder one set of fully executed contract documents.

PART 10 INSURANCE

10.1 Verification of limits for public liability, property damage, automobile, Worker's Compensation, or any other insurance required by the provisions of this Contract must be submitted to the Owner prior to execution of the Contract.

10.2 All insurance shall be endorsed so that it cannot be cancelled for non-payment of premium for 10 days or cancelled or non-renewed for any other reason in less than 30 days after a written notice of such proposed action by the insurer is given to the Owner. The cancellation clause on the Certificate(s) of Insurance shall read as specified in the Supplementary Conditions and failure to submit an insurance certificate and/or policy endorsement verifying same shall be reason for the Owner to consider the Contractor non-responsive in complying with the requirements for contract execution and may be cause for forfeiture of the Bid Security to Owner.

10.3 The Contractor's Liability Insurance policy(s) shall be endorsed such that limits are on a Per Project basis.

10.4 The Contractor shall also provide an Owner's and Contractor's Protective Policy.

PART 11 NON-COLLUSION AFFIDAVIT

11.1 Collusion between bidders will be cause for rejection of affected bids and may be cause for rejection of all bids. Multiple bids submitted by one bidder under the same name or different names, whether as an individual, firm, partnership, corporation, profit or non-profit, affiliate, or association will be cause for rejection of bids. A subcontractor is not a bidder, and may submit prices to multiple bidders.

11.2 All bidders shall submit an affidavit that their bid is genuine and not collusive or sham; 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 bidder or person shall refrain from bidding; that such bidder 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; that such bidder is the only party (or parties) who has an interest with the bidder in the profits of any contract which may result from the herein contained proposal; that no individual affiliated with the Owner, including but not limited to the head of any department, any employee, or any other official or officer of the Owner, is or will be directly or indirectly interested in this bid, and/or the profits from this bid if successful; that no individual affiliated with the Owner, including but not limited to the head of any department, any employee, or any other official or officer of the Owner, has or will receive anything of value as a result of the submission of this bid or its award; that no individual affiliated with the Owner, including but not limited to the head of any department, any employee, or any other official or officer of the Owner, has been solicited to provide assistance and/or provided assistance to the bidder which might give the bidder a competitive advantage or circumvent the competitive bidding process; and that all statements contained in said proposal 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 association or to any member or agent thereof.

11.3 Each bid must be accompanied by a completed Noncollusion Affidavit provided within the contract documents.

11.4 Where there is reason to believe collusion or combination among bidders exists, the Owner reserves the right to reject the bid of those concerned.

PART 12 DELINQUENT PERSONAL PROPERTY STATEMENT

12.1 Included with the contract documents is a Delinquent Personal Property Statement to be filled out by the successful Bidder.

12.2 The statement shall be sent to both the County Auditor and the County Treasurer. A signed copy shall remain in the contract documents as well.

PART 13 ORIGINAL DOCUMENTS

13.1 All bid forms, contract forms, bonds and any other bid documents or contract documents requiring signatures shall be submitted with original signatures. No photo copies or faxed copies of signed documents shall be accepted.

PART 14 ADDENDA

14.1 The bidder shall be responsible to obtain Addenda from the web at https://bids.ctconsultants.com .

END OF SECTION 04/28/22

PRICES TO INCLUDE

PART 1 – GENERAL

Any work shown on the plans or required in the specification but not paid for separately as a bid item shall be included in the cost of other bid items. The amount bid shall include the following:

1.1 All labor, materials, tools, equipment, and transportation necessary for the proper execution of the work in accordance with the Contract Documents.

1.2 All assistance required by the Engineer to verify compliance with the Contract Documents, including measuring for final pay quantities.

1.3 Project coordination and scheduling.

1.4 Detailed breakdown of lump sum bid items as requested by the Engineer.

1.5 All provisions necessary to protect workmen, the general public and property along the work in accordance with the Contract Documents and OSHA requirements.

1.6 Protection and/or replacement of existing property corner monuments.

1.7 Record drawings of the installed location elevations of all underground electrical conduit, gas lines, cable, waterlines, service connections, sewers, tees, wyes, laterals, etc.

1.8 Reimbursement to Owner for costs for re-inspection or re-testing of any work not installed in compliance with the Contract Documents.

1.9 Construction staking of the improvements performed by licensed Ohio Professional Surveyor.

1.10 All provisions included as described or implied in this Prices to Include Section for each Bid Item listed.

1.11 Material testing.

1.12 Completion and execution of all work shown, specified, or implied regardless of specific mention of such work in this section herein. Costs for all work items not specifically mentioned herein shall be included in the related items bid.

PART 2 – ITEMS

All work proposed by this contract shall be quantified and paid for in accordance with the pertinent O.D.O.T specification except as specifically altered by other provisions of this contract.

2.1 (SPC) PRE-CONSTRUCTION VIDEO DOCUMENTATION, AS PER PLAN

Basis of Payment

The lump sum price shall include costs associated with hiring a professional video DVD firm to document in detail the existing surface conditions of the entire work area and potential disturbed areas and submitting two (2) copies of a high quality DVD with audio commentary and video log. The lump sum shall be full compensation for furnishing all labor, equipment and materials as

detailed in the specifications. The lump sum price shall be included for payment in the monthly progress estimate after the pre-construction videotapes have been delivered and approved.

2.2 (SPC) BONDS AND INSURANCES, AS PER PLAN

Basis of Payment

A "Bonds and Insurances" item (including "Owner/Contractor Protective Policy," "All Risk Builder's Risk Insurance," and/or "Installation Floater Insurance", and/or endorsements to fully comply with all contract requirements) has been included in the bid proposal.

2.3 TYPE C PAVEMENT REPLACEMENT (ASPHALT), ROADWAY, AS PER PLAN

Method of Measurement

The method of measurement shall be as per ODOT 253 as applicable with the exception that lengths used for calculation of each individual repair area shall not exceed the width and length indicated on the drawings.

Basis of Payment

The basis of payment shall be as per ODOT 253 as applicable with the following additions:

The unit price shall also include saw cutting; integral or non-integral curb removal; integral curb replacement; furnishing, installation, maintenance, removal, and disposal of temporary road materials or temporary pavement courses; preparation for permanent pavement courses; and any additional expenses for cold weather protection.

2.4 (638) WATERLINE CONSTRUCTION, AS PER PLAN

Method of Measurement

The method of measurement shall be as per ODOT Item 638 and as detailed in the plans.

Basis of Payment

The basis of payment shall be as per ODOT Item 638 with the following additions; the unit price shall also include rock excavation, all necessary pipe fittings, bends, specials, branches, plugs, bulkheads, backfilling as specified, blow off and sampling assemblies as needed or directed; chlorination, chlorination sampling and testing, bacteria sampling and testing, zinc anode caps for all bolts; joint restraint; blow off assemblies as needed or directed; furnishing, installing and operation necessary pumps, pipes and appurtenances necessary for trench dewatering; support protection, relocation and/or replacement of all existing utilities (sanitary force mains, storm and sanitary sewers, culverts, gas lines, curb drains, catch basins, underground conduit, wires, cables, utility poles, signs, etc.); excavating sanitary laterals and utilities in advance of waterline to determine depth in order to install waterline at specified vertical offset from utilities; installing and maintaining temporary traffic surface in paved areas; maintenance, removal and replacement of all signs, mailboxes, paper boxes, fences, guardrails, or other structures; regrading of ditches

and/or swales; and the furnishing of all labor, materials, tools and appurtenances necessary to complete the work as specified or as shown.

2.5 (638) GATE VALVE AND VALVE BOX, AS PER PLAN

Method of Measurement

The quantity to be paid shall be the number each of valve and box installed per the plans and specifications.

Basis of Payment

The unit price shall include each valve and valve box set to finish grade, where shown on the plans and as specified, installed complete including excavation regardless of soil or rock type, backfill per typical trench details, testing, and furnishing all labor, materials, tools, and appurtenances necessary to complete the work as specified or as shown.

2.6 (638) 6-INCH FIRE HYDRANT ASSEMBLY, INCLUDING 6 INCH VALVE AND VALVE BOX, TYPE A OR B, AS PER PLAN

Method of Measurement

The quantity to be paid shall be as per ODOT 638.

Basis of Payment

The basis of payment shall be as per ODOT 638 with the following additions: The unit price shall also include the hydrant tee branch with restrained fittings and nipples, nuts and bolts with zinc anode caps, gate valve, valve box, earth and/or rock excavation, clearing and grubbing, setting hydrant to finished grade including furnishing and placing hydrant extensions as required, removal and disposal of all surplus and unsuitable material, furnishing and placing the specified bedding and backfill, blocking, concrete, protection and/or possible relocation of all other existing utilities and repaired, if damaged by the Contractor, and grass restoration.

2.7 SEEDING AND MULCHING

Method of Measurement

The quantity to be paid shall be the number of square yards installed per the plans and specifications measured and calculated for actual disturbed areas restored within the pay limits.

Basis of Payment

The unit price shall include furnishing and placement of topsoil, testing of topsoil, finish grading, seed, fertilizers, lime, water, maintenance, mowing, and all else necessary to establish a grass turf over all disturbed areas to be grassed.

2.8 EROSION CONTROL, AS PER PLAN

Basis of Payment

The lump sum price shall include any and all labor, equipment, and materials including but not limited to straw bales, silt fence, check dams, silt ponds, and temporary seeding to provide sediment and erosion control commensurate with the Contractor's means, methods, work schedule, and in accordance with plan details and specifications, if any.

CONTRACT A ONLY:

2.9 CONNECT NEW WATER MAIN TO EXISTING WATER MAIN, AS PER PLAN

Measurement

The quantity to be paid shall be the number of locations the new pipe is connected to the existing pipe without a tapping sleeve and valve or cut-in cross with the specified fittings as needed.

Basis of Payment

The unit price shall be full compensation for each connection made including, but not limited to: earth and/or rock excavation, backfill, disposal of surplus material, furnishing and installing joint material, exploratory excavations to verify existing pipe and fitting location, size and types, thrust blocking, joint restraints, tees, bends, reducers, adapters, plugs, caps, and all other necessary fittings, saw cutting pipe, removal of existing caps or plugs and making connections as required, hypochlorite swabbing, joint restrains, thrust blocking, removal, and furnishing all labor, tools, materials and appliances necessary to complete the work as specified or as shown.

Bid Forms

Contract A

Klinginsmith Enterprises, Inc.

FORM OF NONCOLLUSION AFFIDAVIT

STATE OF Pennsylvania)
) SS
COUNTY OF Crawford)

Daniel Dawson, being first duly sworn, deposes and says that
(Individual Name)

he/she is Vice President of Klingensmith Enterprises Inc.
(Sole Owner, Partner, President, Secretary, etc.) (Corporation Name)

the party making the proposal or bid; that such bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly with any Bidder or other person, to put in a sham bid, or that such Bidder or 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 interested in the proposed Contract; that such bidder is the only party (or parties) who has an interest with the bidder in the profits of any contract which may result from the herein contained proposal; that no individual affiliated with the Owner, including but not limited to the head of any department, any employee, or any other official or officer of the Owner, is or will be directly or indirectly interested in this bid, and/or the profits from this bid if successful; that no individual affiliated with the Owner, including but not limited to the head of any department, any employee, or any other official or officer of the Owner, has or will receive anything of value as a result of the submission of this bid or its award; that no individual affiliated with the Owner, including but not limited to the head of any department, any employee, or any other official or officer of the Owner, has been solicited to provide assistance and/or provided assistance to the bidder which might give the bidder a competitive advantage or circumvent the competitive bidding process; 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 association or to any member or agent thereof.

Daniel B. Dawson
Affiant

Subscribed and sworn to before me this 19th day of April, 2024.

Alyssa Ferguson
Notary Public

My Commission Expires: March 8, 2025

Commonwealth of Pennsylvania - Notary Seal
Alyssa Ferguson, Notary Public
Crawford County
My commission expires March 8, 2025
Commission number 1275214
Member, Pennsylvania Association of Notaries

CORPORATE RESOLUTION

I, Alyssa Ferguson (Individual Name),

Secretary of Klinginsmith Enterprises (Corporation Name) an PA (State) Corporation hereby certify that the Board of Directors of said Corporation on the 17th day of August, 20 20, adopted a resolution authorizing the Vice President (Corporation Title, i.e., President, Vice President, etc.) of this Company, namely, Daniel Dawson (Individual Name), to sign bid proposals, sign and enter into any and all contracts and other instruments, sign and/or authorize bid guaranty and performance bonds for the purpose of furnishing labor and materials at such price and upon such terms and conditions, including any amendments or modifications thereto, as said Vice President (Corporation Title, i.e., President, Vice President, etc.) in their sole discretion shall deem best, and that said actions shall be binding upon the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Connealtlake (City), PA (State) this 19th day of April, 2024 and I further certify that said resolution is still in full force and effect.

Alyssa Ferguson
Corporate Secretary

PROPOSED SUBCONTRACTORS

The Bidder is required to state in the spaces provided below, the Subcontractors they propose to use to accomplish the work under this Contract. The items and specific amounts of work assigned to each listed Subcontractor shall also be outlined. Duplicate this sheet as needed.

1. Name: N/A

   Address: _____

   City/State/Zip: _____

   Description: _____

   _____

   Phone: ( ) _____ Amount: $ _____ % of Contract: _____

   EIN# _____ Unique Entity ID# _____ CAGE CODE _____

2. Name: _____

   Address: _____

   City/State/Zip: _____

   Description: _____

   _____

   Phone: ( ) _____ Amount: $ _____ % of Contract: _____

   EIN# _____ Unique Entity ID# _____ CAGE CODE _____

3. Name: _____

   Address: _____

   City/State/Zip: _____

   Description: _____

   _____

   Phone: ( ) _____ Amount: $ _____ % of Contract: _____

   EIN# _____ Unique Entity ID# _____ CAGE CODE _____

4. Name: _____

   Address: _____

   City/State/Zip: _____

   Description: _____

   _____

   Phone: ( ) _____ Amount: $ _____ % of Contract: _____

   EIN# _____ Unique Entity ID# _____ CAGE CODE _____

Klinginsmith Enterprises, Inc.

Utility Line Contracting - Water & Sewer
Petroleum / Environmental Services
Site Development - Excavating & Construction

Principal Members Background and Experience

Dan Dawson – Estimator/ VP
45 years experience
dandawson59@outlook.com

Alyssa Ferguson – Office Manager / Secretary/Treasurer
12 years experience
lysa1006@gmail.com

Mike Gillette – Site Supervisor/Operator
36 years experience

Ronald Rendulic – Operator
40 years experience

PO Box 5135
12984 Sportsman Road
Conneaut Lake, Pa. 16316
Phone (814) 382-4818
Fax (814) 382-2377

Klinginsmith Enterprises, Inc.

Utility Line Contracting - Water & Sewer
Petroleum / Environmental Services
Site Development - Excavating & Construction

Recent Completed Contracts

Roche Park Force Main Replacement ($149,390)
Owner: Vernon Township
Engineer: Greenman-Pedersen Inc. (814) 725-8659
Completion: July 2019

Gabreski Waterline Replacement Project ($100,845)
Owner: Cornplanter Township
Engineer: Stifler McGraw (814) 775-0309
Completion: July 2019

Elm Street Waterline Replacement Project Phase 1 ($217,661)
Owner: Tionesta Borough
Engineer: E&M Engineers (814) 362-5546
Completion: August 2019

Elm Street Waterline Replacement Project Phase 2 ($142,000)
Owner: Tionesta Borough
Engineer: E&M Engineers (814) 362-5546
Completion: August 2019

East Lake Road, Irvine Dr. to Bartlett Rd Water Main Replacement ($1,019,175.49)
Owner: Erie Water Works
Engineer: KLH Engineers (412) 494-0510
Completion: August 2019

McKees Lane Sanitary Force Main ($557,450.10)
Owner: City of Niles, OH
Engineer: MS Consultants (330) 744-5321
Completion: May 2020

2019 Water System Improvements
Owner: Meadville Area Water Authority
Engineer: Gannett Fleming (724) 269-5168
Completion: May 2020

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Fax (814) 382-2377

Klinginsmith Enterprises, Inc.
Utility Line Contracting - Water & Sewer
Petroleum / Environmental Services
Site Development - Excavating & Construction

Belmont Park Sanitary Sewer Improvement Project ($383,962.95)
Owner: Trumbull County, OH
Engineer: Lynn, Kittinger, & Nobel, Inc. (330) 373-1244
Completion: June 2020

MACL Middle School Pump Station ($55,000)
Owner: Municipal Authority of Conneaut Lake
Engineer: Deiss and Halmi (814) 734-3640
Completion: May 2021

Elm Street Waterline Replacement Project Phase 3 ($135,609.55)
Owner: Tionesta Borough
Engineer: E&M Engineers (814) 362-5546
Completion: May 2021

Staley Road Lift Station ($187,500)
Owner: Village of Orwell
Engineer: Smolen Engineering (440) 576-0505
Completion: June 2021

Russik Drive Pump Station ($181,517.25)
Owner: Village of Andover
Engineer: Smolen Engineering (440) 576-0505
Completion: February 2022

Aberdeen Ave, Lancaster Road, and Amherst Road Water Main Replacements ($797,311.35)
Owner: Erie Water Works
Engineer: KLH Engineers (412) 494-0510
Completion: June 2022

Hampshire Rd and Sterrettania Road Waterline Replacement ($1,325,008)
Owner: Erie Water Works
Engineer: KLH Engineers (412) 494-0510
Completion: December 2022

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Fax (814) 382-2377

Miller Ave Waterline Replacement ($110,279)
Owner: Fairview Water and Sewer Authority
Engineer: Mark Corey and Associates (814) 897-3180
Completion: July 2022

2019 Water System Improvements (ADD ONS 2022) ($52,175.00)
Owner: Meadville Area Water Authority
Engineer: Gannett Fleming (724) 269-5168
Completion: August 2022

W. Main Street (Rt 20) Waterline Replacement Phase II ($518,585)
Owner: City of Conneaut, OH
Engineer: CT Consultants (440) 951-9000
Completion: December 2022

Palmer Shores Water Association ($296,357)
Owner: Palmer City Water Association
Engineer: Deiss and Halmi (814) 734-3640
Completion: February 2023

White Swan Woods Subdivision Waterline Replacement ($193,187)
Owner: Fairview Water and Sewer Authority
Engineer: Deiss and Halmi Engineering
Completion: April 2023

1st Street Sanitary Sewer ($125,000)
Owner: North and South Shenango Joint Municipal Authority
Engineer: Rabell Surveying and Engineering
Completion: June 2023

Center Street Stormwater Improvements ($144,999)
Owner: Clarendon Borough
Engineer: E & M Engineers
Completion: August 2023

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Fax (814) 382-2377

Homestead/Wallace Waterline Extension ($368,914)
Owner: Linesville Borough
Engineer: Rabell Surveying and Engineering
Completion: July 2023

Geneva State Park Lodge Emergency Water Main Replacement ($116,752)
Owner: Ashtabula County
Engineer: Ashtabula County
Completion: April 2024

Rt 307 and College Street Waterline Replacement ($1,151,656.20)
Owner: Ashtabula County
Engineer: CT Consultants
Completion: Anticipated April 2024

Sanitary Siphon Replacement ($349,950)
Owner: Village of Geneva on the Lake
Engineer: CT Consultants
Completion: Anticipated April 2024

Force Main Replacement LS7 Moraine State Park ($239,000)
Owner: Pennsylvania DCNR
Engineer: PA Bureau of Facility Design and Construction
Completion: Anticipated July 2024

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Fax (814) 382-2377

RESOLUTION OF
KLINGINSMITH ENTERPRISES INC.

RESOLVED that Alyssa R. Ferguson, Secretary and Treasurer of Klinginsmith Enterprises Inc. is hereby AUTHORIZED and APPROVED to execute any and all corporate documents including, but not limited to, bid documents, Powers of Attorney, Construction Documents, Titles to Corporate Vehicles, Registrations, and Contracts and that Alyssa R. Ferguson's signature as Secretary and Treasurer is hereby approved in all respects by the Corporation.

It is further RESOLVED that Alyssa R. Ferguson, Secretary and Treasurer of Klinginsmith Enterprises Inc. is hereby AUTHORIZED and APPROVED to take all actions necessary with all utility companies and credit card companies on behalf of Klinginsmith Enterprises Inc. and to make any and all changes or modifications as may be necessary and that Alyssa R. Ferguson's signature on any such documents as Secretary and Treasurer is hereby APPROVED in all respects by the corporation.

It is further RESOLVED that Daniel Dawson, Vice President of Klinginsmith Enterprises Inc., is hereby AUTHORIZED and APPROVED to take all actions necessary and to execute any documents necessary on behalf of the Corporation including but not limited to the submission of bids and Corporation documents necessary for the continuation of business.

RESOLVED this 17th day of August 2020.

ATTEST:

Alyssa R. Ferguson, Secretary/Treasurer

Klinginsmith Enterprises Inc.

By: Barbara Klinginsmith

Barbara Klinginsmith, President

BIDDER'S INSURANCE AGENT'S AFFIDAVIT

PROJECT: South River Road Waterline Extension Phase 1 & Bishop Road Waterline Phase 1

OWNER: Ashtabula County Board of Commissioners

I, Darla Kerr (Insurance Agent's Name), Agent (Title), first being duly sworn do state the following:

(a) that I have reviewed the insurance requirements in the bid documents and have noted therein the requirements on insurance including any policy modifications, cancellation and non-renewal provisions, and any additional policies or endorsements needed;

(b) that I am familiar with the insurance that Klinginsmith Enterprises, Inc. (Bidder's Company Name) has in force, and that its insurance meets the contract insurance requirements or that it can be amended or endorsed to meet the contract insurance requirements (with standard industry exclusions) until the current policy expiration or until cancelled with notice per the specifications or additional policies and/or endorsements can be provided to the Contractor;

(c) that all additional policies and/or endorsements required in the specifications are available;

(d) that if an award of contract is made to the Bidder an insurance certificate(s) [most current version ACORD 25] and/or binder(s) which fully complies with all insurance requirements in the contract will be issued within three (3) business days of notification from the contractor and the contractor approving any additional policies or endorsements needed to fully comply with the insurance requirements in the contract;

(e) that I have advised my client of the cost of all additional policies, amendments, and/or endorsements so that he can include same in their bid;

(f) that the cancellation clause in the policy meets the specifications or that it can be amended by an endorsement;

(g) that this document neither affirmatively or negatively amends, extends or alters the terms of or coverage afforded by the policy referenced herein.

Further, Affiant sayeth naught.

(Agent's Signature)

Darla Kerr
(Agent's Name)

4/17/2024
Date

M & M Insurance Group, Inc.
Agency Name

2540 New Butler Road / Suite 102
Agency Address

New Castle, PA 16101
Agency City, State and Zip Code

(724) 658-7713 (Phone) _____ (Fax)

darla@mm-insurance.com
(E-mail)

SUPPLEMENTAL BOND ACKNOWLEDGEMENT

(This is not a Bond form)

PROJECT: South River Road Waterline Extension Phase 1 & Bishop Road Waterline Phase 1

OWNER: Ashtabula County Board of Commissioners

If the bidder submits a Bid Guaranty and Contract Bond (AKA Rollover or Bid/ Performance/ Payment/ Warranty Bond) per O.R.C. Sections 153.54 and 153.571 the following shall be completed, signed, and submitted with the bid:

By submission of the attached bid and these presents, the undersigned bidder and their surety hereby acknowledge that the attached Bond shall cover and warrant all work for the correction period per the General Conditions and as supplemented or amended elsewhere in these Contract Documents, which period is two (2) years commencing on the final acceptance of the work by Owner. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the project or part of the project is located.

	BIDDER		**SURETY**
BIDDER:	Klinginsmith Enterprises, Inc.	SURETY:	Pennsylvania National Mutual Casualty Insurance Company
SIGNATURE:	Daniel Dawson	SIGNATURE:	
NAME:	Daniel Dawson	NAME:	Russell W. Gibson
TITLE:	Vice President	TITLE:	Attorney-in-Fact
DATE:	April 25, 2024	DATE:	April 25, 2024
PHONE NO.:	216-789-9565	PHONE NO.:	(717) 234-4941

*Attach Power of Attorney

If the Bidder submits a Certified or Cashier's check, Irrevocable Letter of Credit and is awarded a contract by the Owner, the following shall be completed, signed, and submitted with the Contract Bond (AKA Performance/Payment/Warranty Bond) per ORC Sections 153.54 and 153.57.

By signature of the attached Contract and these presents the undersigned contractor and their surety acknowledge that the attached Bond shall cover and warrant all work for the correction period per the General Conditions and as supplemented or amended elsewhere in these Contract Documents, which period is two (2) years commencing on the final acceptance of the work by Owner. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the project or part of the project is located.

	BIDDER		**SURETY**
BIDDER:		SURETY:	
SIGNATURE:		SIGNATURE:	
NAME:		NAME:	
TITLE:		TITLE:	
DATE:		DATE:	
PHONE NO.:		PHONE NO.:	

*Attach Power of Attorney

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY
Harrisburg, Pennsylvania

0496

POWER OF ATTORNEY

Know All Men By these Presents, That PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint RUSSELL W. GIBSON AND CHRISTINE L. EISENREICH , ALL OF WEXFORD, PENNSYLVANIA (EACH) its true and lawful Attorney(s)-in-Fact to make, execute, seal and deliver for and on its behalf, as surety, as its act and deed:

ANY AND ALL BONDS AND UNDERTAKINGS PROVIDED THE AMOUNT OF NO ONE BOND OR UNDERTAKING EXCEEDS THE SUM OF FOUR MILLION DOLLARS - - - - - - - - - - - - - - ($4,000,000.00) ALL POWER AND AUTHORITY HEREBY CONFERRED SHALL HEREBY EXPIRE AND TERMINATE WITHOUT NOTICE AT MIDNIGHT ON JUNE 30, 2024, AS RESPECTS EXECUTION SUBSEQUENT THERETO.

And the execution of such bonds in pursuance of these presents shall be as binding upon said Company as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Harrisburg, Pennsylvania, in their own proper persons.

This appointment is made by and under the authorization of a resolution adopted by the Board of Directors of the Company on October 24, 1973 at Harrisburg, Pennsylvania which is shown below and is now in full force and effect.

> RESOLVED, that (1) the President, any Vice President, the Secretary, or any Department Secretary shall have power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Company, and affix the Company's seal thereto, bonds, undertakings, recognizance's, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any of such Officers of the Company may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Company; and (3) the signature of any such Officer or of any Assistant Secretary or Department Assistant Secretary and the Company seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such Officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof: PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY has caused these presents to be signed and its corporate seal to be hereto affixed on June 27, 2014.

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY

Mark Fitzgerald, Vice President - Surety

Commonwealth of Pennsylvania, County of Dauphin – ss:

On June 27, 2014, before me appeared Mark Fitzgerald to me personally known, who being by me duly sworn, did say that he resides in the New Jersey, that he is the Vice President – Surety of PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, that he is the individual described in and who executed the preceding instrument, and that the seal affixed to said instrument is the corporate seal of said Company, and that said instrument was signed and sealed on behalf of said Company by authority and direction of said Company, and the said office acknowledged said instrument to be the free act and deed of said Company.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Traci A Kimmich, Notary Public
City Of Harrisburg, Dauphin County
My Commission Expires Oct 31, 2016
Member, Pennsylvania Association of Notaries

Traci A. Kimmich
Notary Public

I, Mark Fitzgerald, Vice President – Surety of the PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by the said Company, which is still in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said Company on April 25, 2024.

Vice President - Surety

Document 00 43 13 - Bid Security Form
State of Ohio Standard Requirements for Public Facility Construction

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

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____
Klinginsmith Enterprises, Inc., as Principal,
and Pennsylvania National Mutual Casualty Insurance Company as Sureties,
are hereby held and firmly bound unto Ashtabula County Board of Commissioners
_____ as Obligee(s), in the penal sum of the dollar amount of the Bid submitted by the Principal
to the Obligee on May 2, 2024 (date) to undertake the Project known as:

Project Number: _____

Project Name: South River Road Waterline Extension Phase 1

Contract Description: Site Work
(e.g., General Trades, Plumbing, HVAC, Electrical)

The penal sum, referred to herein, shall be the dollar amount of the Principal's Bid to the Obligee, incorporating any additive alternate Bids made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of dollars ($_____). (If the preceding line is left blank, the penal sum will be the full amount of the Principal's Bid, including add alternates. Alternatively, if completed, the amount stated shall 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 for the above referenced Project;

NOW, THEREFORE, if the Obligee accepts the Bid of the Principal, and the Principal fails to enter into a proper contract in accordance with the Bid, Plans, Specifications, details, and bills of material; and in the event the Principal pays to the Obligee the difference, not to exceed ten percent of the penal sum hereof between the amount specified in the Bid and such larger amount for which the Obligee may in good faith contract with the Bidder determined by the Obligee to be the next lowest responsive and responsible to perform the Work covered by the Bid; or in the event the Obligee does not award the Contract to such next lowest responsive and responsible Bidder and resubmits the Project for bidding, the Principal pays to the Obligee the difference not to exceed ten percent of the penal sum hereof between the amount specified in the Bid, or the costs, in connection with the resubmission, of printing new Contract Documents, required advertising and printing and mailing notices to prospective Bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the Bid of the Principal, and the Principal, within 10 days after the awarding of the Contract, enters into a proper contract and executes the Agreement Form in accordance with the Contract Documents, including without limitation the Bid, Plans, Specifications, details, and bills of material, which said Contract is made a part of this Bond the same as though set forth herein; and

NOW ALSO, IF THE SAID Principal shall well and faithfully perform each and every condition of such Contract; and indemnify the Obligee against all damage suffered by failure to perform such Contract according to the provisions thereof and in accordance with the Contract Documents, including without limitation Plans, Specifications, details, and bills of material therefore; and shall pay all lawful claims of Subcontractors, Material Suppliers and laborers for labor performed and materials furnished in the carrying forward, performing or completing of said Contract; we, agreeing and assenting that this undertaking shall be for the benefit of any Subcontractor, Material Suppliers or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being

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

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

SIGNED AND SEALED this 2nd day of May, 2024.

PRINCIPAL: Klinginsmith Enterprises, Inc.

x Daniel Dawson

By: Daniel Dawson

Title: Vice President

SURETY: Pennsylvania National Mutual Casualty Insurance Company

x

By: Russell W. Gibson
Attorney-in-Fact

SURETY INFORMATION:

Two North 2nd Street
Street

Harrisburg PA 17101
City State Zip

(717) 234-4941
Telephone Number

SURETY AGENT'S INFORMATION:

Penn Western Bonding, LLC
Agency Name

285 Pine Creek Road
Street

Wexford PA
City State Zip

(888) 974-7775
Telephone Number

END OF DOCUMENT

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY
Harrisburg, Pennsylvania

0496

POWER OF ATTORNEY

Know All Men By these Presents, That PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint RUSSELL W. GIBSON AND CHRISTINE L. EISENREICH , ALL OF WEXFORD, PENNSYLVANIA (EACH) its true and lawful Attorney(s)-in-Fact to make, execute, seal and deliver for and on its behalf, as surety, as its act and deed:

ANY AND ALL BONDS AND UNDERTAKINGS PROVIDED THE AMOUNT OF NO ONE BOND OR UNDERTAKING EXCEEDS THE SUM OF FOUR MILLION DOLLARS - - - - - - - - - - - - - - ($4,000,000.00) ALL POWER AND AUTHORITY HEREBY CONFERRED SHALL HEREBY EXPIRE AND TERMINATE WITHOUT NOTICE AT MIDNIGHT ON JUNE 30, 2024, AS RESPECTS EXECUTION SUBSEQUENT THERETO.

And the execution of such bonds in pursuance of these presents shall be as binding upon said Company as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Harrisburg, Pennsylvania, in their own proper persons.

This appointment is made by and under the authorization of a resolution adopted by the Board of Directors of the Company on October 24, 1973 at Harrisburg, Pennsylvania which is shown below and is now in full force and effect.

> RESOLVED, that (1) the President, any Vice President, the Secretary, or any Department Secretary shall have power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Company, and affix the Company's seal thereto, bonds, undertakings, recognizance's, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any of such Officers of the Company may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Company; and (3) the signature of any such Officer or of any Assistant Secretary or Department Assistant Secretary and the Company seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such Officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof: PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY has caused these presents to be signed and its corporate seal to be hereto affixed on June 27, 2014.

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY

Mark Fitzgerald, Vice President - Surety

Commonwealth of Pennsylvania, County of Dauphin – ss:

On June 27, 2014, before me appeared Mark Fitzgerald to me personally known, who being by me duly sworn, did say that he resides in the New Jersey, that he is the Vice President – Surety of PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, that he is the individual described in and who executed the preceding instrument, and that the seal affixed to said instrument is the corporate seal of said Company, and that said instrument was signed and sealed on behalf of said Company by authority and direction of said Company, and the said office acknowledged said instrument to be the free act and deed of said Company.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Traci A Kimmich, Notary Public
City Of Harrisburg, Dauphin County
My Commission Expires Oct 31, 2016
Member, Pennsylvania Association of Notaries

Traci A. Kimmich
Notary Public

I, Mark Fitzgerald, Vice President – Surety of the PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by the said Company, which is still in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said Company on May 2, 2024.

Vice President - Surety

78-190e (Rev 10/2012)

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus,Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance

Issued 03/25/2024
Effective 04/02/2024
Expires 04/01/2025

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE CO

of Pennsylvania is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health
Aircraft
Allied Lines
Boiler & Machinery
Burglary & Theft
Commercial Auto - Liability
Commercial Auto - No Fault
Commercial Auto - Physical Damage
Earthquake
Fidelity
Fire
Glass
Inland Marine
Multiple Peril - Commercial
Multiple Peril - Homeowners
Ocean Marine
Other Liability
Private Passenger Auto - Liability
Private Passenger Auto - No Fault
Private Passenger Auto - Physical Damage
Surety
Workers Compensation

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE CO certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of $1,493,921,725, liabilities in the amount of $710,969,364, and surplus of at least $782,952,361.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director

PENNSYLVANIA NATIONAL MUTUAL
CASUALTY INSURANCE COMPANY,
PENN NATIONAL SECURITY INSURANCE COMPANY
AND FOUNDERS INSURANCE COMPANY

2023 ANNUAL REPORT

CONSOLIDATED STATUTORY BALANCE SHEET
AT DECEMBER 31, 2023

ADMITTED ASSETS	
Investments:	
Bonds	$1,443,266,044
Stocks	226,767,578
Real estate - occupied	21,870,886
Other invested assets	1,472,500
Receivables for securities sold	19,111
Cash, cash equivalents and short-term investments	62,195,370
Total cash, cash equivalents and investments	1,755,591,489
Agents' balances and uncollected premiums	264,582,278
Investment income due and accrued	10,988,326
Amounts recoverable from reinsurers	4,720,050
Deferred income taxes	10,640,377
Other assets	18,977,273
Total admitted assets	$2,065,499,793
LIABILITIES	
Reserves for losses and loss adjustment expenses	$ 756,179,559
Unearned premiums	409,633,441
Premium taxes and other expenses	22,806,656
Drafts outstanding	599,022
Other liabilities	66,780,956
Total liabilities	1,255,999,634
POLICYHOLDERS' SURPLUS	
Surplus notes	29,500,000
Unassigned surplus	780,000,159
Total policyholders' surplus	809,500,159
Total liabilities and policyholders' surplus	$2,065,499,793

Commonwealth of Pennsylvania
County of Dauphin

We, Jacquelyn M. Anderson, Treasurer, and Karen C. Yarrish, Secretary, respectively of PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, PENN NATIONAL SECURITY INSURANCE COMPANY AND FOUNDERS INSURANCE COMPANY, do hereby certify that the foregoing is a true statement of the financial condition of said companies as of December 31, 2023.

Jacquelyn M. Anderson
Treasurer

Karen C. Yarrish
Secretary

Subscribed and sworn to before me this 26th day of March, 2024.

Shauna Thames
Notary Public

Commonwealth of Pennsylvania - Notary Seal
Shauna Thames, Notary Public
Dauphin County
My commission expires March 22, 2027
Commission number 1348732
Member, Pennsylvania Association of Notaries

Document 00 43 13 - Bid Security Form
State of Ohio Standard Requirements for Public Facility Construction

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

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned Klinginsmith Enterprises, Inc., as Principal, and Pennsylvania National Mutual Casualty Insurance Company as Sureties, are hereby held and firmly bound unto Ashtabula County Board of Commissioners as Obligee(s), in the penal sum of the dollar amount of the Bid submitted by the Principal to the Obligee on May 2, 2024 (date) to undertake the Project known as:

Project Number: _____

Project Name: Bishop Road Waterline Phase 1

Contract Description: Site Work
(e.g., General Trades, Plumbing, HVAC, Electrical)

The penal sum, referred to herein, shall be the dollar amount of the Principal's Bid to the Obligee, incorporating any additive alternate Bids made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of dollars ($_____). (If the preceding line is left blank, the penal sum will be the full amount of the Principal's Bid, including add alternates. Alternatively, if completed, the amount stated shall 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 for the above referenced Project;

NOW, THEREFORE, if the Obligee accepts the Bid of the Principal, and the Principal fails to enter into a proper contract in accordance with the Bid, Plans, Specifications, details, and bills of material; and in the event the Principal pays to the Obligee the difference, not to exceed ten percent of the penal sum hereof between the amount specified in the Bid and such larger amount for which the Obligee may in good faith contract with the Bidder determined by the Obligee to be the next lowest responsive and responsible to perform the Work covered by the Bid; or in the event the Obligee does not award the Contract to such next lowest responsive and responsible Bidder and resubmits the Project for bidding, the Principal pays to the Obligee the difference not to exceed ten percent of the penal sum hereof between the amount specified in the Bid, or the costs, in connection with the resubmission, of printing new Contract Documents, required advertising and printing and mailing notices to prospective Bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the Bid of the Principal, and the Principal, within 10 days after the awarding of the Contract, enters into a proper contract and executes the Agreement Form in accordance with the Contract Documents, including without limitation the Bid, Plans, Specifications, details, and bills of material, which said Contract is made a part of this Bond the same as though set forth herein; and

NOW ALSO, IF THE SAID Principal shall well and faithfully perform each and every condition of such Contract; and indemnify the Obligee against all damage suffered by failure to perform such Contract according to the provisions thereof and in accordance with the Contract Documents, including without limitation Plans, Specifications, details, and bills of material therefore; and shall pay all lawful claims of Subcontractors, Material Suppliers and laborers for labor performed and materials furnished in the carrying forward, performing or completing of said Contract; we, agreeing and assenting that this undertaking shall be for the benefit of any Subcontractor, Material Suppliers or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being

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

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

SIGNED AND SEALED this 2nd day of May, 2024.

PRINCIPAL: Klinginsmith Enterprises, Inc.

x Daniel Dawson

By: Daniel Dawson

Title: Vice President

SURETY: Pennsylvania National Mutual Casualty Insurance Company

x

By: Russell W. Gibson
Attorney-in-Fact

SURETY INFORMATION:

Two North 2nd Street
Street

Harrisburg PA 17101
City State Zip

(717) 234-4941
Telephone Number

SURETY AGENT'S INFORMATION:

Penn Western Bonding, LLC
Agency Name

285 Pine Creek Road
Street

Wexford PA
City State Zip

(888) 974-7775
Telephone Number

END OF DOCUMENT

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY
Harrisburg, Pennsylvania

0496

POWER OF ATTORNEY

Know All Men By these Presents, That PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint RUSSELL W. GIBSON AND CHRISTINE L. EISENREICH , ALL OF WEXFORD, PENNSYLVANIA (EACH) its true and lawful Attorney(s)-in-Fact to make, execute, seal and deliver for and on its behalf, as surety, as its act and deed:

ANY AND ALL BONDS AND UNDERTAKINGS PROVIDED THE AMOUNT OF NO ONE BOND OR UNDERTAKING EXCEEDS THE SUM OF FOUR MILLION DOLLARS - - - - - - - - - - - - - - ($4,000,000.00) ALL POWER AND AUTHORITY HEREBY CONFERRED SHALL HEREBY EXPIRE AND TERMINATE WITHOUT NOTICE AT MIDNIGHT ON JUNE 30, 2024, AS RESPECTS EXECUTION SUBSEQUENT THERETO.

And the execution of such bonds in pursuance of these presents shall be as binding upon said Company as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Harrisburg, Pennsylvania, in their own proper persons.

This appointment is made by and under the authorization of a resolution adopted by the Board of Directors of the Company on October 24, 1973 at Harrisburg, Pennsylvania which is shown below and is now in full force and effect.

> RESOLVED, that (1) the President, any Vice President, the Secretary, or any Department Secretary shall have power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Company, and affix the Company's seal thereto, bonds, undertakings, recognizance's, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any of such Officers of the Company may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-Fact with authority to execute waivers and consents on behalf of the Company; and (3) the signature of any such Officer or of any Assistant Secretary or Department Assistant Secretary and the Company seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such Officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

In Witness Whereof: PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY has caused these presents to be signed and its corporate seal to be hereto affixed on June 27, 2014.

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY

Mark Fitzgerald, Vice President - Surety

Commonwealth of Pennsylvania, County of Dauphin – ss:

On June 27, 2014, before me appeared Mark Fitzgerald to me personally known, who being by me duly sworn, did say that he resides in the New Jersey, that he is the Vice President – Surety of PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, that he is the individual described in and who executed the preceding instrument, and that the seal affixed to said instrument is the corporate seal of said Company, and that said instrument was signed and sealed on behalf of said Company by authority and direction of said Company, and the said office acknowledged said instrument to be the free act and deed of said Company.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Traci A Kimmich, Notary Public
City Of Harrisburg, Dauphin County
My Commission Expires Oct 31, 2016
Member, Pennsylvania Association of Notaries

Traci A. Kimmich
Notary Public

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In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said Company on May 2, 2024.

Vice President - Surety

Office of Risk Assessment
50 West Town Street
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Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance

Issued 03/25/2024
Effective 04/02/2024
Expires 04/01/2025

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE CO

of Pennsylvania is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

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Allied Lines
Boiler & Machinery
Burglary & Theft
Commercial Auto - Liability
Commercial Auto - No Fault
Commercial Auto - Physical Damage
Earthquake
Fidelity
Fire
Glass
Inland Marine
Multiple Peril - Commercial
Multiple Peril - Homeowners
Ocean Marine
Other Liability
Private Passenger Auto - Liability
Private Passenger Auto - No Fault
Private Passenger Auto - Physical Damage
Surety
Workers Compensation

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE CO certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of $1,493,921,725, liabilities in the amount of $710,969,364, and surplus of at least $782,952,361.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director

PENNSYLVANIA NATIONAL MUTUAL
CASUALTY INSURANCE COMPANY,
PENN NATIONAL SECURITY INSURANCE COMPANY
AND FOUNDERS INSURANCE COMPANY

2023 ANNUAL REPORT

CONSOLIDATED STATUTORY BALANCE SHEET
AT DECEMBER 31, 2023

ADMITTED ASSETS	
Investments:	
Bonds	$1,443,266,044
Stocks	226,767,578
Real estate - occupied	21,870,886
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Receivables for securities sold	19,111
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Total cash, cash equivalents and investments	1,755,591,489
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Surplus notes	29,500,000
Unassigned surplus	780,000,159
Total policyholders' surplus	809,500,159
Total liabilities and policyholders' surplus	$2,065,499,793

Commonwealth of Pennsylvania
County of Dauphin

We, Jacquelyn M. Anderson, Treasurer, and Karen C. Yarrish, Secretary, respectively of PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, PENN NATIONAL SECURITY INSURANCE COMPANY AND FOUNDERS INSURANCE COMPANY, do hereby certify that the foregoing is a true statement of the financial condition of said companies as of December 31, 2023.

Treasurer

Secretary

Subscribed and sworn to before me this 26th day of March, 2024.

Notary Public

Commonwealth of Pennsylvania - Notary Seal
Shauna Thames, Notary Public
Dauphin County
My commission expires March 22, 2027
Commission number 1348732
Member, Pennsylvania Association of Notaries

Document 00 43 13 - Bid Security Form
State of Ohio Standard Requirements for Public Facility Construction

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

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____
Klinginsmith Enterprises, Inc., as Principal,
and Pennsylvania National Mutual Casualty Insurance Company as Sureties,
are hereby held and firmly bound unto Ashtabula County Board of Commissioners
_____ as Obligee(s), in the penal sum of the dollar amount of the Bid submitted by the Principal
to the Obligee on May 2, 2024 (date) to undertake the Project known as:

Project Number: _____

Project Name: South River Road Waterline Extension Phase 1 & Bishop Road Waterline Phase 1

Contract Description: Site Work
(e.g., General Trades, Plumbing, HVAC, Electrical)

The penal sum, referred to herein, shall be the dollar amount of the Principal's Bid to the Obligee, incorporating any additive alternate Bids made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of dollars ($_____). (If the preceding line is left blank, the penal sum will be the full amount of the Principal's Bid, including add alternates. Alternatively, if completed, the amount stated shall 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 for the above referenced Project;

NOW, THEREFORE, if the Obligee accepts the Bid of the Principal, and the Principal fails to enter into a proper contract in accordance with the Bid, Plans, Specifications, details, and bills of material; and in the event the Principal pays to the Obligee the difference, not to exceed ten percent of the penal sum hereof between the amount specified in the Bid and such larger amount for which the Obligee may in good faith contract with the Bidder determined by the Obligee to be the next lowest responsive and responsible to perform the Work covered by the Bid; or in the event the Obligee does not award the Contract to such next lowest responsive and responsible Bidder and resubmits the Project for bidding, the Principal pays to the Obligee the difference not to exceed ten percent of the penal sum hereof between the amount specified in the Bid, or the costs, in connection with the resubmission, of printing new Contract Documents, required advertising and printing and mailing notices to prospective Bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the Bid of the Principal, and the Principal, within 10 days after the awarding of the Contract, enters into a proper contract and executes the Agreement Form in accordance with the Contract Documents, including without limitation the Bid, Plans, Specifications, details, and bills of material, which said Contract is made a part of this Bond the same as though set forth herein; and

NOW ALSO, IF THE SAID Principal shall well and faithfully perform each and every condition of such Contract; and indemnify the Obligee against all damage suffered by failure to perform such Contract according to the provisions thereof and in accordance with the Contract Documents, including without limitation Plans, Specifications, details, and bills of material therefore; and shall pay all lawful claims of Subcontractors, Material Suppliers and laborers for labor performed and materials furnished in the carrying forward, performing or completing of said Contract; we, agreeing and assenting that this undertaking shall be for the benefit of any Subcontractor, Material Suppliers or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being

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

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

SIGNED AND SEALED this 2nd day of May, 2024.

PRINCIPAL: Klinginsmith Enterprises, Inc.

x _____

By: Daniel Dawson

Title: Vice President

SURETY: Pennsylvania National Mutual Casualty Insurance Company

x _____

By: Russell W. Gibson
Attorney-in-Fact

SURETY INFORMATION:

Two North 2nd Street
Street

Harrisburg PA 17101
City State Zip

(717) 234-4941
Telephone Number

SURETY AGENT'S INFORMATION:

Penn Western Bonding, LLC
Agency Name

285 Pine Creek Road
Street

Wexford PA
City State Zip

(888) 974-7775
Telephone Number

END OF DOCUMENT

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY
Harrisburg, Pennsylvania

0496

POWER OF ATTORNEY

Know All Men By these Presents, That PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, does hereby make, constitute and appoint RUSSELL W. GIBSON AND CHRISTINE L. EISENREICH , ALL OF WEXFORD, PENNSYLVANIA (EACH) its true and lawful Attorney(s)-in-Fact to make, execute, seal and deliver for and on its behalf, as surety, as its act and deed:

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This appointment is made by and under the authorization of a resolution adopted by the Board of Directors of the Company on October 24, 1973 at Harrisburg, Pennsylvania which is shown below and is now in full force and effect.

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In Witness Whereof: PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY has caused these presents to be signed and its corporate seal to be hereto affixed on June 27, 2014.

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY

Mark Fitzgerald, Vice President - Surety

Commonwealth of Pennsylvania, County of Dauphin – ss:

On June 27, 2014, before me appeared Mark Fitzgerald to me personally known, who being by me duly sworn, did say that he resides in the New Jersey, that he is the Vice President – Surety of PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, that he is the individual described in and who executed the preceding instrument, and that the seal affixed to said instrument is the corporate seal of said Company, and that said instrument was signed and sealed on behalf of said Company by authority and direction of said Company, and the said office acknowledged said instrument to be the free act and deed of said Company.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Traci A Kimmich, Notary Public
City Of Harrisburg, Dauphin County
My Commission Expires Oct 31, 2016
Member, Pennsylvania Association of Notaries

Traci A. Kimmich
Notary Public

I, Mark Fitzgerald, Vice President – Surety of the PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by the said Company, which is still in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said Company on May 2, 2024.

Vice President - Surety

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus,Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance

Issued 03/25/2024

Effective 04/02/2024

Expires 04/01/2025

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE CO

of Pennsylvania is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health
Aircraft
Allied Lines
Boiler & Machinery
Burglary & Theft
Commercial Auto - Liability
Commercial Auto - No Fault
Commercial Auto - Physical Damage
Earthquake
Fidelity
Fire
Glass
Inland Marine
Multiple Peril - Commercial
Multiple Peril - Homeowners
Ocean Marine
Other Liability
Private Passenger Auto - Liability
Private Passenger Auto - No Fault
Private Passenger Auto - Physical Damage
Surety
Workers Compensation

PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE CO certified in its annual statement to this Department as of December 31, 2022 that it has admitted assets in the amount of $1,493,921,725, liabilities in the amount of $710,969,364, and surplus of at least $782,952,361.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director

PENNSYLVANIA NATIONAL MUTUAL
CASUALTY INSURANCE COMPANY,
PENN NATIONAL SECURITY INSURANCE COMPANY
AND FOUNDERS INSURANCE COMPANY

2023 ANNUAL REPORT

CONSOLIDATED STATUTORY BALANCE SHEET
AT DECEMBER 31, 2023

ADMITTED ASSETS	
Investments:	
Bonds	$1,443,266,044
Stocks	226,767,578
Real estate - occupied	21,870,886
Other invested assets	1,472,500
Receivables for securities sold	19,111
Cash, cash equivalents and short-term investments	62,195,370
Total cash, cash equivalents and investments	1,755,591,489
Agents' balances and uncollected premiums	264,582,278
Investment income due and accrued	10,988,326
Amounts recoverable from reinsurers	4,720,050
Deferred income taxes	10,640,377
Other assets	18,977,273
Total admitted assets	$2,065,499,793
LIABILITIES	
Reserves for losses and loss adjustment expenses	$ 756,179,559
Unearned premiums	409,633,441
Premium taxes and other expenses	22,806,656
Drafts outstanding	599,022
Other liabilities	66,780,956
Total liabilities	1,255,999,634
POLICYHOLDERS' SURPLUS	
Surplus notes	29,500,000
Unassigned surplus	780,000,159
Total policyholders' surplus	809,500,159
Total liabilities and policyholders' surplus	$2,065,499,793

Commonwealth of Pennsylvania
County of Dauphin

We, Jacquelyn M. Anderson, Treasurer, and Karen C. Yarrish, Secretary, respectively of PENNSYLVANIA NATIONAL MUTUAL CASUALTY INSURANCE COMPANY, PENN NATIONAL SECURITY INSURANCE COMPANY AND FOUNDERS INSURANCE COMPANY, do hereby certify that the foregoing is a true statement of the financial condition of said companies as of December 31, 2023.

Treasurer

Secretary

Subscribed and sworn to before me this 26th day of March, 2024

Notary Public

Commonwealth of Pennsylvania - Notary Seal
Shauna Thames, Notary Public
Dauphin County
My commission expires March 22, 2027
Commission number 1348732
Member, Pennsylvania Association of Notaries

Proposal to Ashtabula Co. Bd. of Commissioners
For South River Road Water Line Extension
Separate Contracts - Contract A - S. River Road
Project No. 220544

REF. NO.	DESCRIPTION	QTY.	MEASURE UNITS	UNIT PRICE LABOR	UNIT PRICE MATERIAL	TOTAL UNIT PRICE	ITEM TOTAL
1	(SPC) PRECONSTRUCTION VIDEO DOCUMENTATION	1.00	LS	$	$	$	$ 1,000 00
2	(SPC) BONDS AND INSURANCES, AS PER PLAN	1.00	LS	$	$	$	$ 25,000 00
3	(201) CLEARING AND GRUBBING	1.00	LS	$	$	$	$ 1,000 00
4	(SPC) TYPE "C" PAVEMENT REPLACEMENT (ASPHALT), ROADWAY, AS PER PLAN	388.00	SY	$ 100 00	$ 100 00	$ 200 00	$ 77,600 00
5	(614) MAINTAINING TRAFFIC	1.00	LS	$	$	$	$ 5,000 00
6	(624) MOBILIZATION	1.00	LS	$	$	$	$ 2,500 00
7	(638) CONNECT NEW WATER MAIN TO EXISTING WATER MAIN, AS PER PLAN	1.00	EACH	$ 19,680 00	$ 8,000 00	$ 27,680 00	$ 27,680 00
8	(638) 8 INCH WATER MAIN POLYVINYL CHLORIDE PIPE AND FITTINGS, AWWA C909 PVCO, AS PER PLAN	7,925.00	FT	$ 17 50	$ 27.45	$ 44.95	$ 356,228.75
9	(638) CORP STOP AND SADDLE, AS PER PLAN	1.00	EACH	$ 500 00	$ 500 00	$ 1,000 00	$ 1,000 00
10	(638) 8 INCH GATE VALVE AND VALVE BOX	5.00	EACH	$ 350 00	$ 2,450 00	$ 2,800 00	$ 14,000 00
11	(638) 6 INCH FIRE HYDRANT ASSEMBLY, INCLUDING 6 INCH VALVE AND VALVE BOX, TYPE A, AS PER PLAN	1.00	EACH	$ 500 00	$ 8,000 00	$ 8,500 00	$ 8,500 00
12	(638) 6 INCH FIRE HYDRANT ASSEMBLY, INCLUDING 6 INCH VALVE AND VALVE BOX, TYPE B, AS PER PLAN	8.00	EACH	$ 500 00	$ 7,500 00	$ 8,000 00	$ 64,000 00
13	(659) SEEDING AND MULCHING	5,482.00	SY	$ 5.50	$ .90	$ 6.40	$ 35,084.80
14	(SPC) EROSION CONTROL, AS PER PLAN	1.00	LS	$	$	$	$ 2,000 00

INFORMAL TOTAL BID $ 620,593.55

BF.8

Proposal to Ashtabula Co. Bd. of Commissioners
For South River Road Water Line Extension
Separate Contracts - Contract A - S. River Rd - Alternate - Broadband Conduit
Project No. 220544

REF. NO.	DESCRIPTION	QTY.	MEASURE UNITS	UNIT PRICE LABOR	UNIT PRICE MATERIAL	TOTAL UNIT PRICE	ITEM TOTAL
1	(625) BROADBAND SERVICE CONDUIT AND PULL BOXES	1.00	LS	$	$	$	$ 144,000

INFORMAL TOTAL BID $ 764,593.55

BF.9

The Bidder hereby acknowledges that they have reviewed the following addenda:

Addendum No.	1	2	3	4	5	
Date:	04-16-2024	04-24-2024	04-26-2024	05-02-2024	05-06-2024	

The undersigned, having full knowledge of the plans and specifications for the improvements and the conditions of the Proposal hereby agree to furnish all the services, labor, materials, and equipment necessary to complete the work according to the plans and specifications and to accept as full compensation the lump sum or the unit prices specified serving as deduct or extra compensation rates.

And We (or I) do hereby agree that in the event of failure on OUR part to contract as aforesaid (provided this Proposal is accepted) the Bid Bond, Check or Letter of Credit accompanying this Proposal shall be forfeited to the Owner as liquidated damages for the difference between this bid and the awarded Contract price, not to exceed the amount of bond. We further agree that the Owner may reject any or all bids.

By signature below, I hereby certify that **I AND MY Insurance Agent have examined the insurance requirements** in the specifications and that the types and amounts of same are currently in effect or will be obtained and kept in effect for the project duration and that my Insurance Agent has assured that notification of non-renewal, policy modification, and/or cancellation to all certificate holders will occur per the contract requirements. Verification will be provided to the Owner subsequent to the issuance of a Notice of Award.

BF.10A

Submitted by,

KLinginsmith Enterprises, Inc.	Daniel L Dawson V.P.	814-382-4818
Firm, Corporation, or Individual	Officer's Name and Title (typed)	Telephone Number
12984 Sportsman RD	Daniel Dawson	814-382-2377
Street Address	Officer's Signature	Fax Number
Conneaut Lake Pa 16316	05-01-2024	DanDawson59@outlook.com
City, State, Zip Code	Date	E-Mail Address
	202104202262	15-1777525
	Ohio Secretary of State ID Number	Federal Tax ID Number

Note: Evidence of authority to sign must be affixed and attested by the Secretary.

COMPLETION DATE: DECEMBER 31, 2024

LIQUIDATED DAMAGES: $1,000.00

Proposal to Ashtabula Co. Bd. of Commissioners
For Bishop Road Watermain
Separate Contracts - Contract B - Bishop Road
Project No. 231064

REF. NO.	DESCRIPTION	QTY.	MEASURE UNITS	UNIT PRICE LABOR	UNIT PRICE MATERIAL	TOTAL UNIT PRICE	ITEM TOTAL
1	(SPC) PRECONSTRUCTION VIDEO DOCUMENTATION	1.00	LS	$	$	$	$ 1,000.00
2	(SPC) BONDS AND INSURANCES, AS PER PLAN	1.00	LS	$	$	$	$ 8,100.00
3	(201) CLEARING AND GRUBBING	1.00	LS	$	$	$	$ 1,000.00
4	(SPC) TYPE "A" PAVEMENT REPLACEMENT (CONCRETE), ROADWAY, AS PER PLAN	100.00	SY	$ 100.00	$ 150.00	$ 250.00	$ 25,000.00
5	(614) MAINTAINING TRAFFIC	1.00	LS	$	$	$	$ 2,500.00
6	(624) MOBILIZATION	1.00	LS	$	$	$	$ 2,500.00
7	(638) 12 INCH WATER MAIN POLYVINYL CHLORIDE PIPE AND FITTINGS, AWWA C909 PVCO, AS PER PLAN	3,125.00	FT	$ 22.00	$ 60.20	$ 82.20	$ 256,875.00
8	(638) 12 INCH GATE VALVE AND VALVE BOX	4.00	EACH	$ 500.00	$ 4,650.00	$ 5,150.00	$ 20,600.00
9	(638) 12 INCH X 12 INCH TAPPING SLEEVE, VALVE AND VALVE BOX	1.00	EACH	$ 1,500.00	$ 13,250.00	$ 14,750.00	$ 14,750.00
10	(638) 6 INCH FIRE HYDRANT ASSEMBLY, INCLUDING 6 INCH VALVE AND VALVE BOX, TYPE B, AS PER PLAN	7.00	EACH	$ 500.00	$ 8,000.00	$ 8,500.00	$ 59,500.00
11	(659) SEEDING AND MULCHING	2,000.00	SY	$ 5.50	$ .90	$ 6.40	$ 12,800.00
12	(SPC) EROSION CONTROL, AS PER PLAN	1.00	LS	$	$	$	$ 2,000.00

INFORMAL TOTAL BID $ 406,625.00

BF.11A

Proposal to Ashtabula Co. Bd. of Commissioners
For Bishop Road Watermain
Separate Contracts - Contract B - Bishop Rd - Alternate - Broadband Conduit
Project No. 231064

REF. NO.	DESCRIPTION	QTY.	MEASURE UNITS	UNIT PRICE LABOR	UNIT PRICE MATERIAL	TOTAL UNIT PRICE	ITEM TOTAL
1	(625) BROADBAND SERVICE CONDUIT AND PULL BOXES	1.00	LS	$	$	$	$ 57,000 00

INFORMAL TOTAL BID $ 463,625 00

The Bidder hereby acknowledges that they have reviewed the following addenda:

Addendum No.	1	2	3	4	5	
Date:	04-16-2024	04-24-2024	04-26-2024	05-02-2024	05-06-2024	

The undersigned, having full knowledge of the plans and specifications for the improvements and the conditions of the Proposal hereby agree to furnish all the services, labor, materials, and equipment necessary to complete the work according to the plans and specifications and to accept as full compensation the lump sum or the unit prices specified serving as deduct or extra compensation rates.

And We (or I) do hereby agree that in the event of failure on OUR part to contract as aforesaid (provided this Proposal is accepted) the Bid Bond, Check or Letter of Credit accompanying this Proposal shall be forfeited to the Owner as liquidated damages for the difference between this bid and the awarded Contract price, not to exceed the amount of bond. We further agree that the Owner may reject any or all bids.

By signature below, I hereby certify that **I AND MY Insurance Agent have examined the insurance requirements** in the specifications and that the types and amounts of same are currently in effect or will be obtained and kept in effect for the project duration and that my Insurance Agent has assured that notification of non-renewal, policy modification, and/or cancellation to all certificate holders will occur per the contract requirements. Verification will be provided to the Owner subsequent to the issuance of a Notice of Award.

BF.13A

Submitted by,

Klinginsmith Enterprises, Inc.	Daniel Dawson V.P.	814-382-4818
Firm, Corporation, or Individual	Officer's Name and Title (typed)	Telephone Number
12984 Sportsmand Rd.	Daniel Dawson	814-382-2377
Street Address	Officer's Signature	Fax Number
Conneaut Lake Pa. 16316	05-01-2024	DanDawson59@outlook.com
City, State, Zip Code	Date	E-Mail Address
	202104202262	25-1777525
	Ohio Secretary of State ID Number	Federal Tax ID Number

Note: Evidence of authority to sign must be affixed and attested by the Secretary.

COMPLETION DATE: MAY 16, 2025

LIQUIDATED DAMAGES: $1,000.00

Proposal to Ashtabula Co. Bd. of Commissioners
For South River Road Water Line Extension
Combined Contracts - Contract A - S. River Rd
Project No. 220544

REF. NO.	DESCRIPTION	QTY.	MEASURE UNITS	UNIT PRICE LABOR	UNIT PRICE MATERIAL	TOTAL UNIT PRICE	ITEM TOTAL
1	(SPC) PRECONSTRUCTION VIDEO DOCUMENTATION	1.00	LS	$	$	$	$ 1,000 00
2	(SPC) BONDS AND INSURANCES, AS PER PLAN	1.00	LS	$	$	$	$ 25,000 00
3	(201) CLEARING AND GRUBBING	1.00	LS	$	$	$	$ 1,000 00
4	(SPC) TYPE "C" PAVEMENT REPLACEMENT (ASPHALT), ROADWAY, AS PER PLAN	388.00	SY	$ 100 00	$ 100 00	$ 200 00	$ 77,600 00
5	(614) MAINTAINING TRAFFIC	1.00	LS	$	$	$	$ 5,000 00
6	(624) MOBILIZATION	1.00	LS	$	$	$	$ 2,500 00
7	(638) CONNECT NEW WATER MAIN TO EXISTING WATER MAIN, AS PER PLAN	1.00	EACH	$ 19,680 00	$ 8,000 00	$ 27,680 00	$ 27,680 00
8	(638) 8 INCH WATER MAIN POLYVINYL CHLORIDE PIPE AND FITTINGS, AWWA C909 PVCO, AS PER PLAN	7,925.00	FT	$ 17 50	$ 27. 45	$ 44. 95	$ 356,228. 75
9	(638) CORP STOP AND SADDLE, AS PER PLAN	1.00	EACH	$ 500 00	$ 500 00	$ 1,000 00	$ 1,000 00
10	(638) 8 INCH GATE VALVE AND VALVE BOX	5.00	EACH	$ 350 00	$ 2,450 00	$ 2,800 00	$ 14,000 00
11	(638) 6 INCH FIRE HYDRANT ASSEMBLY, INCLUDING 6 INCH VALVE AND VALVE BOX, TYPE A, AS PER PLAN	1.00	EACH	$ 500 00	$ 8,000 00	$ 8,500 00	$ 8,500 00
12	(638) 6 INCH FIRE HYDRANT ASSEMBLY, INCLUDING 6 INCH VALVE AND VALVE BOX, TYPE B, AS PER PLAN	8.00	EACH	$ 500 00	$ 7,500 00	$ 8,000 00	$ 64,000 00
13	(659) SEEDING AND MULCHING	5,482.00	SY	$ 5. 50	$ .90	$ 6.40	$ 35084. 80
14	(SPC) EROSION CONTROL, AS PER PLAN	1.00	LS	$	$	$	$ 2,000 00

INFORMAL TOTAL BID $ 620,593 55

BF.14

Proposal to Ashtabula Co. Bd. of Commissioners
For South River Road Water Line Extension
Combined Contracts - Contract A - S. River Rd - Alternate - Broadband Conduit
Project No. 220544

REF. NO.	DESCRIPTION	QTY.	MEASURE UNITS	UNIT PRICE LABOR	UNIT PRICE MATERIAL	TOTAL UNIT PRICE	ITEM TOTAL
1	(625) BROADBAND SERVICE CONDUIT AND PULL BOXES	1.00	LS	$	$	$	$ 144,000

INFORMAL TOTAL BID $ 764,593.55

BF.15

Proposal to Ashtabula Co. Bd. of Commissioners
For Bishop Road Watermain
Combined Contracts - Contract B - Bishop Rd
Project No. 231064

REF. NO.	DESCRIPTION	QTY.	MEASURE UNITS	UNIT PRICE LABOR	UNIT PRICE MATERIAL	TOTAL UNIT PRICE	ITEM TOTAL
1	(SPC) PRECONSTRUCTION VIDEO DOCUMENTATION	1.00	LS	$	$	$	$ 1,000.00
2	(SPC) BONDS AND INSURANCES, AS PER PLAN	1.00	LS	$	$	$	$ 8,100.00
3	(201) CLEARING AND GRUBBING	1.00	LS	$	$	$	$ 1,000.00
4	(SPC) TYPE "A" PAVEMENT REPLACEMENT (CONCRETE), ROADWAY, AS PER PLAN	100.00	SY	$ 100.00	$ 150.00	$ 250.00	$ 25,000.00
5	(614) MAINTAINING TRAFFIC	1.00	LS	$	$	$	$ 2,500.00
6	(624) MOBILIZATION	1.00	LS	$	$	$	$ 2,500.00
7	(638) 12 INCH WATER MAIN POLYVINYL CHLORIDE PIPE AND FITTINGS, AWWA C909 PVCO, AS PER PLAN	3,125.00	FT	$ 22.00	$ 60.20	$ 82.20	$ 256,875.00
8	(638) 12 INCH GATE VALVE AND VALVE BOX	4.00	EACH	$ 500.00	$ 4,650.00	$ 5,150.00	$ 20,600.00
9	(638) 12 INCH X 12 INCH TAPPING SLEEVE, VALVE AND VALVE BOX	1.00	EACH	$ 1,500.00	$ 13,250.00	$ 14,750.00	$ 14,750.00
10	(638) 6 INCH FIRE HYDRANT ASSEMBLY, INCLUDING 6 INCH VALVE AND VALVE BOX, TYPE B, AS PER PLAN	7.00	EACH	$ 500.00	$ 8,000.00	$ 8,500.00	$ 59,500.00
11	(659) SEEDING AND MULCHING	2,000.00	SY	$ 5.50	$ .90	$ 6.40	$ 12,800.00
12	(SPC) EROSION CONTROL, AS PER PLAN	1.00	LS	$	$	$	$ 2,000.00

INFORMAL TOTAL BID $ 406,625.00

BF.16A

Proposal to Ashtabula Co. Bd. of Commissioners
For Bishop Road Watermain
Combined Contracts - Part B - Bishop Rd - Alternate - Broadband Conduit
Project No. 231064

REF. NO.	DESCRIPTION	QTY.	MEASURE UNITS	UNIT PRICE LABOR	UNIT PRICE MATERIAL	TOTAL UNIT PRICE	ITEM TOTAL
1	(625) BROADBAND SERVICE CONDUIT AND PULL BOXES	1.00	LS	$	$	$	$ 57,000.00

INFORMAL TOTAL BID $ 463,625.00

BF.17

COMBINED BID - CONTRACTS A & B
SUMMARY OF SUBTOALS FROM BF.14 TO BF.17

Informal Subtotals

$ 620,593 55 Contract A – South River Ph 1 – Base Bid from BF.14

$ 144,000 00 Contract A – South River Ph 1 – Alternate from BF.15

$ 406,625 00 Contract B – Bishop Road Ph 1 – Base Bid from BF.16

$ 57,000 00 Contract B – Bishop Road Ph 1 – Alternate from BF.17

$ 1,228,218 50 **Informal Total Combined Bid**

The Bidder hereby acknowledges that they have reviewed the following addenda:

Addendum No.	1	2	3	4	5	
Date:	04-16-2024	04-24-2024	04-26-2024	05-02-2024	05-06-2024	

The undersigned, having full knowledge of the plans and specifications for the improvements and the conditions of the Proposal hereby agree to furnish all the services, labor, materials, and equipment necessary to complete the work according to the plans and specifications and to accept as full compensation the lump sum or the unit prices specified serving as deduct or extra compensation rates.

And We (or I) do hereby agree that in the event of failure on OUR part to contract as aforesaid (provided this Proposal is accepted) the Bid Bond, Check or Letter of Credit accompanying this Proposal shall be forfeited to the Owner as liquidated damages for the difference between this bid and the awarded Contract price, not to exceed the amount of bond. We further agree that the Owner may reject any or all bids.

By signature below, I hereby certify that **I AND MY Insurance Agent have examined the insurance requirements** in the specifications and that the types and amounts of same are currently in effect or will be obtained and kept in effect for the project duration and that my Insurance Agent has assured that notification of non-renewal, policy modification, and/or cancellation to all certificate holders will occur per the contract requirements. Verification will be provided to the Owner subsequent to the issuance of a Notice of Award.

BF.19A

Submitted by,

KLinginsmith Enterprises, Inc	Daniel Dawson V.P.	814-382-4818
Firm, Corporation, or Individual	Officer's Name and Title (typed)	Telephone Number
12984 Sportsman RD	Daniel Dawson	814-382-2377
Street Address	Officer's Signature	Fax Number
Conneaut Lake Pa 16316	05-01-2024	DanDawson59@outlook.com
City, State, Zip Code	Date	E-Mail Address
	202104202262	25-1777525
	Ohio Secretary of State ID Number	Federal Tax ID Number

Note: Evidence of authority to sign must be affixed and attested by the Secretary.

COMPLETION DATE: CONTRACT A - DECEMBER 31, 2024, CONTRACT B - MAY 16, 2025

LIQUIDATED DAMAGES: $1,000.00

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 the 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 of 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 vender. 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.

Daniel Dawson — 05-01-2024
(Signature) (Date)

Daniel Dawson V.P.
(Name and Title of Signer, Please type)

KLinginsmith Enterprises, INC.
(Firm Name)

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 of State antitrust statues or commission if 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.

Daniel L Dawson V.P.

Type Name & Title of Authorized Representative

Daniel Dawson

Signature of Authorized Representative

05-01-2024

Date

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

OEPA DBE PROGRAM

MBE/WBE DATA SHEET I

MINORITY AND WOMEN'S BUSINESS ENTERPRISE FAIR SHARE UTILIZATION

1. Does Bidder intend to meet the "fair share" goal by subcontracting to MBE and WBE for at least the following minimum amounts?

MBE - 1.3% **WBE - 1.0%**

✓ Yes

_____ No

2. If the Bidder cannot meet or can only partially meet the fair share goals, provide a narrative summary of the Bidder's good faith efforts prior to and after the bid opening to achieve the stated goal.

3. Name, address, and telephone number of person to contact on all MBE/WBE matters.

Name: Daniel Dawson

Address: P.O. Box 5135 12984 Sportsman RD, Conneaut Lake Pa 16316

Telephone Number: 814-382-4818

Email Address: DanDAWson59@outLook.com

Note: The Contractor shall submit EPA Form 6100-3 - DBE Subcontractor Performance Form and EPA Form 6100-4 - DBE Subcontractor Utilization Form and/or his Good Faith Efforts documentation within seven (7) days of the Bid Opening.

Bid Forms

Contract B

Pollard Land Services, Inc.

FORM OF NONCOLLUSION AFFIDAVIT

STATE OF PENNSYLVANIA)
) SS
COUNTY OF ERIE)

KENNETH A. POLLARD, being first duly sworn, deposes and says that
(Individual Name)

he/she is PRESIDENT of POLLARD LAND SERVICES, INC.
(Sole Owner, Partner, President, Secretary, etc.) (Corporation Name)

the party making the proposal or bid; that such bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly with any Bidder or other person, to put in a sham bid, or that such Bidder or 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 interested in the proposed Contract; that such bidder is the only party (or parties) who has an interest with the bidder in the profits of any contract which may result from the herein contained proposal; that no individual affiliated with the Owner, including but not limited to the head of any department, any employee, or any other official or officer of the Owner, is or will be directly or indirectly interested in this bid, and/or the profits from this bid if successful; that no individual affiliated with the Owner, including but not limited to the head of any department, any employee, or any other official or officer of the Owner, has or will receive anything of value as a result of the submission of this bid or its award; that no individual affiliated with the Owner, including but not limited to the head of any department, any employee, or any other official or officer of the Owner, has been solicited to provide assistance and/or provided assistance to the bidder which might give the bidder a competitive advantage or circumvent the competitive bidding process; 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 association or to any member or agent thereof.

Affiant KENNETH A. POLLARD, PRESIDENT

Subscribed and sworn to before me this 9th day of May, 2024.

Notary Public

My Commission Expires: 02/12/2026

Commonwealth of Pennsylvania - Notary Seal
KRISTINE P POLLARD - Notary Public
Erie County
My Commission Expires February 12, 2026
Commission Number 1281736

CORPORATE RESOLUTION

I, KENNETH A. POLLARD,
(Individual Name)

Secretary of POLLARD LAND SERVICES, INC. an PENNSYLVANIA Corporation
(Corporation Name) (State)

hereby certify that the Board of Directors of said Corporation on the 8th day of JANUARY, 20 24, adopted a resolution authorizing the PRESIDENT of this
(Corporation Title, i.e., President, Vice President, etc.)

Company, namely, KENNETH A. POLLARD, to sign bid proposals, sign and
(Individual Name)

enter into any and all contracts and other instruments, sign and/or authorize bid guaranty and performance bonds for the purpose of furnishing labor and materials at such price and upon such terms and conditions, including any amendments or modifications thereto, as said POLLARD LAND SERVICES, INC. in their sole discretion shall deem best, and that said actions
(Corporation Title, i.e., President, Vice President, etc.)

shall be binding upon the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at GIRARD, PA this 9th day
(City) (State)

of MAY, 2024, and I further certify that said resolution is still in full force and effect.

Corporate Secretary

KENNETH A. POLLARD, PRESIDENT, SECRETARY, TREASURER

PROPOSED SUBCONTRACTORS

The Bidder is required to state in the spaces provided below, the Subcontractors they propose to use to accomplish the work under this Contract. The items and specific amounts of work assigned to each listed Subcontractor shall also be outlined. Duplicate this sheet as needed.

1. Name: GARCIA SURVEYORS, INC.
   Address: 3065 NATIONWIDE PARKWAY
   City/State/Zip: BRUNSWICK OH 44212
   Description: SURVEYING AND STAKEOUT

   Phone: (330)460-0804 Amount: $ 13,260.00 % of Contract: 1.13
   EIN# _____ Unique Entity ID# 1700394 CAGE CODE 72CD4

2. Name: SPEEDY VIDEO LLC
   Address: 637 JEFFERSON DRIVE
   City/State/Zip: HIGHLAND HEIGHTS, OH, 44143
   Description: PRECONSTRUCTION VIDEO

   Phone: (440) 465-9657 Amount: $ 2190.00 % of Contract: .18
   EIN# _____ Unique Entity ID# 4133121 CAGE CODE _____

3. Name: _____
   Address: _____
   City/State/Zip: _____
   Description: _____

   Phone: ( ) _____ Amount: $ _____ % of Contract: _____
   EIN# _____ Unique Entity ID# _____ CAGE CODE _____

4. Name: _____
   Address: _____
   City/State/Zip: _____
   Description: _____

   Phone: ( ) _____ Amount: $ _____ % of Contract: _____
   EIN# _____ Unique Entity ID# _____ CAGE CODE _____

SEE ATTACHED

EXPERIENCE RECORD

The Bidder is required to state the character of previous work, give references, and such other detailed information as will enable the Owner to determine capability, responsibility, experience, skill, and financial standing. ***Provide data for the last five (5) years.*** Duplicate this sheet as needed. **Information submitted in an alternate format MUST contain all the information requested on this page.**

Project Name: _____

Description/Scope of Bidder's _____

On this project you were a ___ Prime Contractor **OR** ___ Sub Contractor to _____

Year: _____ Your Contract or

Total Project Cost: $ _____ Subcontract Amount: $ _____

% Complete (if in progress) _____ % or Date Completed (if _____

Project Owner: _____

Owner Contact: _____ Phone: ( ) _____

Engineer/Arch. Firm: _____

Engineer/Arch. Contact: _____ Phone: ( ) _____

Your Bonding Company on this project (if any): _____

Project Name: _____

Description/Scope of Bidder's _____

On this project you were a ___ Prime Contractor **OR** ___ Sub Contractor to _____

Year: _____ Your Contract or

Total Project Cost: $ _____ Subcontract Amount: $ _____

% Complete (if in progress) _____ % or Date Completed (if _____

Project Owner: _____

Owner Contact: _____ Phone: ( ) _____

Engineer/Arch. Firm: _____

Engineer/Arch. Contact: _____ Phone: ( ) _____

Your Bonding Company on this project (if any): _____

Project Name: _____

Description/Scope of Bidder's _____

On this project you were a ___ Prime Contractor **OR** ___ Sub Contractor to _____

Year: _____ Your Contract or

Total Project Cost: $ _____ Subcontract Amount: $ _____

% Complete (if in progress) _____ % or Date Completed (if complete): _____

Project Owner: _____

Owner Contact: _____ Phone: ( ) _____

Engineer/Arch. Firm: _____

Engineer/Arch. Contact: _____ Phone: ( ) _____

Your Bonding Company on this project (if any): _____

POLLARD LAND SERVICES, INC
PROJECT SUMMARY

CURRENT PROJECTS

YEAR	TYPE OF WORK	PROJECT NAME	PROJECT OWNER	ENGINEER	ENGINEER CONTACT	ENGINEER PHONE NUMBER	TOTAL CONTRACT AMOUNT	COMPLETED TO DATE	% COMPLETE	BONDING COMPANY
2024	SANITARY SEWER	HEATON CHUTE LMI CONNECTIONS	THE BOARD OF COUNTY COMMISSIONERS OF TRUMBULL COUNTY OH	TRUMBULL COUNTY SANITARY ENGINEERS	BILL MAKOSKY	330-675-7756	$26,068	$0	0%	SELECTIVE INSURANCE COMPANY OF AMERICA
2024	WATER	GREENE TOWNSHIP WATERLINE EXTENSION PROJECT PHASE 1	ERIE WATER WORKS	HRG	LANDON HACKER	724-779-4777	$2,048,820	$0	0%	SELECTIVE INSURANCE COMPANY OF AMERICA
2024	WATER	MANTUA EMERGENCY WATER INTERCONNECT PROJECT	PORTAGE COUNTY WATER RESOURCES	PORTAGE COUNTY WATER RESOURCES	ANDREW GIBSON	330-235-7307	$2,489,744	$0	0%	SELECTIVE INSURANCE COMPANY OF AMERICA
2024	WATER/ SANITARY SEWER	GAGE ROAD WATER TRANSMISSION MAIN PROJECT	BOROUGH OF ALBION	BURGESS & NIPLE LENNON SMITH	JEFF MARNICIO	440-413-5622	$449,625	$0	0%	SELECTIVE INSURANCE COMPANY OF AMERICA
2023/2024	SANITARY SEWER	BRIGHTON ROAD LIFT STATION IMPROVEMENTS	NORTH SEWICKLEY SEWER AUTHORITY	SOULERET ENGINEERS	EMILY PALMER	412-638-9779	$663,875	$0	0%	SELECTIVE INSURANCE COMPANY OF AMERICA
2023/2024	SANITARY SEWER	SCOTT STREET PHASE 2 SANITARY SEWER IMPROVEMENTS	VILLAGE NEWTON FALLS OH	THOMAS FOK & ASSOCIATES	JEFF DONOFRIO	330-550-7555	$3,489,675	$1,055,229	30%	SELECTIVE INSURANCE COMPANY OF AMERICA
2023/2024	SANITARY SEWER	WAMPUM PUMP STATION	BOROUGH OF ELLWOOD CITY	GREENMAN-PEDERSON TRUMBULL	TYLER WATTS	412-552-8950	$6,397,875	$3,629,435	57%	SELECTIVE INSURANCE COMPANY OF AMERICA
2023	SANITARY SEWER	HEATON CHUTE SANITARY SEWER IMPROVEMENTS PROJECT 5-S-13	THE BOARD OF COUNTY COMMISSIONERS OF TRUMBULL COUNTY OH	TRUMBULL COUNTY SANITARY ENGINEERS	BILL MAKOSKY	330-675-7756	$2,894,674	$2,870,807	99%	PHILADELPHIA INDEMNITY INSURANCE COMPANY

POLLARD LAND SERVICES, INC
PROJECT SUMMARY

COMPLETED PROJECTS

YEAR	TYPE OF WORK	PROJECT NAME	PROJECT OWNER	ENGINEER	ENGINEER CONTACT	ENGINEER PHONE NUMBER	TOTAL CONTRACT AMOUNT
2023	WATER	FTWA P3 AREA WATER IMPROVEMENTS	FAIRVIEW TOWNSHIP WATER AUTHORITY	MARK J. COREY AND ASSOCIATES	MARK COREY	814-897-3180	$785,875
2023	SANITARY SEWER	DRAGON DRIVE SANITARY SEWER IMPROVEMENTS	CITY OF NILES	BURGESS & NIPLE	ROB HRUSOVSKY	440-376-3751	$908,948
2023	SANITARY SEWER	FTSA P3 AREA 2023 SANITARY SEWER	FAIRVIEW TOWNSHIP SEWER AUTHORITY	MARK J. COREY AND ASSOCIATES	MARK COREY	814-897-3180	$1,418,396
2022/2023	SANITARY SEWER	SANITARY SEWER IMPROVEMENT PROJECT CONTRACT #1	MASONTOWN MUNICIPAL AUTHORITY	SLEIGHTER ENGINEERING, INC.	BILL JOHNSON	724-438-4010	$4,819,483
2022/2023	SANITARY SEWER	SANITARY SEWER IMPROVEMENT PROJECT CONTRACT #3	MASONTOWN MUNICIPAL AUTHORITY	SLEIGHTER ENGINEERING, INC.	BILL JOHNSON	724-438-4010	$3,709,238
2022/2023	WATER	NORTH WATER STREET WATERLINE IMPROVEMENT PROJECT	MASONTOWN BOROUGH	SLEIGHTER ENGINEERING, INC.	BILL JOHNSON	724-438-4010	$1,246,947
2020-2022	SANITARY SEWER	FORDS CORNER CONTRACT 2 2020-007	JACKSON EAST TAYLOR SEWER AUTHORITY	KELLER ENGINEERING	BILL HENRY	814-696-7430	$1,680,834
2020-2022	SANITARY SEWER	GERMAN TOWNSHIP SEWER AUTHORITY PHASE II 2020-003	GERMAN TOWNSHIP SEWER AUTHORITY	WIDMER ENGINEERING	STEVE EBY	724-626-1909	$2,332,786
2021	SANITARY SEWER	VILLAGE OF WEST FARMINGTON, SANITARY SEWER SYSTEM CONTRACT 1 2021-001	VILLAGE OF WEST FARMINGTON, OH THE MUNICIPAL	IBI GROUP	MITCH ALTIER	740-342-6695	$3,346,300
2021	WATER	MAIN STREET WATERLINE RELOCATION CONTRACT NO. 20-01 2021 2021-002	AUTHORITY OF THE BOROUGH OF PORT ALLEGANY	UNI-TEC CONSULTING ENGINEERS, INC.	DISSOLVED		$529,319

POLLARD LAND SERVICES, INC
PROJECT SUMMARY

COMPLETED PROJECTS

YEAR	TYPE OF WORK	PROJECT NAME	PROJECT OWNER	ENGINEER	ENGINEER CONTACT	ENGINEER PHONE NUMBER	TOTAL CONTRACT AMOUNT
2021	WATER	SPONSOR ADJUSTMENTS TO THE PROPOSED FLOOD PROTECTION PROJECT CONTRACT NO. 20-01 2021-003	PORT ALLEGANY BOROUGH	UNI-TEC CONSULTING ENGINEERS, INC.	DISSOLVED		$263,759
2021	WATER	JACOBS FERRY ROAD WATER LINE EXTENSION CONTRACT NUMBER 21-3 2021-006	SOUTHWESTERN PA WATER AUTHORITY	BANKSON ENGINEERS, INC.	RANDY KRAUSE	412-767-5100	$237,014
2021	SANITARY SEWER	WATER STREET SANITARY SEWER IMPROVEMENTS-BROWNSVILLE 2021-005	BROWNSVILLE MUNICIPAL AUTHORITY	FAYETTE ENGINEERING COMPANY, INC.	DISSOLVED		$326,414
2021	WATER	WOODLAND AVENUE WATER LINE REPLACEMENT CONTRACT 21-1 2021-007	SOUTHWESTERN PA WATER AUTHORITY	BANKSON ENGINEERS, INC.	RANDY KRAUSE	412-767-5100	$150,510
2020-2021	SANITARY SEWER	DENNIS AVENUE AND SHAUNA AVENUE SANITARY SEWER CONSTRUCTION PROJECT 2020-009	FAIRVIEW TOWNSHIP SEWER AUTHORITY	MARK J. COREY & ASSOCIATES	MARK J. COREY	814-897-3180	$405,841
2020	SANITARY SEWER/WATER	SPRUCE STREET REHABILITATION PROJECT	BOROUGH OF RIDGWAY	GREENMAN-PEDERSEN, INC.	TIM WELLS	814-881-3154	$1,386,120

BIDDER'S INSURANCE AGENT'S AFFIDAVIT

PROJECT: South River Road Waterline Extension Phase 1 & Bishop Road Waterline Phase 1

OWNER: Ashtabula County Board of Commissioners

I, Pollard Land Services, Inc., Client Account Manager, first being duly
(Insurance Agent's Name) (Title)

sworn do state the following:

(a) that I have reviewed the insurance requirements in the bid documents and have noted therein the requirements on insurance including any policy modifications, cancellation and non-renewal provisions, and any additional policies or endorsements needed;

(b) that I am familiar with the insurance that Fireman's Insurance Company of Washington DC
(Bidder's Company Name)
has in force, and that its insurance meets the contract insurance requirements or that it can be amended or endorsed to meet the contract insurance requirements (with standard industry exclusions) until the current policy expiration or until cancelled with notice per the specifications or additional policies and/or endorsements can be provided to the Contractor;

(c) that all additional policies and/or endorsements required in the specifications are available;

(d) that if an award of contract is made to the Bidder an insurance certificate(s) [most current version ACORD 25] and/or binder(s) which fully complies with all insurance requirements in the contract will be issued within three (3) business days of notification from the contractor and the contractor approving any additional policies or endorsements needed to fully comply with the insurance requirements in the contract;

(e) that I have advised my client of the cost of all additional policies, amendments, and/or endorsements so that he can include same in their bid;

(f) that the cancellation clause in the policy meets the specifications or that it can be amended by an endorsement;

(g) that this document neither affirmatively or negatively amends, extends or alters the terms of or coverage afforded by the policy referenced herein.

Further, Affiant sayeth naught.

Emily Priestley
(Agent's Signature)

Emily Priestley
(Agent's Name)

05/09/2024
Date

Seubert & Associates, Inc.
Agency Name

225 North Shore Drive, Suite, 300
Agency Address

Pittsburgh, PA 15212
Agency City, State and Zip Code

412-223-1439 (Phone) 412-724-5725 (Fax)

epriestley@seubert.com
(E-mail)

SUPPLEMENTAL BOND ACKNOWLEDGEMENT

(This is not a Bond form)

PROJECT: Contract A - South River Road Waterline, Phase 1

OWNER: Ashtabula County Board of Commissioners

If the bidder submits a Bid Guaranty and Contract Bond (AKA Rollover or Bid/ Performance/ Payment/ Warranty Bond) per O.R.C. Sections 153.54 and 153.571 the following shall be completed, signed, and submitted with the bid:

By submission of the attached bid and these presents, the undersigned bidder and their surety hereby acknowledge that the attached Bond shall cover and warrant all work for the correction period per the General Conditions and as supplemented or amended elsewhere in these Contract Documents, which period is two (2) years commencing on the final acceptance of the work by Owner. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the project or part of the project is located.

	BIDDER		**SURETY**
BIDDER:	POLLARD LAND SERVICES, INC.	SURETY:	Selective Insurance Company of America
SIGNATURE:	Kenneth A. Pollard	SIGNATURE:	Pamela M Anderson
NAME:	KENNETH A. POLLARD	NAME:	Pamela M. Anderson
TITLE:	PRESIDENT	TITLE:	Attorney-in-Fact
DATE:	~~04/25/2024~~ 5/09/2024	DATE:	5/09/2024
PHONE NO.:	814-474-1107	PHONE NO.:	412-734-4900

*Attach Power of Attorney

If the Bidder submits a Certified or Cashier's check, Irrevocable Letter of Credit and is awarded a contract by the Owner, the following shall be completed, signed, and submitted with the Contract Bond (AKA Performance/Payment/Warranty Bond) per ORC Sections 153.54 and 153.57.

By signature of the attached Contract and these presents the undersigned contractor and their surety acknowledge that the attached Bond shall cover and warrant all work for the correction period per the General Conditions and as supplemented or amended elsewhere in these Contract Documents, which period is two (2) years commencing on the final acceptance of the work by Owner. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the project or part of the project is located.

	BIDDER		**SURETY**
BIDDER:		SURETY:	
SIGNATURE:		SIGNATURE:	
NAME:		NAME:	
TITLE:		TITLE:	
DATE:		DATE:	
PHONE NO.:		PHONE NO.:	

*Attach Power of Attorney

SELECTIVE INSURANCE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

> The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint: **JAY BLACK, BRIAN G. HARTMAN, BARBARA A. LEEPER, PATTI K. LINDSEY, WENDY A. BRIGHT, ALEXANDRA MACHNIK, PAMELA M. ANDERSON, WILLIAM CHAPMAN, MATTHEW EPERESI, NATASHA KERR, CHERI L. RITZ, MADELINE P. LOVETT**, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **NO LIMITATIONS.**

Signed this 9 day of JANUARY, 2024

SELECTIVE INSURANCE COMPANY OF AMERICA

By: _____
Brian C. Sarisky
Its SVP, Chief Underwriting Officer, Commercial Lines

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1926 NEW JERSEY

STATE OF NEW JERSEY :
:ss. Branchville
COUNTY OF SUSSEX :

On this 9 day of **JANUARY, 2024** before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # N/A
MY COMMISSION EXPIRES 6/2/26

_____
Notary Public

CHARLENE KIMBLE NOTARY PUBLIC NEW JERSEY

The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution are still in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 9th day of May, 2024.

_____
Michael H. Lanza, SICA Corporate Secretary

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1926 NEW JERSEY

B91 (6/16)

CERTIFIED COPY

SUPPLEMENTAL BOND ACKNOWLEDGEMENT

(This is not a Bond form)

PROJECT: Contract B - Bishop Road Waterline, Phase 1

OWNER: Ashtabula County Board of Commissioners

If the bidder submits a Bid Guaranty and Contract Bond (AKA Rollover or Bid/ Performance/ Payment/ Warranty Bond) per O.R.C. Sections 153.54 and 153.571 the following shall be completed, signed, and submitted with the bid:

By submission of the attached bid and these presents, the undersigned bidder and their surety hereby acknowledge that the attached Bond shall cover and warrant all work for the correction period per the General Conditions and as supplemented or amended elsewhere in these Contract Documents, which period is two (2) years commencing on the final acceptance of the work by Owner. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the project or part of the project is located.

BIDDER		**SURETY**	
BIDDER:	POLLARD LAND SERVICES, INC.	SURETY:	Selective Insurance Company of America
SIGNATURE:		SIGNATURE:	
NAME:	KENNETH A. POLLARD	NAME:	Pamela M. Anderson
TITLE:	PRESIDENT	TITLE:	Attorney-in-Fact
DATE:	~~04/25/2024~~ 5/09/2024	DATE:	5/09/2024
PHONE NO.:	814-474-1107	PHONE NO.:	412-734-4900

*Attach Power of Attorney

If the Bidder submits a Certified or Cashier's check, Irrevocable Letter of Credit and is awarded a contract by the Owner, the following shall be completed, signed, and submitted with the Contract Bond (AKA Performance/Payment/Warranty Bond) per ORC Sections 153.54 and 153.57.

By signature of the attached Contract and these presents the undersigned contractor and their surety acknowledge that the attached Bond shall cover and warrant all work for the correction period per the General Conditions and as supplemented or amended elsewhere in these Contract Documents, which period is two (2) years commencing on the final acceptance of the work by Owner. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the project or part of the project is located.

BIDDER		**SURETY**	
BIDDER:		SURETY:	
SIGNATURE:		SIGNATURE:	
NAME:		NAME:	
TITLE:		TITLE:	
DATE:		DATE:	
PHONE NO.:		PHONE NO.:	

*Attach Power of Attorney

SELECTIVE INSURANCE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

> The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint: **JAY BLACK, BRIAN G. HARTMAN, BARBARA A. LEEPER, PATTI K. LINDSEY, WENDY A. BRIGHT, ALEXANDRA MACHNIK, PAMELA M. ANDERSON, WILLIAM CHAPMAN, MATTHEW EPERESI, NATASHA KERR, CHERI L. RITZ, MADELINE P. LOVETT**, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **NO LIMITATIONS.**

Signed this 9 day of JANUARY, 2024

SELECTIVE INSURANCE COMPANY OF AMERICA

By: _____
Brian C. Sarisky
Its SVP, Chief Underwriting Officer, Commercial Lines

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1926 NEW JERSEY

CERTIFIED COPY

STATE OF NEW JERSEY :
:ss. Branchville
COUNTY OF SUSSEX :

On this 9 day of **JANUARY, 2024** before me, the undersigned officer, personally appeared Brian C. Sarisky who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # N/A
MY COMMISSION EXPIRES 6/2/26

_____
Notary Public

CHARLENE KIMBLE NOTARY PUBLIC NEW JERSEY

The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution are still in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 9th day of May, 2024.

_____
Michael H. Lanza, SICA Corporate Secretary

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1926 NEW JERSEY

SUPPLEMENTAL BOND ACKNOWLEDGEMENT

(This is not a Bond form)

PROJECT: South River Road Waterline, Phase 1 & Bishop Road Waterline, Phase 1

OWNER: Ashtabula County Board of Commissioners

If the bidder submits a Bid Guaranty and Contract Bond (AKA Rollover or Bid/ Performance/ Payment/ Warranty Bond) per O.R.C. Sections 153.54 and 153.571 the following shall be completed, signed, and submitted with the bid:

By submission of the attached bid and these presents, the undersigned bidder and their surety hereby acknowledge that the attached Bond shall cover and warrant all work for the correction period per the General Conditions and as supplemented or amended elsewhere in these Contract Documents, which period is two (2) years commencing on the final acceptance of the work by Owner. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the project or part of the project is located.

BIDDER		**SURETY**	
BIDDER:	POLLARD LAND SERVICES, INC.	SURETY:	Selective Insurance Company of America
SIGNATURE:		SIGNATURE:	Pamela Anderson
NAME:	KENNETH A. POLLARD	NAME:	Pamela M. Anderson
TITLE:	PRESIDENT	TITLE:	Attorney-in-Fact
DATE:	~~04/26/2024~~ 5/09/2024 KP	DATE:	5/09/2024
PHONE NO.:	814-474-1107	PHONE NO.:	412-734-4900
			*Attach Power of Attorney

If the Bidder submits a Certified or Cashier's check, Irrevocable Letter of Credit and is awarded a contract by the Owner, the following shall be completed, signed, and submitted with the Contract Bond (AKA Performance/Payment/Warranty Bond) per ORC Sections 153.54 and 153.57.

By signature of the attached Contract and these presents the undersigned contractor and their surety acknowledge that the attached Bond shall cover and warrant all work for the correction period per the General Conditions and as supplemented or amended elsewhere in these Contract Documents, which period is two (2) years commencing on the final acceptance of the work by Owner. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the project or part of the project is located.

BIDDER		**SURETY**	
BIDDER:		SURETY:	
SIGNATURE:		SIGNATURE:	
NAME:		NAME:	
TITLE:		TITLE:	
DATE:		DATE:	
PHONE NO.:		PHONE NO.:	
			*Attach Power of Attorney

SELECTIVE INSURANCE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

> The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint: **JAY BLACK, BRIAN G. HARTMAN, BARBARA A. LEEPER, PATTI K. LINDSEY, WENDY A. BRIGHT, ALEXANDRA MACHNIK, PAMELA M. ANDERSON, WILLIAM CHAPMAN, MATTHEW EPERESI, NATASHA KERR, CHERI L. RITZ, MADELINE P. LOVETT**, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **NO LIMITATIONS.**

Signed this 9 day of JANUARY, 2024

SELECTIVE INSURANCE COMPANY OF AMERICA

By: _____
Brian C. Sarisky
Its SVP, Chief Underwriting Officer, Commercial Lines

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1926 NEW JERSEY

STATE OF NEW JERSEY :
:ss. Branchville
COUNTY OF SUSSEX :

On this **9** day of **JANUARY**, **2024** before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # N/A
MY COMMISSION EXPIRES 6/2/26

_____
Notary Public

CHARLENE KIMBLE NOTARY PUBLIC NEW JERSEY

The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution are still in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 9th day of May, 2024.

_____
Michael H. Lanza, SICA Corporate Secretary

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1926 NEW JERSEY

CERTIFIED COPY

B91 (6/16)

BID SECURITY

CONTRACTOR SHALL INSERT ONE OF THE FOLLOWING FORMS OF BID SECURITY BEHIND THIS PAGE AND SUBMIT WITH THE BID.
(Made payable to the Owner)

CERTIFIED OR CASHIER'S CHECK FOR 10% OF THE AMOUNT BID

OR

IRREVOCABLE LETTER OF CREDIT FOR 10% OF THE AMOUNT BID

OR

BID GUARANTEE AND CONTRACT BOND

(BID/PERFORMANCE/PAYMENT" BOND, a.k.a., "ROLLOVER BOND")

FOR 100% OF THE AMOUNT BID INCLUDING ALL ALTERNATES

PER O.R.C. SECTIONS 153.54 AND 153.571

Notes:

1) A bond form is intentionally not included in the bid form package. The Surety Agent shall supply a bond with language that meets O.R.C. 153.571. If the Surety does not have one, a blank master is available at https://bids.ctconsultants.com .

2) Standalone Bid Bonds do not comply with this Bid Security requirement.

3) **The bidder must submit a separate bid security (cashier's check, irrevocable letter of credit, or ORC 153.571 bond) for each contract bid.**

BID GUARANTY AND CONTRACT BOND

(O.R.C. § 153.571)

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

Pollard Land Services, Inc.

as principal and Selective Insurance Company of America as sureties, are hereby held and firmly bound unto Ashtabula County Board of Commissioners. as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on . May 9, 2024 to undertake the project known as . Contract A - South River Road Waterline Extension, Phase 1 The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate bids made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of _____ dollars. (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this 9th day of May, 2024.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid for 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 per cent 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 per cent 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 by the obligee to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materials suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materials suppliers or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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

Signed this 9th day of May, 2024

Pollard Land Services, Inc.
(Principal)(Seal)

By: Kenneth A Pollard

Printed Name and Title: KENNETH A. POLLARD
PRESIDENT

Selective Insurance Company of America
(Surety)(Seal)

By: Pamela M Anderson

Printed Name and Title: Pamela M. Anderson, Attorney-in-Fact

Selective Insurance Company of America
Surety Company Name

Surety Company Address 40 Wantage Avenue
Branchville, NJ 07890

Surety Company's Telephone Number 973-948-3000

Surety Company's Fax Number 855-540-6760

Seubert & Associates, Inc.
Surety Agency Name

Surety Agent's Address 225 North Shore Drive, Suite 300
Pittsburgh, PA 15212

Surety Agent's Telephone Number 412-734-4900

Surety Agent's Fax Number 412-734-6640

SELECTIVE INSURANCE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

> The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint: **JAY BLACK, BRIAN G. HARTMAN, BARBARA A. LEEPER, PATTI K. LINDSEY, WENDY A. BRIGHT, ALEXANDRA MACHNIK, PAMELA M. ANDERSON, WILLIAM CHAPMAN, MATTHEW EPERESI, NATASHA KERR, CHERI L. RITZ, MADELINE P. LOVETT**, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **NO LIMITATIONS.**

Signed this 9 day of JANUARY, 2024

SELECTIVE INSURANCE COMPANY OF AMERICA

By: _____
Brian C. Sarisky
Its SVP, Chief Underwriting Officer, Commercial Lines

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1926 NEW JERSEY

STATE OF NEW JERSEY :
:ss. Branchville
COUNTY OF SUSSEX :

On this 9 day of **JANUARY, 2024** before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # N/A
MY COMMISSION EXPIRES 6/2/26

_____
Notary Public

CHARLENE KIMBLE NOTARY PUBLIC NEW JERSEY

The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution are still in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 9th day of May, 2024.

_____
Michael H. Lanza, SICA Corporate Secretary

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1926 NEW JERSEY

CERTIFIED COPY

SELECTIVE INSURANCE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

STATEMENT OF FINANCIAL CONDITION

I hereby certify that the following information is contained in the Annual Statement of Selective Insurance Company of America ("SICA") to the New Jersey Department of Banking and Insurance as of December 31, 2022:

ADMITTED ASSETS (in thousands)		**LIABILITIES AND SURPLUS** (in thousands)	
Bonds	$2,141,305	Reserve for losses and loss expenses	$1,395,501
Preferred stocks at convention value	7,862	Reserve for unearned premiums	582,531
Common stocks at convention values	60,767	Provision for unauthorized reinsurance	818
Subsidiary common stock at convention values	0	Commissions payable and contingent commissions	43,037
Short-term investments	123,365	Other accrued expenses	30,780
Mortgage loans on real estate (including collateral loans)	101,914	Other liabilities	451,942
Other invested assets	210,529	Total liabilities	2,504,609
Interest and dividends due or accrued	19,769		
Premiums receivable	514,883	Surplus as regards policyholders	851,829
Other admitted assets	176,044		
Total admitted assets	3,356,438	Total liabilities and surplus as regards policyholders	3,356,438

I further certify that the following is a true and exact excerpt from Article VII, Section 1 of the By-Laws of SICA, which is still valid and existing.

> The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of SICA, this 2nd day of March, 2023.

Michael H. Lanza
SICA Corporate Secretary

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1926 NEW JERSEY

STATE OF NEW JERSEY :
:ss. Branchville
COUNTY OF SUSSEX :

On this 2nd day of March 2023, before me, the undersigned officer, personally appeared Michael H. Lanza, who acknowledged himself to be the Corporate Secretary of SICA, and that he, as such Corporate Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Corporate Secretary.

Christine Marie Lawson
Notary Public
My Commission Expires:

CHRISTINE MARIE LAWSON NOTARY PUBLIC NEW JERSEY

CHRISTINE MARIE LAWSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 15, 2024

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus,Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance

Issued 04/01/2024
Effective 04/02/2024
Expires 04/01/2025

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

SELECTIVE INSURANCE COMPANY OF AMERICA

of New Jersey is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Allied Lines
Boiler & Machinery
Burglary & Theft
Commercial Auto - Liability
Commercial Auto - No Fault
Commercial Auto - Physical Damage
Credit Accident & Health
Earthquake
Fidelity
Fire
Glass
Inland Marine
Multiple Peril - Commercial
Multiple Peril - Farmowners
Multiple Peril - Homeowners
Ocean Marine
Other Liability
Private Passenger Auto - Liability
Private Passenger Auto - No Fault
Private Passenger Auto - Physical Damage
Surety
Workers Compensation

SELECTIVE INSURANCE COMPANY OF AMERICA certified in its annual statement to this Department as of December 31, 2023 that it has admitted assets in the amount of $3,715,312,415, liabilities in the amount of $2,776,547,237, and surplus of at least $938,765,178.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director

BID GUARANTY AND CONTRACT BOND

(O.R.C. § 153.571)

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

Pollard Land Services, Inc.

as principal and Selective Insurance Company of America as sureties, are hereby held and firmly bound unto Ashtabula County Board of Commissioners. as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on . May 9, 2024 to undertake the project known as . Contract B - Bishop Road Waterline Phase 1 . The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate bids made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of _____ dollars. (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this 9th day of May, 2024.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid for 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 per cent 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 per cent 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 by the obligee to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materials suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materials suppliers or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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

Signed this 9th day of May, 2024

Pollard Land Services, Inc.
(Principal)(Seal)

By: Kenneth A Pollard

Printed Name and Title: KENNETH A. POLLARD
PRESIDENT

Selective Insurance Company of America
(Surety)(Seal)

By: Pamela M Anderson

Printed Name and Title: Pamela M. Anderson, Attorney-in-Fact

Selective Insurance Company of America
Surety Company Name

Surety Company Address 40 Wantage Avenue
Branchville, NJ 07890

Surety Company's Telephone Number 973-948-3000

Surety Company's Fax Number 855-540-6760

Seubert & Associates, Inc.
Surety Agency Name

Surety Agent's Address 225 North Shore Drive, Suite 300
Pittsburgh, PA 15212

Surety Agent's Telephone Number 412-734-4900

Surety Agent's Fax Number 412-734-6640

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40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

> The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint: **JAY BLACK, BRIAN G. HARTMAN, BARBARA A. LEEPER, PATTI K. LINDSEY, WENDY A. BRIGHT, ALEXANDRA MACHNIK, PAMELA M. ANDERSON, WILLIAM CHAPMAN, MATTHEW EPERESI, NATASHA KERR, CHERI L. RITZ, MADELINE P. LOVETT**, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **NO LIMITATIONS.**

Signed this 9 day of JANUARY, 2024

SELECTIVE INSURANCE COMPANY OF AMERICA

By: _____
Brian C. Sarisky
Its SVP, Chief Underwriting Officer, Commercial Lines

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1926 NEW JERSEY

STATE OF NEW JERSEY :
:ss. Branchville
COUNTY OF SUSSEX :

On this 9 day of JANUARY, 2024 before me, the undersigned officer, personally appeared Brian C. Sarisky who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

CHARLENE KIMBLE NOTARY PUBLIC NEW JERSEY

Charlene Kimble
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # N/A
MY COMMISSION EXPIRES 6/2/26

_____
Notary Public

The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution are still in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 9th day of May, 2024.

_____
Michael H. Lanza, SICA Corporate Secretary

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1926 NEW JERSEY

CERTIFIED COPY

SELECTIVE INSURANCE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

STATEMENT OF FINANCIAL CONDITION

I hereby certify that the following information is contained in the Annual Statement of Selective Insurance Company of America ("SICA") to the New Jersey Department of Banking and Insurance as of December 31, 2022:

ADMITTED ASSETS (in thousands)		LIABILITIES AND SURPLUS (in thousands)	
Bonds	$2,141,305	Reserve for losses and loss expenses	$1,395,501
Preferred stocks at convention value	7,862	Reserve for unearned premiums	582,531
Common stocks at convention values	60,767	Provision for unauthorized reinsurance	818
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Other invested assets	210,529	Total liabilities	2,504,609
Interest and dividends due or accrued	19,769		
Premiums receivable	514,883	Surplus as regards policyholders	851,829
Other admitted assets	176,044		
Total admitted assets	3,356,438	Total liabilities and surplus as regards policyholders	3,356,438

I further certify that the following is a true and exact excerpt from Article VII, Section 1 of the By-Laws of SICA, which is still valid and existing.

> The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of SICA, this 2nd day of March, 2023.

Michael H. Lanza
SICA Corporate Secretary

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1926 NEW JERSEY

STATE OF NEW JERSEY :
:ss. Branchville
COUNTY OF SUSSEX :

On this 2nd day of March 2023, before me, the undersigned officer, personally appeared Michael H. Lanza, who acknowledged himself to be the Corporate Secretary of SICA, and that he, as such Corporate Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Corporate Secretary.

Christine Marie Lawson
Notary Public
My Commission Expires:

CHRISTINE MARIE LAWSON NOTARY PUBLIC NEW JERSEY

CHRISTINE MARIE LAWSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 15, 2024

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus,Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance

Issued 04/01/2024
Effective 04/02/2024
Expires 04/01/2025

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

SELECTIVE INSURANCE COMPANY OF AMERICA

of New Jersey is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Allied Lines
Boiler & Machinery
Burglary & Theft
Commercial Auto - Liability
Commercial Auto - No Fault
Commercial Auto - Physical Damage
Credit Accident & Health
Earthquake
Fidelity
Fire
Glass
Inland Marine
Multiple Peril - Commercial
Multiple Peril - Farmowners
Multiple Peril - Homeowners
Ocean Marine
Other Liability
Private Passenger Auto - Liability
Private Passenger Auto - No Fault
Private Passenger Auto - Physical Damage
Surety
Workers Compensation

SELECTIVE INSURANCE COMPANY OF AMERICA certified in its annual statement to this Department as of December 31, 2023 that it has admitted assets in the amount of $3,715,312,415, liabilities in the amount of $2,776,547,237, and surplus of at least $938,765,178.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director

BID GUARANTY AND CONTRACT BOND

(O.R.C. § 153.571)

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

Pollard Land Services, Inc.

as principal and Selective Insurance Company of America as sureties, are hereby held and firmly bound unto Ashtabula County Board of Commissioners. as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on . May 9, 2024 to undertake the project known as . Combined Bid - S River Rd & Bishop Rd Waterlines . The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate bids made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of _____ dollars. (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this 9th day of May, 2024.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid for 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 per cent 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 per cent 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 by the obligee to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materials suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materials suppliers or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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

Signed this 9th day of May, 2024

Pollard Land Services, Inc.
(Principal)(Seal)

By: Kenneth A Pollard

Printed Name and Title: KENNETH A. POLLARD
PRESIDENT

Selective Insurance Company of America
(Surety)(Seal)

By: Pamela M Anderson

Printed Name and Title: Pamela M. Anderson, Attorney-in-Fact

Selective Insurance Company of America
Surety Company Name

Surety Company Address 40 Wantage Avenue
Branchville, NJ 07890

Surety Company's Telephone Number 973-948-3000

Surety Company's Fax Number 855-540-6760

Seubert & Associates, Inc.
Surety Agency Name

Surety Agent's Address 225 North Shore Drive, Suite 300
Pittsburgh, PA 15212

Surety Agent's Telephone Number 412-734-4900

Surety Agent's Fax Number 412-734-6640

SELECTIVE INSURANCE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

POWER OF ATTORNEY

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

> The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint: **JAY BLACK, BRIAN G. HARTMAN, BARBARA A. LEEPER, PATTI K. LINDSEY, WENDY A. BRIGHT, ALEXANDRA MACHNIK, PAMELA M. ANDERSON, WILLIAM CHAPMAN, MATTHEW EPERESI, NATASHA KERR, CHERI L. RITZ, MADELINE P. LOVETT**, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **NO LIMITATIONS.**

Signed this 9 day of JANUARY, 2024

SELECTIVE INSURANCE COMPANY OF AMERICA

By: _____
Brian C. Sarisky
Its SVP, Chief Underwriting Officer, Commercial Lines

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1926 NEW JERSEY

CERTIFIED COPY

STATE OF NEW JERSEY :
:ss. Branchville
COUNTY OF SUSSEX :

On this 9 day of **JANUARY, 2024** before me, the undersigned officer, personally appeared Brian C. Sarisky who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # N/A
MY COMMISSION EXPIRES 6/2/26

_____
Notary Public

CHARLENE KIMBLE NOTARY PUBLIC NEW JERSEY

The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution are still in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 9th day of May, 2024.

_____
Michael H. Lanza, SICA Corporate Secretary

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1926 NEW JERSEY

SELECTIVE INSURANCE®

Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000

STATEMENT OF FINANCIAL CONDITION

I hereby certify that the following information is contained in the Annual Statement of Selective Insurance Company of America ("SICA") to the New Jersey Department of Banking and Insurance as of December 31, 2022:

ADMITTED ASSETS (in thousands)		LIABILITIES AND SURPLUS (in thousands)	
Bonds	$2,141,305	Reserve for losses and loss expenses	$1,395,501
Preferred stocks at convention value	7,862	Reserve for unearned premiums	582,531
Common stocks at convention values	60,767	Provision for unauthorized reinsurance	818
Subsidiary common stock at convention values	0	Commissions payable and contingent commissions	43,037
Short-term investments	123,365	Other accrued expenses	30,780
Mortgage loans on real estate (including collateral loans)	101,914	Other liabilities	451,942
Other invested assets	210,529	Total liabilities	2,504,609
Interest and dividends due or accrued	19,769		
Premiums receivable	514,883	Surplus as regards policyholders	851,829
Other admitted assets	176,044		
Total admitted assets	3,356,438	Total liabilities and surplus as regards policyholders	3,356,438

I further certify that the following is a true and exact excerpt from Article VII, Section 1 of the By-Laws of SICA, which is still valid and existing.

> The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

IN WITNESS WHEREOF, I hereunto subscribe my name and affix the seal of SICA, this 2nd day of March, 2023.

Michael H. Lanza
SICA Corporate Secretary

SELECTIVE INSURANCE COMPANY OF AMERICA CORPORATE SEAL 1926 NEW JERSEY

STATE OF NEW JERSEY :
:ss. Branchville
COUNTY OF SUSSEX :

On this 2nd day of March 2023, before me, the undersigned officer, personally appeared Michael H. Lanza, who acknowledged himself to be the Corporate Secretary of SICA, and that he, as such Corporate Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Corporate Secretary.

Christine Marie Lawson
Notary Public
My Commission Expires:

CHRISTINE MARIE LAWSON NOTARY PUBLIC NEW JERSEY

CHRISTINE MARIE LAWSON
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 15, 2024

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus,Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance

Issued 04/01/2024
Effective 04/02/2024
Expires 04/01/2025

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

SELECTIVE INSURANCE COMPANY OF AMERICA

of New Jersey is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Allied Lines
Boiler & Machinery
Burglary & Theft
Commercial Auto - Liability
Commercial Auto - No Fault
Commercial Auto - Physical Damage
Credit Accident & Health
Earthquake
Fidelity
Fire
Glass
Inland Marine
Multiple Peril - Commercial
Multiple Peril - Farmowners
Multiple Peril - Homeowners
Ocean Marine
Other Liability
Private Passenger Auto - Liability
Private Passenger Auto - No Fault
Private Passenger Auto - Physical Damage
Surety
Workers Compensation

SELECTIVE INSURANCE COMPANY OF AMERICA certified in its annual statement to this Department as of December 31, 2023 that it has admitted assets in the amount of $3,715,312,415, liabilities in the amount of $2,776,547,237, and surplus of at least $938,765,178.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director

Proposal to Ashtabula Co. Bd. of Commissioners
For South River Road Water Line Extension
Separate Contracts - Contract A - S. River Road
Project No. 220544

REF. NO.	DESCRIPTION	QTY.	MEASURE UNITS	UNIT PRICE LABOR	UNIT PRICE MATERIAL	TOTAL UNIT PRICE	ITEM TOTAL
1	(SPC) PRECONSTRUCTION VIDEO DOCUMENTATION	1.00	LS	$ 2,450.00	$ 50.00	$ 2,500.00	$ 2,500.00
2	(SPC) BONDS AND INSURANCES, AS PER PLAN	1.00	LS	$ 16,000.00	$ 0.00	$ 16,000.00	$ 16,000.00
3	(201) CLEARING AND GRUBBING	1.00	LS	$ 2,000.00	$ 0.00	$ 2,000.00	$ 2,000.00
4	(SPC) TYPE "C" PAVEMENT REPLACEMENT (ASPHALT), ROADWAY, AS PER PLAN	388.00	SY	$ 40.00	$ 35.00	$ 75.00	$ 29,100.00
5	(614) MAINTAINING TRAFFIC	1.00	LS	$ 13,000.00	$ 0.00	$ 13,000.00	$ 13,000.00
6	(624) MOBILIZATION	1.00	LS	$ 7,500.00	$ 0.00	$ 7,500.00	$ 7,500.00
7	(638) CONNECT NEW WATER MAIN TO EXISTING WATER MAIN, AS PER PLAN	1.00	EACH	$ 250.00	$ 250.00	$ 500.00	$ 500.00
8	(638) 8 INCH WATER MAIN POLYVINYL CHLORIDE PIPE AND FITTINGS, AWWA C909 PVCO, AS PER PLAN	7,925.00	FT	$ 35.00	$ 30.00	$ 65.00	$ 515,125.00
9	(638) CORP STOP AND SADDLE, AS PER PLAN	1.00	EACH	$ 200.00	$ 300.00	$ 500.00	$ 500.00
10	(638) 8 INCH GATE VALVE AND VALVE BOX	5.00	EACH	$ 1,000.00	$ 2,000.00	$ 3,000.00	$ 15,000.00
11	(638) 6 INCH FIRE HYDRANT ASSEMBLY, INCLUDING 6 INCH VALVE AND VALVE BOX, TYPE A, AS PER PLAN	1.00	EACH	$ 1,500.00	$ 6,300.00	$ 7,800.00	$ 7,800.00
12	(638) 6 INCH FIRE HYDRANT ASSEMBLY, INCLUDING 6 INCH VALVE AND VALVE BOX, TYPE B, AS PER PLAN	8.00	EACH	$ 1,500.00	$ 6,000.00	$ 7,500.00	$ 60,000.00
13	(659) SEEDING AND MULCHING	5,482.00	SY	$ 2.00	$ 2.00	$ 4.00	$ 21,928.00
14	(SPC) EROSION CONTROL, AS PER PLAN	1.00	LS	$ 1,000.00	$ 1,000.00	$ 2,000.00	$ 2,000.00

INFORMAL TOTAL BID $ 692,953.00

BF.8

Proposal to Ashtabula Co. Bd. of Commissioners
For South River Road Water Line Extension
Separate Contracts - Contract A - S. River Rd - Alternate - Broadband Conduit
Project No. 220544

REF. NO.	DESCRIPTION	QTY.	MEASURE UNITS	UNIT PRICE LABOR	UNIT PRICE MATERIAL	TOTAL UNIT PRICE	ITEM TOTAL
1	(625) BROADBAND SERVICE CONDUIT AND PULL BOXES	1.00	LS	$5,000.00	$ 55,000.00	$ 60,000.00	$ 60,000.00

INFORMAL TOTAL BID $ 60,000.00

The Bidder hereby acknowledges that they have reviewed the following addenda:

Addendum No.	1	2	3	4	5	
Date:	04/16/2024	04/24/2024	04/26/2024	05/02/2024	05/06/2024	

The undersigned, having full knowledge of the plans and specifications for the improvements and the conditions of the Proposal hereby agree to furnish all the services, labor, materials, and equipment necessary to complete the work according to the plans and specifications and to accept as full compensation the lump sum or the unit prices specified serving as deduct or extra compensation rates.

And We (or I) do hereby agree that in the event of failure on OUR part to contract as aforesaid (provided this Proposal is accepted) the Bid Bond, Check or Letter of Credit accompanying this Proposal shall be forfeited to the Owner as liquidated damages for the difference between this bid and the awarded Contract price, not to exceed the amount of bond. We further agree that the Owner may reject any or all bids.

By signature below, I hereby certify that **I AND MY Insurance Agent have examined the insurance requirements** in the specifications and that the types and amounts of same are currently in effect or will be obtained and kept in effect for the project duration and that my Insurance Agent has assured that notification of non-renewal, policy modification, and/or cancellation to all certificate holders will occur per the contract requirements. Verification will be provided to the Owner subsequent to the issuance of a Notice of Award.

BF.10A

Submitted by,

POLLARD LAND SERVICES, INC.	KENNETH A. POLLARD, PRESIDENT	814-474-1107
Firm, Corporation, or Individual	Officer's Name and Title (typed)	Telephone Number
8150 FRANKLIN ROAD		814-217-6690
Street Address	Officer's Signature	Fax Number
GIRARD, PA 16417	05/09/2024	pls@velocity.net
City, State, Zip Code	Date	E-Mail Address
	2184459	20-3322611
	Ohio Secretary of State ID Number	Federal Tax ID Number

Note: Evidence of authority to sign must be affixed and attested by the Secretary.

COMPLETION DATE: DECEMBER 31, 2024

LIQUIDATED DAMAGES: $1,000.00

Proposal to Ashtabula Co. Bd. of Commissioners
For Bishop Road Watermain
Separate Contracts - Contract B - Bishop Road
Project No. 231064

REF. NO.	DESCRIPTION	QTY.	MEASURE UNITS	UNIT PRICE LABOR	UNIT PRICE MATERIAL	TOTAL UNIT PRICE	ITEM TOTAL
1	(SPC) PRECONSTRUCTION VIDEO DOCUMENTATION	1.00	LS	$ 950.00	$ 50.00	$ 1,000.00	$ 1,000.00
2	(SPC) BONDS AND INSURANCES, AS PER PLAN	1.00	LS	$6,000.00	$ 0.00	$ 6,000.00	$ 6,000.00
3	(201) CLEARING AND GRUBBING	1.00	LS	$ 500.00	$0.00	$ 500.00	$ 500.00
4	(SPC) TYPE "A" PAVEMENT REPLACEMENT (CONCRETE), ROADWAY, AS PER PLAN	100.00	SY	$ 75.00	$ 75.00	$ 150.00	$ $15,000.00
5	(614) MAINTAINING TRAFFIC	1.00	LS	$5,000.00	$ 0.00	$ 5,000.00	$ 5,000.00
6	(624) MOBILIZATION	1.00	LS	$ 2,500.00	$ 0.00	$ 2,500.00	$ 2,500.00
7	(638) 12 INCH WATER MAIN POLYVINYL CHLORIDE PIPE AND FITTINGS, AWWA C909 PVCO, AS PER PLAN	3,125.00	FT	$ 35.00	$ 50.00	$ 85.00	$ 265,625.00
8	(638) 12 INCH GATE VALVE AND VALVE BOX	4.00	EACH	$1,000.00	$ $3,500.00	$ 4,500.00	$ 18,000.00
9	(638) 12 INCH X 12 INCH TAPPING SLEEVE, VALVE AND VALVE BOX	1.00	EACH	$ 3,000.00	$ $5,500.00	$ 8,500.00	$ 8,500.00
10	(638) 6 INCH FIRE HYDRANT ASSEMBLY, INCLUDING 6 INCH VALVE AND VALVE BOX, TYPE B, AS PER PLAN	7.00	EACH	$ 1,500.00	$ 6,300.00	$ 7,800.00	$ 54,600.00
11	(659) SEEDING AND MULCHING	2,000.00	SY	$ 2.00	$ 2.00	$ 4.00	$ 8,000.00
12	(SPC) EROSION CONTROL, AS PER PLAN	1.00	LS	$592.00	$ 500.00	$ 1,092.00	$1,092.00

INFORMAL TOTAL BID $ 385,817.00

BF.11A

Proposal to Ashtabula Co. Bd. of Commissioners
For Bishop Road Watermain
Separate Contracts - Contract B - Bishop Rd - Alternate - Broadband Conduit
Project No. 231064

REF. NO.	DESCRIPTION	QTY.	MEASURE UNITS	UNIT PRICE LABOR	UNIT PRICE MATERIAL	TOTAL UNIT PRICE	ITEM TOTAL
1	(625) BROADBAND SERVICE CONDUIT AND PULL BOXES	1.00	LS	$ 2,100.00	$ 22,900.00	$ 25,000.00	$ 25,000.00

INFORMAL TOTAL BID $ 25,000.00

The Bidder hereby acknowledges that they have reviewed the following addenda:

Addendum No.	1	2	3	4	5	
Date:	04/16/2024	04/24/2024	04/26/2024	05/02/2024	05/06/2024	

The undersigned, having full knowledge of the plans and specifications for the improvements and the conditions of the Proposal hereby agree to furnish all the services, labor, materials, and equipment necessary to complete the work according to the plans and specifications and to accept as full compensation the lump sum or the unit prices specified serving as deduct or extra compensation rates.

And We (or I) do hereby agree that in the event of failure on OUR part to contract as aforesaid (provided this Proposal is accepted) the Bid Bond, Check or Letter of Credit accompanying this Proposal shall be forfeited to the Owner as liquidated damages for the difference between this bid and the awarded Contract price, not to exceed the amount of bond. We further agree that the Owner may reject any or all bids.

By signature below, I hereby certify that **I AND MY Insurance Agent have examined the insurance requirements** in the specifications and that the types and amounts of same are currently in effect or will be obtained and kept in effect for the project duration and that my Insurance Agent has assured that notification of non-renewal, policy modification, and/or cancellation to all certificate holders will occur per the contract requirements. Verification will be provided to the Owner subsequent to the issuance of a Notice of Award.

BF.13A

Submitted by,

POLLARD LAND SERVICES, INC.	KENNETH A. POLLARD, PRESIDENT	814-474-1107
Firm, Corporation, or Individual	Officer's Name and Title (typed)	Telephone Number
8150 FRANKLIN ROAD		814-217-6690
Street Address	Officer's Signature	Fax Number
GIRARD, PA 16417	05/09/2024	pls@velocity.net
City, State, Zip Code	Date	E-Mail Address
	2184459	20-3322611
	Ohio Secretary of State ID Number	Federal Tax ID Number

Note: Evidence of authority to sign must be affixed and attested by the Secretary.

COMPLETION DATE: MAY 16, 2025

LIQUIDATED DAMAGES: $1,000.00

Proposal to Ashtabula Co. Bd. of Commissioners
For South River Road Water Line Extension
Combined Contracts - Contract A - S. River Rd
Project No. 220544

REF. NO.	DESCRIPTION	QTY.	MEASURE UNITS	UNIT PRICE LABOR	UNIT PRICE MATERIAL	TOTAL UNIT PRICE	ITEM TOTAL
1	(SPC) PRECONSTRUCTION VIDEO DOCUMENTATION	1.00	LS	$ 2,450.00	$ 50.00	$ 2,500.00	$ 2,500.00
2	(SPC) BONDS AND INSURANCES, AS PER PLAN	1.00	LS	$ 16,000.00	$0.00	$ 16,000.00	$16,000.00
3	(201) CLEARING AND GRUBBING	1.00	LS	$ 2,000.00	$ 0.00	$ 2,000.00	$ 2,000.00
4	(SPC) TYPE "C" PAVEMENT REPLACEMENT (ASPHALT), ROADWAY, AS PER PLAN	388.00	SY	$ 40.00	$ 35.00	$ 75.00	$29,100.00
5	(614) MAINTAINING TRAFFIC	1.00	LS	$ 13,000.00	$ 0.00	$ 13,000.00	$ 13,000.00
6	(624) MOBILIZATION	1.00	LS	$ 7,500.00	$ 0.00	$ 7,500.00	$ 7,500.00
7	(638) CONNECT NEW WATER MAIN TO EXISTING WATER MAIN, AS PER PLAN	1.00	EACH	$ 250.00	$ 250.00	$ 500.00	$ 500.00
8	(638) 8 INCH WATER MAIN POLYVINYL CHLORIDE PIPE AND FITTINGS, AWWA C909 PVCO, AS PER PLAN	7,925.00	FT	$ 35.00	$ 30.00	$ 65.00	$515,125.00
9	(638) CORP STOP AND SADDLE, AS PER PLAN	1.00	EACH	$200.00	$ 300.00	$ 500.00	$ 500.00
10	(638) 8 INCH GATE VALVE AND VALVE BOX	5.00	EACH	$1,000.00	$ 2,000.00	$ 3,000.00	$ 15,000.00
11	(638) 6 INCH FIRE HYDRANT ASSEMBLY, INCLUDING 6 INCH VALVE AND VALVE BOX, TYPE A, AS PER PLAN	1.00	EACH	$1,500.00	$6,300.00	$ 7,800.00	$ 7,800.00
12	(638) 6 INCH FIRE HYDRANT ASSEMBLY, INCLUDING 6 INCH VALVE AND VALVE BOX, TYPE B, AS PER PLAN	8.00	EACH	$ 1,500.00	$ 6,000.00	$ 7,500.00	$ 60,000.00
13	(659) SEEDING AND MULCHING	5,482.00	SY	$ 2.00	$ 2.00	$ 4.00	$21,928.00
14	(SPC) EROSION CONTROL, AS PER PLAN	1.00	LS	$1,000.00	$ 1,000.00	$2,000.00	$2,000.00

INFORMAL TOTAL BID $ 692,953.00

BF.14

Proposal to Ashtabula Co. Bd. of Commissioners
For South River Road Water Line Extension
Combined Contracts - Contract A - S. River Rd - Alternate - Broadband Conduit
Project No. 220544

REF. NO.	DESCRIPTION	QTY.	MEASURE UNITS	UNIT PRICE LABOR	UNIT PRICE MATERIAL	TOTAL UNIT PRICE	ITEM TOTAL
1	(625) BROADBAND SERVICE CONDUIT AND PULL BOXES	1.00	LS	$ 5,000.00	$ 55,000.00	$ 60,000.00	$60,000.00

INFORMAL TOTAL BID $ 60,000.00

Proposal to Ashtabula Co. Bd. of Commissioners
For Bishop Road Watermain
Combined Contracts - Contract B - Bishop Rd
Project No. 231064

REF. NO.	DESCRIPTION	QTY.	MEASURE UNITS	UNIT PRICE LABOR	UNIT PRICE MATERIAL	TOTAL UNIT PRICE	ITEM TOTAL
1	(SPC) PRECONSTRUCTION VIDEO DOCUMENTATION	1.00	LS	$ 950.00	$ 50.00	$ 1,000.00	$ 1,000.00
2	(SPC) BONDS AND INSURANCES, AS PER PLAN	1.00	LS	$ 6,000.00	$ 0.00	$ 6,000.00	$ 6,000.00
3	(201) CLEARING AND GRUBBING	1.00	LS	$ 500.00	$ 0.00	$ 500.00	$ 500.00
4	(SPC) TYPE "A" PAVEMENT REPLACEMENT (CONCRETE), ROADWAY, AS PER PLAN	100.00	SY	$ 75.00	$ 75.00	$ 150.00	$ 15,000.00
5	(614) MAINTAINING TRAFFIC	1.00	LS	$ 5,000.00	$ 0.00	$ 5,000.00	$ 5,000.00
6	(624) MOBILIZATION	1.00	LS	$ 2,500.00	$ 0.00	$ 2,500.00	$ 2,500.00
7	(638) 12 INCH WATER MAIN POLYVINYL CHLORIDE PIPE AND FITTINGS, AWWA C909 PVCO, AS PER PLAN	3,125.00	FT	$ 35.00	$ 50.00	$ 85.00	$ 265,625.00
8	(638) 12 INCH GATE VALVE AND VALVE BOX	4.00	EACH	$ 1,000.00	$ 3,500.00	$ 4,500.00	$ 18,000.00
9	(638) 12 INCH X 12 INCH TAPPING SLEEVE, VALVE AND VALVE BOX	1.00	EACH	$ 3,000.00	$ 5,500.00	$ 8,500.00	$ 8,500.00
10	(638) 6 INCH FIRE HYDRANT ASSEMBLY, INCLUDING 6 INCH VALVE AND VALVE BOX, TYPE B, AS PER PLAN	7.00	EACH	$ 1,500.00	$ 6,300.00	$ 7,800.00	$ 54,600.00
11	(659) SEEDING AND MULCHING	2,000.00	SY	$ 2.00	$ 2.00	$ 4.00	$ 8,000.00
12	(SPC) EROSION CONTROL, AS PER PLAN	1.00	LS	$ 592.00	$ 500.00	$ 1,092.00	$ 1,092.00

INFORMAL TOTAL BID $ 385,817.00

BF.16A

Proposal to Ashtabula Co. Bd. of Commissioners
For Bishop Road Watermain
Combined Contracts - Part B - Bishop Rd - Alternate - Broadband Conduit
Project No. 231064

REF. NO.	DESCRIPTION	QTY.	MEASURE UNITS	UNIT PRICE LABOR	UNIT PRICE MATERIAL	TOTAL UNIT PRICE	ITEM TOTAL
1	(625) BROADBAND SERVICE CONDUIT AND PULL BOXES	1.00	LS	$ $2,100.00	$ 22,900.00	$ 25,000.00	$25,000.00

INFORMAL TOTAL BID $ 25,000.00

COMBINED BID - CONTRACTS A & B
SUMMARY OF SUBTOALS FROM BF.14 TO BF.17

Informal Subtotals

$692,953.00	Contract A – South River Ph 1 – Base Bid from BF.14
$60,000.00	Contract A – South River Ph 1 – Alternate from BF.15
$385,817.00	Contract B – Bishop Road Ph 1 – Base Bid from BF.16
$25,000.00	Contract B – Bishop Road Ph 1 – Alternate from BF.17
$1,163,770.00	**Informal Total Combined Bid**

The Bidder hereby acknowledges that they have reviewed the following addenda:

Addendum No.	1	2	3	4	5	
Date:	04/16/2024	04/24/2024	04/26/2024	05/02/2024	05/06/2024	

The undersigned, having full knowledge of the plans and specifications for the improvements and the conditions of the Proposal hereby agree to furnish all the services, labor, materials, and equipment necessary to complete the work according to the plans and specifications and to accept as full compensation the lump sum or the unit prices specified serving as deduct or extra compensation rates.

And We (or I) do hereby agree that in the event of failure on OUR part to contract as aforesaid (provided this Proposal is accepted) the Bid Bond, Check or Letter of Credit accompanying this Proposal shall be forfeited to the Owner as liquidated damages for the difference between this bid and the awarded Contract price, not to exceed the amount of bond. We further agree that the Owner may reject any or all bids.

By signature below, I hereby certify that **I AND MY Insurance Agent have examined the insurance requirements** in the specifications and that the types and amounts of same are currently in effect or will be obtained and kept in effect for the project duration and that my Insurance Agent has assured that notification of non-renewal, policy modification, and/or cancellation to all certificate holders will occur per the contract requirements. Verification will be provided to the Owner subsequent to the issuance of a Notice of Award.

BF.19A

Submitted by,

POLLARD LAND SERVICES, INC.	KENNETH A. POLLARD, PRESIDENT	814-474-1107
Firm, Corporation, or Individual	Officer's Name and Title (typed)	Telephone Number
		814-217-6690
8150 FRANKLIN ROAD	Officer's Signature	Fax Number
Street Address		
GIRARD, PA 16417	05/09/2024	pls@velocity.net
City, State, Zip Code	Date	E-Mail Address
	2184459	20-3322611
	Ohio Secretary of State ID Number	Federal Tax ID Number

Note: Evidence of authority to sign must be affixed and attested by the Secretary.

COMPLETION DATE: CONTRACT A - DECEMBER 31, 2024, CONTRACT B - MAY 16, 2025

LIQUIDATED DAMAGES: $1,000.00

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 the 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 of 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 vender. 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) 05/09/2024 (Date)

KENNETH A. POLLARD, PRESIDENT
(Name and Title of Signer, Please type)

POLLARD LAND SERVICES, INC.
(Firm Name)

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 of State antitrust statues or commission if 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;

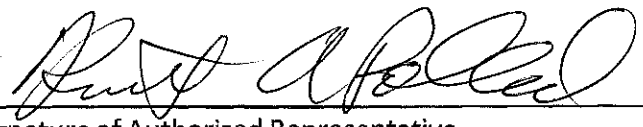
(d) Have not within a three year period preceding this application / proposal had one or more public transactions (Federal, State, or local) terminated for cause or default; and

(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.

KENNETH A. POLLARD, PRESIDENT

Type Name & Title of Authorized Representative



Signature of Authorized Representative

05/09/2024

Date

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

OEPA DBE PROGRAM

MBE/WBE DATA SHEET I

MINORITY AND WOMEN'S BUSINESS ENTERPRISE FAIR SHARE UTILIZATION

1. Does Bidder intend to meet the "fair share" goal by subcontracting to MBE and WBE for at least the following minimum amounts?

MBE - 1.3% **WBE - 1.0%** __X__ Yes

_____ No

2. If the Bidder cannot meet or can only partially meet the fair share goals, provide a narrative summary of the Bidder's good faith efforts prior to and after the bid opening to achieve the stated goal.

3. Name, address, and telephone number of person to contact on all MBE/WBE matters.

Name: KENNETH A. POLLARD

Address: 8150 FRANKLIN ROAD GIRARD PA 16417

Telephone Number: 814-474-1107

Email Address: pls@velocity.net

Note: The Contractor shall submit EPA Form 6100-3 - DBE Subcontractor Performance Form and EPA Form 6100-4 - DBE Subcontractor Utilization Form and/or his Good Faith Efforts documentation within seven (7) days of the Bid Opening.

ANNUAL COMBINED MEETING OF SOLE SHAREHOLDER AND DIRECTOR

OF POLLARD LAND SERVICES, INC.

The Annual Combined Meeting of the Sole Shareholder and Director of Pollard Land Services, Inc., (the "Company"), was held on or about Monday, January 8, 2024.

The sole Shareholder and Director, Kenneth A. Pollard, was present and waived notice of the meeting. The Minutes of the last Shareholder meeting and the last Director meeting were approved as recorded.

The sole Shareholder elected Kenneth A. Pollard as sole Director of the Company to hold office for the ensuing year or until others are chosen and qualified in his stead.

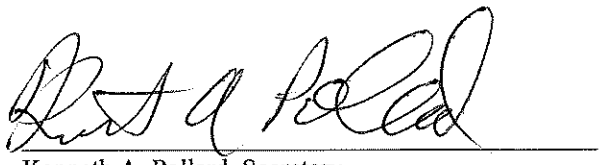
The Director then elected the following as officers of the Company to hold office for the ensuing year or until others are chosen and qualified in his stead:

Kenneth A. Pollard	-	President, Secretary, Treasurer
Kristine P. Pollard	-	Vice President
Brian J. Pollard	-	Vice President

The Shareholder and Director respectively resolved that all acts, transactions, and proceedings of the Board of Directors and of the officers of the Company, since the date of the last annual meeting and including the day of this meeting, be confirmed, ratified and approved in all respects.

The financial reports of the Company for the fiscal year ended were reviewed and accepted by the Shareholder and Director.

There being no further business, the combined annual meeting of the Shareholder and Director of the Company was adjourned.



Kenneth A. Pollard, Secretary

Pollard Land Services, Inc.
Corporation EIN: 20-3322611
Organized under the laws of the State of Pennsylvania

#1474027

UNITED STATES OF AMERICA,
STATE OF OHIO,
OFFICE OF SECRETARY OF STATE

I, Frank LaRose, Secretary of State of the State of Ohio, do hereby certify that the paper to which this is attached is a true and correct copy from the original record now in my official custody as Secretary of State.

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 17th day of November, A.D. 2020.

Ohio Secretary of State

Validation Number:
202032204472

DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
03/25/2013	201308101685	FOREIGN LICENSE/FOR-PROFIT (FLF)	125.00	100.00		.00	.00

Receipt

This is not a bill. Please do not remit payment.

QUINN LAW FIRM
ATTN JOHN LEEMHUIS, ESQUIRE
2222 W GRANDVIEW BLVD
ERIE, PA 16506

STATE OF OHIO
CERTIFICATE

Ohio Secretary of State, Jon Husted

2184459

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

POLLARD LAND SERVICES, INC.

and, that said business records show the filing and recording of:

Document(s)	Document No(s):
FOREIGN LICENSE/FOR-PROFIT	**201308101685**

Effective Date: 03/22/2013

Authorization to transact business in Ohio is hereby given, until surrender, expiration or cancellation of this license.

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 25th day of March, A.D. 2013.

Jon Husted

Ohio Secretary of State

Form 530A Prescribed by:
Ohio Secretary of State
JON HUSTED
Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: (877) SOS-FILE (767-3453)
www.OhioSecretaryofState.gov
Busserv@OhioSecretaryofState.gov

Mail this form to one of the following:

Regular Filing (non expedite)
P.O. Box 670
Columbus, OH 43216

Expedite Filing **(Two-business day processing time requires an additional $100.00).**
P.O. Box 1390
Columbus, OH 43216

Foreign For-Profit Corporation Application for License
Filing Fee: $125
(151-FLF)

The application is made to procure a ☐ Permanent License ☒ Temporary License (valid for six months)

Attach Certificate of Good Standing from the jurisdiction of formation (see instructions)

Name of Corporation: Pollard Land Services, Inc.
(Name must match the name on the Certificate of Good Standing)

Assumed name under which the corporation will do business, if its corporate name is not available in Ohio
(Must attach "Resolution of Foreign Corporation to Qualify Under An Assumed Name" Form 591)

Under the Laws of the Jurisdiction of: Pennsylvania
Jurisdiction of Formation

Date of Incorporation in Jurisdiction of Formation: August 18, 2005
Date of Incorporation
(Date must match the date provided on the Certificate of Good Standing)

The location of the principal office (non-Ohio) is:

8150 Franklin Road
Mailing Address

Girard | PA | 16417
City | State | ZIP Code

If there is a principal office within Ohio, the location is

Mailing Address

City | State | ZIP Code

A brief summary of the corporate purpose(s) to be exercised within Ohio

Bid and work on state and federal sewer and water projects.

Appointment of Agent

The corporation hereby appoints the following as its statutory agent upon whom process against the corporation may be served in Ohio.

CT Corporation System

Name

1300 East 9th Street

Mailing Address

Cleveland	Ohio	44114
City	State	ZIP Code

☐ **If the agent is an individual and using a P.O. Box, check this box to confirm the agent is an Ohio resident.**

The entity above irrevocably consents to service of process on the agent listed above as long as the authority of the agent continues, and to service of process upon the Ohio Secretary of State if:

A. an agent is not appointed, or
B. an agent is appointed but the authority of that agent has been revoked, or
C. the agent cannot be found or served after the exercise of reasonable diligence.

Pursuant to Ohio Revised Code 1703.29 (A), a foreign corporation is required to pay an additional $250 fee if the application is being made to enable the corporation to prosecute or defend a legal action. Please see Ohio Revised Code or the instructions for more information.

☒ No, the corporation is not filing for this purpose and an additional fee is not included.

☐ Yes, the application is being filed for this purpose and the additional $250 fee is included with the filing fee.

If yes then:
Pursuant to Ohio Revised Code 1703.29(B), a foreign corporation that began transacting business in Ohio **prior to 2009** without a license may be required to provide a certificate from the tax commissioner which states that the corporation has paid all franchise taxes which it should have paid had it qualified to do business in this state.

Did the corporation begin transacting business in Ohio prior to 2009?

☐ Yes, the D4 certificate from the tax commissioner is attached.

☒ No, the corporation began transacting business in 2009 or later, therefore, a D4 certificate is not required.

Kenneth A. Pollard
Name of Officer

, being first duly sworn, deposes and says that he/she is the

President
Officer Title

of

Pollard Land Services, Inc.
Corporation

the corporation described in the foregoing application, and that the statements contained in said application are true and correct to best of my knowledge and belief.

Name: Kenneth A. Pollard

Signature:

Sworn before me and subscribed on 03/21/2013
Date

Notary Public

NOTARY SEAL

NOTARIAL SEAL
STEPHANIE L. WIERZCHOWSKI, NOTARY PUBLIC
ERIE, ERIE COUNTY, PENNSYLVANIA
MY COMMISSION EXPIRES ON JUNE 11, 2013

Expiration Date of Notary's Commission

06/11/2013
Date

SECTION 2
CONTRACT FORMS

Contract Forms

Contract A

Klinginsmith Enterprises, Inc.

REVISED CODE §1311.252
NOTICE OF COMMENCEMENT OF A PUBLIC IMPROVEMENT

State of Ohio)
) SS:
County of Ashtabula)

Kathryn L. Whittington, President (the "Affiant"), being first duly sworn, says that:

1. Affiant is the President of the Ashtabula County Board of Commissioners, at 25 West Jefferson Street, Bldg. E, Jefferson, Ohio for a contract executed on July 18, 2024, 2024.

2. The Public Authority will be commencing a public improvement identified as follows:
South River Road Waterline Extension Phase 1 – Contract A

3. The following lists the name, address, and surety of each of the principal contractors working on this public improvement:

TRADE	CONTRACTOR	SURETY
General	Klinginsmith Enterprises, Inc. P.O. Box 5135, 12984 Sportsman Road Conneaut Lake, Pennsylvania 16316	Pennsylvania National Mutual Casualty Insurance Co. 2 N. Second Street Harrisburg, PA 17101

4. For the purpose of service an affidavit pursuant to Revised Code §1311.26, service may be made upon the following representative of the Public Authority: Kathryn L. Whittington, President, at the Ashtabula County Board of Commissioners, ~~25 West~~ Jefferson Street, Bldg. E, Jefferson, Ohio 44047.

Kathryn L. Whittington, President

SWORN TO before me and subscribed in my presence this 18th day of July, 2024.

[SEAL]
Notary Public Comm exp 7/14/2025

Prepared by:

CT Consultants, Inc.
8150 Sterling Court
Mentor, Ohio 44060

NOTICE OF AWARD

TO: Klinginsmith Enterprises, Inc.
P.O. Box 5135, 12984 Sportsman Road
Conneaut Lake, Pennsylvania 16316

PROJECT: SOUTH RIVER ROAD WATERLINE EXTENSION PHASE I
CONTRACT A

You are notified that your Bid which was opened on 05/09/24 has been accepted for items in the amount of $620,593.55 at the unit bid prices as reflected in the bid tabulation contained herein for Contract A – Base Bid.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Bonds, Certificates of Insurance, and other documents within 10 calendar days from the date of receipt of this Notice.

Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid in default, to annul this Notice and to declare your Bid Security forfeited.

The Owner will return to you one (1) fully signed set of the contract documents.

ACKNOWLEDGMENT OF AWARD

ASHTABULA COUNTY COMMISSIONERS

Lisa Hawkins
County Clerk of the Commissioners

7-18-24
Date

KLINGINSMITH ENTERPRISES, INC.

Daniel Dawson
Vice President

07-11-2024
Date

RESOLUTION RECEIVING BIDS AND AWARDING FOR CONTRACT A: SOUTH RIVER ROAD WATERLINE EXTENSION PHASE I, TO KLINGINSMITH CONSTRUCTION CO, CONNEAUT OHIO, FOR A WSRLA FUNDED PROJECT, ACDES

WHEREAS, a request and recommendation has been received for the approval of the Board of Commissioners to award the South River Rd. Waterline Extension Project, contract A; and

WHEREAS, On April 9, 2024, by Resolution No 2024-193, bids were ordered, and on April 25, 2024 bids were received for the South River Rd Waterline Extension Project, contract A, as follows:

	Contract A South River Road	Contract A- Alternate South River Rd	Contract A- Base & Alternate	Contract B Bishop Road	Contract B- Alternate Bishop Rd	Contract B- Base & Alternate
Klinginsmith Construction Co.	$620,593.55	$144,000.00	$764,593.55	$406,625.00	$57,000.00	$463,625.00
J.Severino Construction, Inc.	$676,463.86	$42,815.17	$719,279.03	$472,104.92	$17,276.48	$489,381.40
Pollard Land Services, Inc.	$692,953.00	$60,000.00	$752,953.00	$385,817.00	$25,000.00	$410,817.00
Rudzik Excavating, Inc.	$753,110.00	$107,810.00	$860,920.00	$471,110.00	$48,270.00	$519,380.00
Chivers Construction Co. Inc.	$814,622.00	$81,533.00	$896,155.00	$516,762.00	$31,820.00	$548,582.00
Union Industrial Contractors, Inc.	$824,138.50	$56,500.00	$880,638.50	$531,475.00	$24,500.00	$555,975.00
Trax Construction Co.	$894,549.00	$69,116.00	$963,665.00	$534,928.00	$29,2353.00	$564,163.00
S.E.T. Inc.	$953,801.75	$117,235.00	$1,071,036.75	$565,557.00	$45,619.00	$611,176.00

WHEREAS, Douglas Starkey, Director of the Ashtabula County Department of Environmental Services, along with CT Consultants and staff, reviewed the bids and has recommended the bid be awarded to Klinginsmith Construction Co. for the total of the base bid of $620,593.55, as the lowest and best bid received; and

WHEREAS, this Board would concur with that recommendation; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that the bid for the South River Rd Waterline Extension Project, contract A; the project be awarded to Klinginsmith Construction Co., as outlined above.

ASHTABULA COUNTY COMMISSIONERS

CERTIFICATION PAGE

Resolution No. 2024-281 **June 04, 2024**

RESOLUTION RECEIVING BIDS AND AWARDING FOR CONTRACT A: SOUTH RIVER ROAD WATERLINE EXTENSION PHASE I, TO KLINGINSMITH CONSTRUCTION CO, CONNEAUT OHIO, FOR A WSRLA FUNDED PROJECT, ACDES

Upon the motion of Casey R. Kozlowski, seconded by J.P. Ducro IV.

VOTE:

Kathryn L. Whittington	**Aye**
J.P. Ducro IV	**Aye**
Casey R. Kozlowski	**Aye**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.

Lisa Hawkins

Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

AGREEMENT

This AGREEMENT, made this 18th day of July, 2024 (the "Effective Date") between Klinginsmith Enterprises, Inc. (the "Contractor"), with offices at PO Box 5134, 12984 Sportsman Road, Conneaut Lake, PA 16316, and Ashtabula County, 25 W. Jefferson St., 2nd Floor, Old Courthouse, Jefferson, OH 44047 (the "County") for the South River Road Waterline Extension Project, Phase I - Contract A in Ashtabula County.

WITNESSETH: That the parties hereto, for and in consideration of Covenants and Agreement to be performed by each as hereinafter set forth, do hereby agree as follows:

ARTICLE I
THE WORK

The Contractor shall furnish all the labor, services, materials, plant, equipment, tools, scaffolds, appliances, transportation, and all other things (collectively called the "Work") necessary for the timely and proper completion of the Work described in the Contract Documents for the Project as set forth in Exhibit A. In the event of inconsistencies within or between the Contract Documents, the Contractor shall provide the better quality or greater quantity of Work and shall comply with the more-strict requirement.

ARTICLE II
TERM

The term of this Agreement shall commence on the Effective Date and continue through December 31, 2024 (the "Completion Date"), unless otherwise terminated earlier as provided below (the "Term").

ARTICLE III
COMPENSATION AND PAYMENT

3.1 The Contractor's total compensation for the Work shall be $620,593.55 (the "Contract Price").

3.2 Contractor is subject to and responsible for paying fees to obtain all applicable licenses, permits, and other permissions necessary to perform its obligations under this Contract. Contractor is responsible for paying federal, state, and local taxes. Contractor agrees to withhold all income taxes due or payable for qualifying wages, salaries, and commissions paid to its employees and further agrees that any of its sub-contractors shall be required to agree to withhold any such income taxes due for services performed under this Contract.

3.3 The Contractor shall submit monthly to the County an itemized Application for Payment for Work performed based upon Exhibit A on a form satisfactory to the County.

3.4 The Application for Payment shall be supported by documentation substantiating the Contractor's right to payment. The Contractor shall supply such additional documentation as the designated representative of the county ("County's Representative") may request in connection with each payment to the Contractor.

Certified payroll reports for the period of time indicated shall be attached to one copy of every Application for Payment.

The Contractor shall list on the Application for Payment any approved Change Orders processed and performed during the time covered by the Application for Payment.

Payment of an approved Application for Payment shall be made within 45 days from the date of approval by the County's Representative. The County reserves the right to require proof of the renewal of required insurance as a condition precedent to payment.

The amount of Liquidated Damages to which the County is apparently entitled under the Contract Documents may be deducted from any Application for Payment by the County's Representative.

3.5 The County reserves the right to decline to approve any Application for Payment or part thereof, or because of subsequent evidence or inspection, may nullify any previous Application for Payment, in whole or in part, to such extent as may be necessary in the County's Representative's opinion to protect the County from loss because of:

(a) Defective or nonconforming Work ("Defective Work") not remedied;

(b) Damage caused by the Contractor;

(c) Failure to comply with the requirements of Chapter 4115, ORC;

(d) Liquidated damages in the amount set forth in the Contract Documents ("Liquidated Damages").

If the basis for withholding payment pursuant to this Section is removed, payment shall be made for amounts withheld because of the basis.

3.6 The Contractor, as a condition precedent to execution of the certificate of Contract Completion and to final payment, shall provide all documents required for approval by the County's Representative.

Payment of the final Application for Payment shall be made within 45 days from the date of approval by the County's Representative.

3.7 The making of final payment by the County shall constitute a waiver of all claims by the County except those arising after Contract Completion and the following:

(a) Defective Work;

(b) Outstanding liens;

(c) Failure of the Contractor to comply with any Warranties or Guarantees required by the Contract Documents.

The acceptance of final payment by the Contractor shall constitute a waiver of all claims against the County except those that the Contractor has previously made in writing in accordance with Article IX and which remain unresolved at the time of final payment. This provision is intended to be, and shall be construed as, consistent with, and not in conflict with, Section 4113.62, ORC, to the fullest extent permitted.

ARTICLE IV
SCHEDULE

Time is of the essence to this contract. The rate of progress shall be such as to complete the Work within the time limit specified herein.

In the event that the Work is not completed within the time limit aforesaid, the Contractor shall reimburse the County an amount equal to the County's costs for and expenses of Project inspections, supervision and similar engineering services provided by or for the County after the expiration of the aforesaid time limit, and until completion and acceptance of the Work.

In addition, in the event that the Work is not substantially completed within the time limit aforesaid, with said incompletion prohibiting beneficial use and occupancy of the Project, in compensation for the public's loss of use of the Project, the Contractor shall forfeit Liquidated Damages.

Such amounts shall be deducted by the Engineer from the partial or final estimates to be allowed the Contractor.

The Board of County Commissioners may for good cause shown, extend the time of completion. Any such extension of time shall not be deemed a waiver by the County of any other rights

provided for under this contract, and shall not operate to release any Surety from any of bond obligations.

ARTICLE V
CHANGES

The County, without invalidating the Agreement, may order changes in the Work consisting of additions, deletions or other revisions, including without limitation revisions resulting from an extension granted in accordance with Article IV. To the extent the time for the Completion Date or the Contract Price is affected, the Contract may be equitably adjusted by Change Order in accordance with this Article. The Contractor understands and agrees that any change which substantially modifies the facilities to be constructed pursuant to this Agreement as described generally in Exhibit 1 of the County's Water Supply Revolving Loan Account Loan Agreement with the State of Ohio s or alter the direct or indirect impact of such facilities is subject to the approval of the Director of the Environmental Protection Agency of the State of Ohio (the "Director").

The Contractor shall proportionately increase the amount of the Bond whenever the Contract Price is increased.

If notice of any change affecting the Contract is required by the provision of any Bond, the giving of any such notice shall be the Contractor's responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

The Contractor shall not proceed with any change in the Work without the required written authorization. If the Contractor believes that any item is not Work required by the Contract Documents, the Contractor shall obtain a Change Order before proceeding with such item. Except as provided in Article IX, failure to obtain such a Change Order shall constitute a waiver by the Contractor of any Claim for additional compensation for such item.

ARTICLE VI
WARRANTIES

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

- The County will have good title to the Work and all materials and equipment incorporated into the work will be new;

- The Work and all materials and equipment incorporated into the Work will be free from all defects, including any defects in workmanship or materials;

• The Work and all equipment incorporated into the Work will be fit for the purpose for which intended;

• The Work and all materials and equipment incorporated into the Work will be merchantable; and,

• The Work and all materials and equipment incorporated into the Work will conform in all respects to the Plans and Specifications.

Upon notice of the breach of any of the warranties or guarantees under the Contract Documents, the Contractor, in addition to any other requirements in the Contract Documents, shall commence to correct such breach and all damage resulting therefrom within forty-eight (48) hours after written notice thereof, thereafter shall use its best efforts to correct such breach and damage to the satisfaction of the County and, except when an extension of time is granted in writing by the County, correct such breach and damage to the satisfaction of the County within thirty (30) days of such notice; provided that if such notice is given after final payment hereunder, such 48-hour period shall be extended to seven (7) days. If the Contractor fails to commence to correct such breach and damage, or to correct such breach and damage as provided above, the County, upon written notice to the Contractor and without prejudice to any of its other rights or remedies, may correct the deficiencies. The Contractor upon written notice from the County shall pay the County, within ten (10) days after the date of such notice, all of the County's costs and expenses incurred in connection with or related to such correction and/or breach, including without limitation the County's administrative, legal, and consulting expenses. The foregoing warranties and obligations of the Contractor shall survive the final payment and/or termination of this Agreement. If the Contractor fails to pay the County any amounts due under this Section, the Contractor shall pay the County, in addition to the amounts due, a late payment fee of one and one-half percent (1.5%) per month for each month or part thereof that the payments are not paid when due.

ARTICLE VII
INSURANCE AND INDEMNIFICATION

7.1 The Contractor shall maintain insurance as set forth in Exhibit B.

7.2 To the maximum extent permitted by law, the Contractor shall indemnify and hold harmless the County and the County's consultants, agents, and employees from and against all claims, damages, losses, and expenses—whether proven or not—including but not limited to attorneys' and consultants' fees—whether made by County or a third-party—arising out of or related to the Contractor's performance of the Work including but not limited to the failure of the Contractor to perform its obligations under the Contract Documents, any claims for bodily injury, sickness, disease, or death or to injury to or destruction of or loss of use of real or

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

7.3 The County's total liability under this Agreement shall be limited to the amount set forth in the Auditor's certificate accompanying this Agreement. Under no circumstances shall the elected officials, officers, employees, council members, or agents of the County be personally liable for any obligations or claims arising out of or related to this Agreement. No Change Order to the Contract shall be effective against the County without a new Auditor's certificate.

ARTICLE VIII
SUSPENSION AND TERMINATION

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

An adjustment shall be made for increases in the cost of performance of the Work, including profit and overhead on the increased cost of performance, caused by the suspension, delay or interruption, provided that the total cost of profit and overhead shall not exceed 2% of the amount of the increased cost not attributable to profit or overhead. No adjustment shall be made to the extent that: performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or an equitable adjustment is made or denied under another provision of this Agreement.

8.2 The County may, in its discretion and without cause, by written notice to the Contractor terminate this Agreement for the County's convenience.

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

If this Agreement is terminated without cause and for the County's convenience and there exists no event of the Contractor's default, as defined in this Agreement, the County will pay the Contractor (i) for Work performed under this Agreement up to the date the notice of termination is received by the Contractor at the rates for Work performed under this Agreement, including overhead and profit of 2% on the Work performed up to the date of termination.

If this Agreement is terminated without cause for the County's convenience and there exists an event of the Contractor's default, as defined in this Agreement, the Contractor shall be entitled to receive only such sums as it would be entitled to receive following the occurrence of an event of default under this Agreement. The termination of this Agreement shall be without prejudice to any rights or remedies that exist at the time of termination.

8.3 If the County determines that the Contractor has failed to prosecute the Work with the necessary force or in a timely manner, or has refused to remedy any Defective Work, the County's Representative shall notify the Contractor and the Contractor's Surety of such failure or refusal. The Contractor shall begin to cure such failure or refusal within 5 days of receipt of the notice.

If the Contractor fails to cure such failure or refusal within 20 days of receipt of the notice, the County may terminate the Contract and employ upon the Work the additional force, or supply the materials or such part of either as is appropriate, and may remove Defective Work.

If the Contractor is so terminated, the Contractor's Surety shall have the option to perform the Contract. If the Contractor's Surety does not commence performance of the Contract within 10 days of the date on which the Contract was terminated, the County may complete the Work by such means as the County's Representative deems appropriate. The County may take possession of and use all materials, facilities and equipment at the Project site or stored off site for which the County has paid.

If the Contractor is so terminated, the Contractor shall not be entitled to any further payment. If the County completes the Work and if the cost of completing the Work exceeds the balance of the Contract Price, including compensation for all direct and consequential damages incurred by the County, or the County as a result of the termination, such excess shall be paid by the Contractor or the Contractor's Surety.

If the Contractor's Surety performs the Work, the provisions of the Contract Documents shall govern such Surety's performance, with the Surety being substituted for the Contractor in all such provisions including, without limitation, provisions for payment for the Work and provisions about the right of the County to complete the Work.

Upon a final determination, by a court of competent jurisdiction, that the termination pursuant to this Section was improper, the termination shall be deemed a termination for convenience to Section 8.2.

ARTICLE IX
DISPUTE RESOLUTION

9.1 If any dispute or difference of any kind (a “Dispute") arises between the Parties in connection with, or arising out of, this Agreement, the Contractor and County within 30 days shall attempt to settle such Dispute in the first instance through discussions. The designated representatives of Contractor and County shall promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of such Dispute. If the representatives are unable to resolve the Dispute within fifteen (15) Business Days, the Dispute shall be referred within two (2) Business Days of the lapse of the fifteen (15) Business Day period to the responsible senior management of each party for resolution. Neither party shall seek any other means of resolving any Dispute arising in connection with this Agreement until the responsible senior management of Parties have had at least an additional fifteen (15) Business Days to resolve the Dispute following referral of the Dispute to them.

9.2 The Courts of Ashtabula County shall retain exclusive jurisdiction to resolve any disputes between the parties to the extent in which the parties cannot resolve their disputes within a reasonable amount of time. This agreement does not prohibit the parties from seeking mediation before litigation.

9.3 During the pendency of any mediation or litigation the Parties shall continue to perform their obligations under this Agreement subject to Court Order.

ARTICLE X
MISCELLANEOUS

10.1 No modification or waiver of any of the terms of this Agreement or of any other Contract Documents shall be effective against a party unless set forth in writing and signed by or on behalf of a party, which in the case of the County shall require the signature of the County’s Representative acting under the authority of a specific resolution of the County. Under no circumstances shall forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this Paragraph.

10.2 The Contractor may not assign this Agreement without the written consent of the County, which the County may withhold in its sole discretion.

10.3 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the County or the Contractor.

10.4 All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties shall be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any

provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of Ashtabula County, Ohio, and each party hereby expressly consents to the jurisdiction of such court.

10.5 Regardless of any provision to the contrary, the statute of limitations with respect to any defective or non-conforming Work that is not discovered by the County shall not commence until the discovery of such defective or non-conforming Work by the County.

10.6 Notices, requests, or demands by either party shall be in writing, unless otherwise expressly authorized, and shall be personally served, forwarded by expedited messenger service, sent by facsimile transmission, or be given by registered or certified mail, return receipt requested, postage prepaid, and, in the case of the County, addressed to the address/FAX number set forth at the beginning of this Agreement with a copy sent to Ashtabula County Prosecutor's Office, 25 West Jefferson St., Jefferson, OH 44047 and, in the case of the Contractor, addressed to its address/FAX number set forth at the beginning of this Agreement. Any party may change its address/FAX number by giving notice hereunder. All notices, requests, and demands shall be deemed received upon receipt in the case of personal delivery or delivery by expedited messenger service, including leaving the notice at the address provided herein during normal business hours; upon the expiration of forty-eight (48) hours from the time of deposit in the United States mail; or, in the case of a notice given by facsimile transmission, upon the expiration of twenty-four (24) hours after the transmission is sent.

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

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

10.9 The Contractor, at its expense, shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work. Including, but not limited to, Ohio's Prevailing Wage law if applicable.

10.10 The Contractor shall follow all applicable safety and health regulations during the progress of the Project and shall monitor all of its employees and its subcontractors for compliance with such safety and health regulations. In undertaking the responsibilities set forth

in this Paragraph, the Contractor does not assume any duty or responsibility to the employees of any Subcontractor or supplier, regardless of tier. The County assumes no responsibility for the development, review, or implementation of the any project safety plan or for Project safety and has no authority to direct the means and methods of the Contractor.

10.11 Contractor agrees that, in the hiring of employees for the performance of work under the Contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates. Contractor further agrees that neither it, its subcontractors, or any person on the Contractor's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color. That there shall be deducted from the amount payable to the Contractor by the County under this Agreement a forfeiture of twenty-five dollars ($25.00) as required by O.R.C. Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement. That this Agreement may be canceled or terminated by the County and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

10.12 During the performance of this contract, the contractor agrees as follows:

(a) The designated representatives of the State of Ohio will have access to the work whenever it is in preparation or progress and that the contractor will provide for such access and inspection.

(b) The Contractor will comply with the provisions of 40 U.S.C.A. § 3142 (also known as the DavisBacon Act) and related Acts including, concerning rate of wages for laborers and mechanics employed by contractors and subcontractors.

(c) The Contractor will comply with all applicable federal requirements imposed by the Federal Consolidated Appropriations Act and/or related State Revolving Fund Policy Guidelines, including, among others, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") and that if applicable, all manufactured products used in the projects are to be produced in the United States as required by the Build America, Buy America Act (BABAA), eff. May 14, 2022 unless (i) the County has requested and obtained a waiver from the Director pertaining to the Project or (ii) the Director has otherwise advised the County in writing that BABAA and/or the American Iron and Steel Requirement is not applicable to the Project; or (iii) a BABAA program Waiver applies.

(d) The contractor will comply with all record keeping and reporting requirements under the Clean Water Act (the "CWA"), including any reports required by the federal agency or the Director such as performance indicators of program deliverables, information on

costs and project progress. The Contractor understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the CWA and this Agreement may be a default hereunder that may result in the required immediate repayment from the Contract of all payments provided under this Agreement and/or other remedial actions..

(e) The Contractor shall permit the County, acting by or through its designated representatives, to inspect all books, documents, papers, and records relating thereto at any and all reasonable times for the purpose of conducting record reviews, audits, or examination, which examination may include examination for compliance with Ohio Revised Code Section 6109.22, the SDWA, and other applicable federal laws, and then Contractor shall submit to the County such documents and information as they may require in connection therewith.

(f) The contractor shall furnish a performance and payment bond in an amount at least equal to one hundred percent (100%) of its contract price as security for the faithful performance of its contract.

10.13 This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

[SIGNATURES ON NEXT PAGE]

Signature Page

The signatories hereto represent that they are authorized to enter into this Agreement on behalf of the party for whom they sign.

Klinginsmith Enterprises, Inc.:

By: Daniel Dawson Date: 07-11-2024

Its: Daniel Dawson, Vice President

Ashtabula County Board of County Commissioners:

By: Date: 7/18/2024

Its: Kathryn L. Whittington, President

Approved as to Legal Form:

Date: 7/18/24

Colleen M. O'Toole,

Its: Ashtabula County Prosecutor

Matrix Matter No. 2024-CON-0090
Reviewed by Matthew J. Hebebrand, Esq.

EXHIBIT A
CONTRACT DOCUMENTS

The Contract Documents shall consist of the following:

1. Advertisement for Bids/Public Notice to Bidders
2. Instruction to Bidders
3. Bid Forms and Proposal
4. Contract Forms and Exhibits
5. Contract Bond – ORC 153.571 or ORC 153.57
6. Contract Provisions
7. General Conditions
8. Supplementary Conditions as revised by the Ashtabula County Prosecutor's Office
9. Specifications
10. Specific Project Requirements
11. Prevailing Wage Rate Schedule
12. Contract Drawings

EXHIBIT B
INSURANCE REQUIREMENTS

The Contractor and all subcontractors shall maintain Workers' Compensation Insurance, Public Liability, Property Damage, Vehicle Liability Insurance, and Flood Insurance if appropriate, in amounts and on terms satisfactory to the State of Ohio.

Until the Project Facilities are completed and accepted by the County, the Contractor shall maintain Builders Risk Insurance (fire and extended coverage) on a one hundred percent (100%) basis (completed value form) on the insurable portion of the Project Facilities for the benefit of the Director, the Ohio Water Development Authority, the County, the Contractor, and all subcontractors, as their respective interests may appear.

FISCAL OFFICER'S CERTIFICATE

Conforming with O.R.C. § 5705.41

The undersigned Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of Ashtabula County during the year 2024 under the Agreement has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of:

in the amount not to exceed Six Hundred Twenty Thousand Five Hundred Ninety-Three and 55/100 Dollard ($620,593.55) and free from any previous encumbrances.

Agreement Title: **Construction Contract A - South River Road Waterline Extension Phase 1**
By and Between the Ashtabula County Board of Commissioners, by and through the Department of Environmental Services, and Klingingsmith Construction Co. for the purposes of providing construction services pertinent to the South River Road Waterline Extension Phase 1 project in the Ashtabula County General Sewer District.

SIGNED

David Thomas
Ashtabula County Auditor

7/19/24
Date

STATE OF OHIO
WATER POLLUTION CONTROL LOAN FUND (WPCLF/SRF))
CONTRACT CHANGE ORDER

RECIPIENT	Ashtabula County Board of Commissioners	CHANGE ORDER NO	1
WSRLA LOAN NO	FS390004-0026	CONTRACT	A
OWDA LOAN NO	10879	DATE	7/9/2024

DESCRIPTION OF CHANGE: SOUTH RIVER ROAD WATERLINE EXTENSION PHASE 1 CONTRACT A
CT Project No 220544

QTY	UNIT	UNIT PRICE	ITEM TOTAL

"Non-compensatory change to contract documents

Replace Contract pages CF.2 & CF 3 with the attached Agreement pages 1 to 12

Replace Supplementary Conditions SC 1 to Sc 8 with the attached SC.1 to SC 6."

TOTAL **$0.00**

The time provided for completion in the contract for the above items is (increased/decreased) by 0 calendar days.
Completion Date through this Change Order: 31-Dec-2024

RECOMMENDED BY: Georgia Conway, P.E, CT Consultants — DATE: 7/9/2024

APPROVED BY: Kathryn L. Whittington, Pres, Ashtabula County Board of Commissioners — DATE: 7-30-24

ACCEPTED BY: Daniel Dawson, Vice President, Klinginsmith Construction Co. — DATE: 7/11/2024

	AWARDED CONTRACT AMOUNT
Original Amount	$620,593.55
Previous Changes (+/-)	$0.00
This Change (+/-)	$0.00
Adjusted Amount	$620,593.55

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 — Date

Chief Engineer — Date

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 ed.) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented herein or in the Specific Project Requirements remain in full force and effect.

The terms used in these Supplementary Conditions which are defined in the General Conditions have the meaning assigned to them in the General Conditions.

Article 10 of the General Conditions is deleted in its entirety. Any and all references to any paragraph of Article 10 of the General Conditions shall be replaced with references to Article V of the Agreement.

Article 12 of the General Conditions is deleted in its entirety. Any and all references to any paragraph of Article 12 of the General Conditions shall be replaced with references to Article V of the Agreement.

Article 14 of the General Conditions is deleted in its entirety. Any and all references to any paragraph of Article 14 of the General Conditions shall be replaced with references to Article III of the Agreement.

Article 15 of the General Conditions is deleted in its entirety. Any and all references to any paragraph of Article 15 of the General Conditions shall be replaced with references to Article VIII of the Agreement.

Article 16 of the General Conditions is deleted in its entirety. Any and all references to any paragraph of Article 16 of the General Conditions shall be replaced with references to Article IX of the Agreement.

Additionally, the following specific provisions of the General Conditions are amended as set forth below:

SC-2.02 Delete paragraph 2.02(A) in its entirety and insert the following in its place:

Owner shall furnish one (1) printed/hard copy of the drawings and Project Manual which shall be an executed contract set and one set in electronic format (.pdf), if requested.

SC-2.03(A) In the last sentence of 2.03A, change "sixtieth day" to "one hundred eightieth day."

SC-2.03 (B) By submission of a bid, the bidder hereby grants consent that the award and execution period shall be extended from sixty days to one hundred fifty days after the date on which the bids are opened.

SC-4.02(A) Change "Supplementary Conditions" to read "Specific Project Requirements."

SC-4.06(G) Delete paragraph 4.06(G) in its entirety.

SC-5.03(A)(1) The required Certificate of Insurance shall be in a form satisfactory to the Owner (most current version of ACORD 25 or approved equal). If the Contractor fails to procure and maintain any specified and/or required insurance, the Owner shall have the right to procure and maintain the said insurance for and in the name of the Contractor and the Contractor shall pay the cost thereof and shall furnish all necessary information to make effective and maintain such insurance.

SC-5.04(B)(1) Change "Supplementary Conditions" to read "Specific Project Requirements."

SC-5.04(B)(2) The limits of liability for the insurance required by paragraph 5.04(A) of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

All of the limits below may be satisfied with an Umbrella/Excess Liability as needed to increase the Primary Policy to required limits.

5.04(A)(1) and (2) Workers' Compensation, etc., under paragraphs 5.04(A)(1) and 5.04(A)(2) of the General Conditions:

(a)	State	Statutory
(b)	Applicable Federal (e.g., Longshoreman's):	Statutory
(c)	Employer's Liability:	$1,000,000

5.04(A)(3), (4) and (5). Contractor's Liability Insurance under paragraphs 5.04(A)(3) through 5.04(A)(5) of the General Conditions which shall also include completed operations and product liability coverage.

(a) Bodily Injury and Property Damage, Combined Single Limit (CSL) (Except Products and Completed Operations) Property Damage liability insurance will provide Explosion, Collapse, and Underground coverage where applicable.

Each Occurrence	$2,000,000
General Aggregate	$4,000,000

(b) Products and Completed Operations Aggregate $1,000,000

Products and Completed Operations to be maintained for two (2)

years after final payment and Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period.

(c) Personal and Advertising Injury (Per Person/Organization and per occurrence). $1,000,000

(d) Fire Damage $100,000

(e) If the General Liability Policy includes a General Aggregate, such policy shall be endorsed to have the General Aggregate Per Project Aggregate Limit.

5.04(A)(6) Automobile Liability - (Owned, Non-Owned, Hired)
Contractor may provide split limits or combined single limit.

(a) Split Limits:

Bodily Injury,	Each Person:	$2,000,000
	Each Occurrence	$2,000,000
Property Damage,	Each Occurrence	$1,000,000

or

(b) Combined Single Limit

Bodily Injury and Property Damage,		
	Each Occurrence	$2,000,000

SC-5.04(B)(3) Add the following to the end of the paragraph: “to the extent available in the insurance industry with industry standard exclusions and as allowed under the laws and regulations in the State of Ohio;”

SC-5.04(B)(4) Add the following:

Written notice of cancellation for non-payment of premium shall be at least 10 days.

Add the following section:

SC-5.04(C) Unless otherwise stated in Specific Project Requirements, the Contractor shall purchase and provide an "Owner's and Contractor's Protective Policy" with an immediate Effective Date and the Owner listed as the insured (No additional insureds) for the following limits:

Each Occurrence	$1,000,000
General Aggregate	$2,000,000

Add the following section:

SC-5.04(D) Unless otherwise stated in Specific Project Requirements the Contractor shall purchase and maintain during the Contract Time "All Risk Builders' Risk Insurance," and/or "Installation Floater Insurance," and/or "Boiler and Machinery Insurance," and any and all insurance requirements of section GC-5.06 of the General Conditions as applicable for the type of work to be performed upon the Project to the full insurable value thereof for the benefit of the Owner, the Contractor, Subcontractors and Suppliers as their interest may appear. This insurance shall cover the work until final acceptance and final payment by the Owner. This provision shall in no way release the Contractor or Contractor's Surety from obligations under the Contract Documents to fully complete the Project. The original policy(s) shall be filed with the Owner or his designated representative.

SC-5.05 *Owner's Liability Insurance*

See SC-5.04(C) above.

SC-5.06 *Property Insurance*

Unless otherwise stated in Specific Project Requirements, the Contractor, not the Owner, shall purchase and maintain during the Contract Time all property insurance required in section GC-5.06 of the General Conditions and as outlined in SC-5.04(D) above.

Add the following section:

SC-6.02(C) The Contractor shall be responsible for the Owner and/or Engineer's additional inspection and administrative costs for work performed beyond regular working hours as defined in this Section.

SC-6.07(B) Delete paragraph 6.07(B) in its entirety.

SC-6.09 (D) Add the following:
D. The contractor agrees to the requirements of RC 153.59, RC 153.591, and RC 153.60.

Add the following section:

SC-6.10(B) Add the following:

Should the Owner be exempt from Ohio State Sales and Use Taxes on materials and equipment to be incorporated in the Project, the Contractor may obtain a waiver and said taxes shall not be included in the Contract Price.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the work
2. Owner's exemption to Contractor does not apply to construction tools, machinery, equipment, or other property by or leased by Contractor, or to supplies or materials not incorporated into the work.

The Contractor shall withhold and/or pay all consumer, use, property, employment, income and other taxes in accordance with the laws and regulations of the United States, State of Ohio, Owner and other applicable agencies which are applicable during the performance of the work.

SC-6.17 *Shop Drawings and Samples*

Add the following new paragraphs immediately after paragraph 6.17(E):

F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three (3) submittals. Engineer will record Engineer's time for reviewing subsequent materials of shop drawings, samples, or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.

G. In the event that Contractor requests a substitution for a previously approved item, Contractor shall reimburse Owner for Engineer's charges for such time unless the need for such substitution is beyond the control of the Contractor.

SC-7.02 Delete Section 7.02 of the General Conditions in its entirety and insert the following:

SC-7.02(A) The General Construction Contractor shall be referred to and defined as the Construction Coordinator.

SC-7.02(B) Duties of the Construction Coordinator include the following:

1. Scheduling and coordinating the work of the Prime Contractors including submission and periodic updating of project schedule.

2. Establishing and administrating the site safety program and procedures for the project.

3. See that permits are applied for and obtained on a timely basis. Advise the Engineer of any problems related to permit approval.

4. Monitoring compliance with Laws and Regulations.

5. Maintain project site for dust, sedimentation, debris, waste, and general site cleanliness.

6. Coordinate location and use of temporary construction facilities including but not limited to sanitary, water, power, telephone, and parking.

7. Coordinate Owner interface for utility tie-ins/shut downs.

8. Monitor shop drawing submittal and coordination of submittal information between Prime Contractors.

S.C.-9.08 Delete Section 9.08 in its entirety.

SC-10.01 (A) Add the following:
The Owner may request from the Contractor and the Contractor shall provide within ten days of the request, a quote for all ordered changes in the work or work the Owner may be considering to be ordered. The quote shall be a line item, detailed, itemized breakdown of the work.

SC-11.01(A) For purposes of "Cost of the Work" delete Section 11.01(A), (B), and (C) of the General Conditions in their entirety and insert ODOT 109.05, in its place.

SC-13.07(A) In the First sentence of Section 13.07(A) remove "Substantial Completion" and insert "Final Acceptance of the entire project and final payment by the Owner."

SC-13.07(C) Remove 13.07(C) and replace with the following:

All materials and equipment shall be warranted by the respective material supplier or equipment manufacturer until the end of the Contractor's "correction period" (or longer if specified elsewhere in the contract) regardless of date of initial installation or operation of the material or equipment. The cost of such extended warranties as needed from material suppliers or equipment manufacturers to provide warranty coverage until the end of the "correction period" or other period as specified in the contract shall be the responsibility of the prime contractor and shall be assumed to have been included in his bid.

SC-17.01 Delete Section 17.01 in its entirety.

THE CONTRACTOR SHALL FURNISH THE FOLLOWING ITEMS WITHIN 10 DAYS OF NOTIFICATION OF AWARD:

A) CERTIFICATE OF INSURANCE FOR CONTRACTOR'S PUBLIC LIABILITY INSURANCE POLICY

B) CERTIFICATE OF INSURANCE FOR OWNER'S AND CONTRACTOR'S PROTECTIVE POLICY

C) CERTIFICATE OF WORKER'S COMPENSATION

D) CONTRACT BOND THAT COMPLIES WITH ORC 153.54 AND 153.57

* D above is not required if a bond complying with ORC 153.54 and 153.571 (rollover bond) was submitted at time of bid.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: M&M Insurance Group, Inc.	
M&M Insurance/McConnell & Associates 2540 New Butler Road Suite 102 New Castle PA 16101	PHONE (A/C, No, Ext): (724) 658-7713	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Erie Insurance Company	26271
INSURER B :	Erie Insurance Exchange	26271
INSURER C :	Erie Insurance Exchange	26271
INSURER D :	Erie Insurance Comp of NY	
INSURER E :	Erie Insurance Company	26271
INSURER F :		

INSURED
Klinginsmith Enterprises, Inc.
Po Box 5135
Conneaut Lake PA 16316-5135

COVERAGES **CERTIFICATE NUMBER:** KLIN24071015551575 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] X C U Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			Q61-0241700	12/01/2023	12/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			Q12-0140130	12/01/2023	12/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			Q36-0170540	12/01/2023	12/01/2024	EACH OCCURRENCE AGGREGATE	$ 8,000,000 $ 8,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		Q96-5101102	12/01/2023	12/01/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
E	Buiders Risk - Blanket			Q61-0241700	12/01/2023	12/01/2024	Limit Deductible	$800,000 $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: South River Road Waterline Extension Phase 1 - Contract A
Ashtabula County Board of Commissioners & CT Consultants, Inc. are an additional insured on all policies except Workers Compensation, as required by written contract.

CERTIFICATE HOLDER

Ashtabula County Board of Commissioners
25 West Jefferson Street
Jefferson OH 44047

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: M&M Insurance Group, Inc.	
M&M Insurance/McConnell & Associates 2540 New Butler Road Suite 102 New Castle PA 16101	PHONE (A/C, No, Ext): (724) 658-7713	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Erie Insurance Exchange	
INSURED Ashtabula County Board of Commissioners c/o Klinginsmith Enterprises Po Box 5135 Conneaut Lake PA 16316-5135	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR ☒ OCP GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			Q31-0900862	07/09/2024	07/09/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $1,000,000 $ $ $ $ $2,000,000 $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: South River Road Waterline Extension Phase 1 - Contract A

CERTIFICATE HOLDER

Ashtabula County Board of Commissioners
25 West Jefferson Street

Jefferson OH 44047

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
80057132

Klinginsmith Enterprises Inc
PO BOX 5135
CONNEAUT LAKE PA 16316-5135

Period Specified Below
07/01/2024 to 07/01/2025

www.bwc.ohio.gov
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

Bureau of Workers' Compensation

You must post this language with the Certificate of Ohio Workers' Compensation.

MEADVILLE MEDICAL CENTER
MEADVILLE WORKPLACE HEALTH

Thomas Mitchell, MD
11277 Vernon Place
Meadville, PA 16335
Phone: 814-333-5503
Fax: 814-373-5925

April 22, 2021

To Whom It May Concern,

This letter is to serve notice that on 04/21/2021 I was approached by Alyssa Ferguson, doing business as Klinginsmith Enterprises Inc., and asked by Alyssa to join our DOT random drug screen consortium. I explained to Alyssa that Klinginsmith Enterprises Inc. would be added to the program and will be included in the third quarter picks for the period that begins July 1, 2021.

We also discussed a workplace drug screen program for all employees. It will include pre-employment urine drug screens for all new hires, along with post-accident, reasonable suspicion/for cause, and return to duty and follow up drug testing as needed. We will use our MRO, Dr. Edward McVay of St. Vincent Occupational Health in Erie, PA, to review and sign off all urine drug screens. All urine drug screens are sent to MedTox Laboratories, which is a SAMHSA certified lab.

If you have any questions, please feel free to contact me.

Thank you,

Watson, RN

Eileen Watson, RN/ Program Manager
Meadville Workplace Health
11277 Vernon Place
Meadville, PA 16335
814-333-5503

DELINQUENT PERSONAL PROPERTY STATEMENT

Klinginsmith Enterprises, Inc., having been awarded a contract by the Ashtabula County Board of Commissioners, Ohio, hereby affirms under oath, pursuant to Ohio Revised Code Section 5719.042, that at the time the bid was submitted, my company **was** / **was not** charged with delinquent personal property taxes on the General Tax List of Personal Property for Ashtabula County, Ohio.

If such charge for delinquent personal property tax exists on the General Tax List of Personal Property for Ashtabula County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest shall be set forth below.

A copy of this statement shall be transmitted by the Taxing District's Fiscal Officer to the County Treasurer within thirty days of the date it is submitted. A copy of this statement shall also be incorporated into the Contract made between Ashtabula County Board of Commissioners, Ohio, and Klinginsmith Enterprises, Inc., and no payment shall be made with respect to any Contract unless such statement has been so incorporated as a part thereof.

Delinquent Personal Property Tax	$ 0
Penalties	$_____
Interest	$_____

KLINGINSMITH ENTERPRISES, INC.

Daniel Dawson

Daniel Dawson, Vice President

AFFIDAVIT

OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13

STATE OF ~~OHIO~~ Pennsylvania

COUNTY OF Crawford

Daniel Dawson being duly sworn deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of Klinginsmith Enterprises ("the Contracting Party").

2. The Contracting Party is a/an (select one):

   ☐ Individual, partnership, or other unincorporated business association (including without limitation, a professional association organized under Ohio Revised Code Chapter 1787), estate, or trust

   ☑ Corporation organized and existing under the laws of the State of PA

   ☐ Labor organization

3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C. 3517.13(I) (with respect to non-corporate entities and labor organizations) or R.C. 3517.13(J) (with respect to corporations) are in full compliance with the political contribution limitations set forth in R.C. 3517.13(I) and (J), as applicable.

4. I understand that a false representation on this certification will incur penalties pursuant to 3517.992(R).

Affiant further sayeth naught.

By: Daniel Dawson

Title: Vice President

SWORN TO BEFORE ME and subscribed in my presence this 11th day of July, 2024.

Alyssa Ferguson
Notary Public

Commonwealth of Pennsylvania - Notary Seal
Alyssa Ferguson, Notary Public
Crawford County
My commission expires March 8, 2025
Commission number 1275214
Member, Pennsylvania Association of Notaries

My commission expires: March 8, 2025

AGREEMENT FOR ESCROW ACCOUNT

(1) This agreement is entered into between ASHTABULA COUNTY COMMISSIONERS, and KLINGINSMITH ENTERPRISES, INC., contractor for the SOUTH RIVER ROAD WATERLINE EXTENSION PHASE 1 – Contract A.

Funds due for the payment in the amount of $24,823.74, which is 8% of 50% of the total work to be completed under the contract, shall be deposited in a savings account in Andover Bank, 150 North Chestnut Street, P.O. Box 405, Jefferson, Ohio 44047, who shall be the Escrow Agent. The account shall be in the name of Ashtabula County Commissioners and Klinginsmith Enterprises, Inc., Contractor. Said funds are to be deposited upon a receipt of an approved application for payment showing the amount due for payment and the amount to be retained.

The savings account shall earn interest at the current passbook rate. There are no escrow fees to be charged.

The Escrow Agent shall hold the escrowed principal and interest until the receipt of notice from the state or county and contractor that the project is substantially completed and occupied, or in use, or has been accepted; or until receipt of an arbitration order or an order of the court of claims specifying the amount of the escrow to be released and the person to whom it is to be released. Upon receipt of the notice or order, the agent shall promptly release the retained principal and interest and pay it to the contractor. A notice releasing said retained principal and interest will be issued to the Escrow Agent by the County and the Contractor.

ASHTABULA COUNTY COMMISSIONERS

Not Applicable – Contractor Signed Escrow Waiver

_____ _____

Kathryn L. Whittington, President Witness

_____

J.P. Ducro IV, Vice President

_____

Casey R. Kozlowski

KLINGINSMITH ENTERPRISES, INC.

Not Applicable – Contractor Signed Escrow Waiver

_____ _____

Daniel Dawson, Vice President Witness

_____

Date

ESCROW WAIVER

In accordance with a certain Contract between the Ashtabula County Board of Commissioners, Ohio, (hereinafter referred to as "the Owner") and Klinginsmith Enterprises, Inc., (hereinafter referred to as "the Contractor") it is mutually agreed by and between the parties hereto that because of the short-term duration of the within contract, no escrow account will be established pursuant to Sections 153.13, 153.14 and 153.63 of the Ohio Revised Code nor shall any interest be paid on any retainage.

KLINGINSMITH ENTERPRISES, INC.

Daniel Dawson, Vice President

ASHTABULA COUNTY BOARD OF COMMISSIONERS

Kathryn L. Whittington, President

Witness

J.P. Ducro IV, Vice President

Casey R. Kozlowski

NOTICE TO PROCEED

Project: South River Road Waterline Extension Phase 1 – Contract A

Owner: Ashtabula County Board of Commissioners
25 West Jefferson Street, Bldg. E
Jefferson, Ohio 44047

To: Klinginsmith Enterprises, Inc.
P.O. Box 5135, 12984 Sportsman Road
Conneaut Lake, Pennsylvania 16316

Date: August 1, 2024

You are hereby notified to commence work in accordance with the Contract. All work shall be completed by December 31, 2024.

ASHTABULA COUNTY BOARD OF COMMISSIONERS

Kathryn L. Whittington, President

REV. 01/22

THE OWNER OR THEIR AUTHORIZED REPRESENTATIVE SHALL INSERT THE FOLLOWING CONTRACT DOCUMENTATION IN THE EXECUTED CONTRACT:

A) FINDINGS FOR RECOVERY – ORC 9.24
(http://ffr.ohioauditor.gov/)

B1) CHECK FOR DEBARRED CONTRACTORS IN THE STATE OF OHIO
(https://www.sos.state.oh.us/records/debarred-contractors/)

B2) CHECK FEDERAL SAM (System for Award Management) for FEDERAL FUNDING (including sub-contractors), (if applicable)
(https://www.sam.gov/SAM/)

C) NOTIFICATION OF SURETY AND AGENT OF CONSTRUCTION CONTRACT AWARD – ORC 9.32 (if applicable)

D) NOTIFICATION TO UTILITY COMPANIES OF COMMENCEMENT OF CONTRACT EXECUTION – ORC 153.64 (if applicable)

Keith Faber
Ohio Auditor

Certified Search for Unresolved Findings for Recovery

OHIO AUDITOR OF STATE
KEITH FABER

Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

(614) 466-4514
(800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: **Dawson**, **Daniel**
Organization: **Klinginsmith Enterprises, Inc.**
Date: **5/10/2024 12:16:25 PM**

This search produced the following list of **14** possible matches:

Name/Organization	Address
Burns, Daniel	9709 Sheffield Road
Faust, Daniel	27350 Tiller Drive
Faust, Daniel	27350 Tiller Drive
Lumpkin, Danielle	5609 Harleston Drive
Manbeck, Danielle	412 North Main Street
Thomas, Daniel	
Turner, Danielle A	3607 Cleveland Avenue, Apartment A7
Dawkins, Henry	7521 Ross Ave.
Franklin, Ralph	15262 State Route 7 South
Franklinton Preparatory Academy	4721 Reading Rd.
Love, Danita	20609 Selfridge Parkway
Mosti, Danny	
Mynatt, Dana	
Strickling, Vivian	11755 Norbourne Dr., Apt. 1001

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

Date Filed in Office	Debarment Period	Contractors, Subcontractors, & Officers	Address	Regarding Project	Case Number
1/12/2017	7/12/16-7/12/18	GM Mechanical, Inc.	7502 State Route 41 PO Box 12 Covington, OH 45318	Ohio State University Kennedy Commons Renovation	Franklin County C.P. Court No. 12 CV 002988
1/12/2017	7/12/16-7/12/18	CM Mechanical Services, Ltd.	7502 State Route 41 PO Box 12 Covington, OH 45318	Ohio State University Kennedy Commons Renovation	Franklin County C.P. Court No. 12 CV 002988
1/12/2017	7/12/16-7/12/18	Gerald E. Miller	7502 State Route 41 PO Box 12 Covington, OH 45318	Ohio State University Kennedy Commons Renovation	United States District Court, S.D. Ohio No. 2:15-cv-2631
1/12/2017	7/12/16-7/12/18	Cleide F. Miller a/k/a Clayge Miller	7502 State Route 41 PO Box 12 Covington, OH 45318	Ohio State University Kennedy Commons Renovation	United States District Court, S.D. Ohio No. 2:15-cv-2631

Administrative Services

State of Ohio Debarment List

tate agencies given the authority to debar suppliers by the Ohio Revised Code (R.C.) are the Ohio Facilities Construction Commission (OFCC), the Ohio Department of ransportation (ODOT), the Department of Administrative Services (DAS), and the Ohio Secretary of State. Respectively, debarment authority is given to these agencies by R.C. 53.02, 5513.06, 125.25. The reasons for debarment are also prescribed by these statutes.

debarred supplier cannot participate (i.e., do any work in any capacity) in any State agency contracts until the debarment period expires. Neither the Ohio Revised Code nor the hio Administrative Code (OAC) establish prescribed debarment periods. Instead, these are determined on a case-by-case basis.

When conducting procurements, State agencies are required to use the Statewide Debarment List. For agencies using OhioBuys, suppliers' profiles can be referenced to determine heir debarment status, plus systematic controls are in place preventing debarred vendors from doing business with State agencies. Additionally, agencies must use the Ohio ecretary of State's Debarred Contractors List and the United States General Services Administration's System for Award Management (SAM) list of federally debarred suppliers. Stat gencies are prohibited from awarding contracts, funded in whole or in part with state and/or federal funds, to any person or company on any of these lists.

Pollard Land Services, Inc.

Show 25 entries

Vendor	Vendor ID	Address	Start Date	End Date	Debarred By
No matching records found					

howing 0 to 0 of 0 entries (filtered from 33 total entries)

Previous Next

An official website of the United States government Here's how you know

Scheduled Maintenance Show Details
May 6, 2024

Important Reps and Certs Update Show Details
Mar 1, 2024

See All Alerts

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All Words e.g. 1606N020Q02

Select Domain
Entity Information

All Entity Information

Entities

Disaster Response Registry

Responsibility / Qualification

Exclusions

Filter By

Keyword Search

For more information on how to use our keyword search, visit our help guide

Simple Search **Search Editor**

Any Words
All Words
Exact Phrase

e.g. 123456789, Smith Corp

"Klinginsmith Enterprises, Inc." ×

Classification
Excluded Individual
Excluded Entity
Federal Organizations
Exclusion Type
Exclusion Program
Location
Dates

Reset

No matches found

We couldn't find a match for your search criteria.

Please try another search or go back to previous results.

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Freedom of Information Act

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Acquisition.gov

USASpending.gov

Grants.gov

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⚠ **WARNING**

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SAM.gov
An official website of the U.S. General Services Administration

July 9, 2024

Pennsylvania National Mutual Casualty Insurance Company
2 N. Second Street
Harrisburg, PA 17101

Re: South River Road Waterline Extension Phase 1
Contract A
Ashtabula County Board of Commissioners
Klinginsmith Enterprises, Inc.

To Whom It May Concern:

In compliance with Ohio Revised Code Section 9.32, we are hereby notifying you on behalf of the Ashtabula County Board of Commissioners that the Ashtabula County Board of Commissioners awarded a contract for the above referenced project to Klinginsmith Enterprises, Inc., currently named as principal on a Bond given as surety to the Ashtabula County Board of Commissioners.

Should you have any questions or require additional information, please feel free to contact our office.

Respectfully,

CT CONSULTANTS, INC.

Georgia Conway, P.E.
Project Manager

GBC:mep

cc: Russell W. Gibson, Penn Western Bonding, LLC

H:\2022\220544\SPEC\Contract Forms\Contract A - South River - Klinginsmith\Contract Letters.Docx

Michael Pittenger

From: Michael Pittenger
Sent: Tuesday, July 9, 2024 3:39 PM
To: jmzassick@firstenergycorp.com; Relocation@dominionenergy.com; bog11@windstream.net; barrmbarr1@hotmail.com; jon.hobby@windstream.com; 'david.detore@charter.com'; DL-Great-Lakes-NEO-Akron-Construction-Long-Team; 'pumped8@gmail.com'; Geneva - David Gilbert (waterworks@genevaohio.com)
Subject: Construction Project Commencement - South River Rd & Bishop Rd Waterlines
Attachments: Utility email - South River Rd.pdf; Utility email - Bishop Rd.pdf; 011100 - SUMMARY OF WORK.pdf; Bidders List Report.pdf

Please see attached Notice of Construction Project Commencement for two Ashtabula County Projects.

Plans & Specs can be reviewed on our website at https://bids.ctconsultants.com - Opened & Awarded tab

Thank You,

Michael E. Pittenger
Contract Document Coordinator
C: 440-487-6148 | **O:** 440-530-2205
8150 Sterling Court, Mentor, OH 44060

CT consultants
engineers • architects • planners
A Verdantas Company

Frank LaRose
Ohio Secretary of State

Mon May 13 2024

Entity#:	4616249
Filing Type:	FOREIGN CORPORATION
Original Filing Date:	02/11/2021
Location:	--
Business Name:	KLINGINSMITH ENTERPRISES INC.
Status:	Active
Exp. Date:	-

Agent/Registrant Information

DANIEL DAWSON
719 BUFFALO STREET
CONNEAUT OH 44030
02/11/2021
Active

Filings

Filing Type	Date of Filing	Document ID
FOREIGN LICENSE/FOR-PROFIT	02/11/2021	202104202262

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF SECRETARY OF STATE

I, Frank LaRose, Secretary of State of the State of Ohio, do hereby certify that this is a list of all records approved on this business entity and in the custody of the Secretary of State.

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 13th of May, A.D. 2024

Ohio Secretary of State

DOC ID ----> 202104202262

DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	CERT	COPY
02/11/2021	202104202262	FOREIGN FOR PROFIT CORPORATION - LICENSE (FLF)	99.00	200.00	0.00	0.00

Receipt

This is not a bill. Please do not remit payment.

KLINGINSMITH ENTERPRISES INC.
12984 SPORTSMAN ROAD
PO BOX 5135
CONNEAUT LAKE, PA 16316

STATE OF OHIO
CERTIFICATE

Ohio Secretary of State, Frank LaRose

4616249

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

KLINGINSMITH ENTERPRISES INC.

and, that said business records show the filing and recording of:

Document(s)	Document No(s):
FOREIGN FOR PROFIT CORPORATION - LICENSE	**202104202262**

Effective Date: 02/11/2021

Authorization to transact business in Ohio is hereby given, until surrender, expiration or cancellation of this license.

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 11th day of February, A.D. 2021.

Ohio Secretary of State

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE[1] subcontractor's[2] 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 S. River Rd Waterline Extension & Bishop Rd Waterline
Bid/ Proposal No. 220544	Assistance Agreement ID No. (if known)	Point of Contact
Address		
Telephone No.	Email Address	
Prime Contractor Name Klinginsmith Enterprises, Inc.	Issuing/Funding Entity: WSRLA	

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**
	Not Applicable	
DBE Certified By: ○ ODOT ○ DAS/EDGE ○ Other: _____	Meets/ exceeds EPA certification standards? ○ YES ○ NO ○ Unknown	

Check Which One Applies: _____ MBE _____ WBE (Include MBE/WBE Certificates, No DBE Certs)

[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.

FORM 6100-3 (DBE Subcontractor Performance Form)

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**
Dan Dawson	Dan Dawson
Title	**Date**
Estimator/VP	

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 DBE[1] subcontractors[2] 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 Klinginsmith Enterprises, Inc.		Project Name S. River Rd Waterline Extension & Bishop Rd Waterline
Bid/ Proposal No. 220544	Assistance Agreement ID No. (if known)	Point of Contact Dan Dawson, Estimator/VP
Address 12984 Sportsman Road, Conneaut Lake, PA 16316		
Telephone No. (814) 382-2377	Email Address dandawson59@outlook.com	
Issuing/Funding Entity: WSRLA		

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?**
	Not Applicable		

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
Dan Dawson	Dan Dawson
Title	**Date**
Estimator/VP	

AMERICAN IRON AND STEEL ACKNOWLEDGEMENT

The Contractor acknowledges to and for the benefit of the Ashtabula County Commissioners ("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 Contactor 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.

Dan Dawson — 05/31/2024

Signature — Date

Dan Dawson, Estimator/VP

Name and Title of Authorized Signatory, Please Print or Type

Klinginsmith Enterprises, Inc.

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.

PROJECT: SEPARATE CONTRACTS
Contract A – South River Road Waterline Extension Phase 1
and Contract B – Bishop Road Waterline Phase
OWNER: Ashtabula County Board of Commissioners
PROJECT NO.: 220544
BID OPENING: May 9, 2024

BID SUMMARY

	BIDDER	Contract A South River Road	Contract A - Alternate South River Road *Broadband Conduit*	Contract A - Base & Alt		Contract B Bishop Road	Contract B - Alternate South River Road *Broadband Conduit*	Contract B - Base & Alt
1	Pollard Land Services, Inc.	$692,953.00	$60,000.00	$752,953.00		**$385,817.00**	$25,000.00	**$410,817.00**
2	J. Severino Construction, Inc.	$676,463.86	$42,815.17	**$719,279.03**		$472,104.92	$17,276.48	$489,381.40
3	Klinginsmith Construction Co.	**$620,593.55**	$144,000.00	$764,593.55		$406,625.00	$57,000.00	$463,625.00
4	Rudzik Excavating, Inc.	$753,110.00	$107,810.00	$860,920.00		$471,110.00	$48,270.00	$519,380.00
5	Union Industrial Contractors, Inc.	$824,138.50	$56,500.00	$880,638.50		$531,475.00	$24,500.00	$555,975.00
6	Chivers Construction Co., Inc.	$814,622.00	$81,533.00	$896,155.00		$516,762.00	$31,820.00	$548,582.00
7	Trax Construction Co.	$894,549.00	$69,116.00	$963,665.00		$534,928.00	$29,235.00	$564,163.00
8	S.E.T., Inc.	$953,801.75	$117,235.00	$1,071,036.75		$565,557.00	$45,619.00	$611,176.00
9	Hallmark Excavating, Inc.	$989,134.85	$130,000.00	$1,119,134.85		$574,483.75	$62,500.00	$636,983.75
10	J.S. Bova Excavating	$1,036,140.19	$174,342.50	$1,210,482.69		$588,058.86	$120,768.00	$708,826.86
Opinion of Probable Construction Cost:				$1,400,000.00				$700,000.00

Separate Contracts A & B - Base Bids Only	$1,006,410.55	Klinginsmith & Pollard	$1,027,218.55	Combined Contracts - Klinginsmith
Separate Contracts A & B - Base & Alternates	$1,130,096.03	Severino & Pollard	$1,163,770.00	Combined Contracts - Pollard

South River Road Water Line Extension
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract A - S. River Road
Project No. 220544

LIST OF BIDDERS

BIDDER

1 Klinginsmith Construction Co.
Sportsmen Rd.
PO Box 5135
Conneaut, PA 16316
Phone number: (814) 382-4818

2 J. Severino Construction, Inc.
937 W. 52nd Street
Ashtabula, OH 44004
Phone number: (440) 992-4274

3 Pollard Land Services, Inc.
8150 Franklin Road
Girard, PA 16417
Phone number: (814) 474-1107

4 Rudzik Excavating, Inc.
401 Lowellville Road
PO 206
Struthers, OH 44471
Phone number: (330) 755-1540

5 Chivers Construction Co., Inc.
6700 Tow Road
Fairview, PA 16415
Phone number: (814) 474-2637

6 Union Industrial Contractors, Inc.
1800 East 21st Street
PO Box 1718
Ashtabula, OH 440051718
Phone number: (440) 998-7871

7 Trax Construction Co.
30701 Euclid Avenue
Wickliffe, OH 44092
Phone number: (440) 585-1439

8 S.E.T. Inc.
235 East Water Street, Suite C
Lowellville, OH 444361273
Phone number: (330) 536-6724

South River Road Water Line Extension
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract A - S. River Road
Project No. 220544

LIST OF BIDDERS

BIDDER

9 Hallmark Excavating, Inc.
482 Blackbrook Rd.
Painesville, OH 44077
Phone number: (440) 352-3138

10 J. S. Bova Excavating
235 State Street
Struthers, OH 44471
Phone number: (234) 254-4040

South River Road Water Line Extension
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract A - S. River Road
Project No. 220544

LIST OF TOTALS

NOTE: Bidders Informal Totals appear if different than bid tab calculated total.

	Name	Calculated Total	Bidder's Informal Totals
1.	Klinginsmith Construction Co.	$620,593.55	
2.	J. Severino Construction, Inc.	$676,463.86	
3.	Pollard Land Services, Inc.	$692,953.00	
4.	Rudzik Excavating, Inc.	$753,110.00	
5.	Chivers Construction Co., Inc.	$819,622.00	
6.	Union Industrial Contractors, Inc.	$825,138.50	
7.	Trax Construction Co.	$894,549.00	
8.	S.E.T. Inc.	$953,801.75	$954,515.00
9.	Hallmark Excavating, Inc.	$999,134.85	
10.	J. S. Bova Excavating	$1,036,140.19	

South River Road Water Line Extension
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract A - S. River Road
Project No. 220544

LIST OF ALL ITEMS

NOTE: Bidders Informal unit price or item total appear if different than bid tab calculated price.

Bidders	Labor	Material	Calculated Unit Price	Bidder's Informal Unit Price	Calculated Line Item Total	Bidder's Informal Line Item Total
1. 1.00 LS OF (SPC) PRECONSTRUCTION VIDEO DOCUMENTATION						
Klinginsmith Construction Co.	$1,000.00	$0.00	$1,000.00		$1,000.00	
J. Severino Construction, Inc.	$2,230.50	$0.00	$2,230.50		$2,230.50	
Pollard Land Services, Inc.	$2,450.00	$50.00	$2,500.00		$2,500.00	
Rudzik Excavating, Inc.	$250.00	$250.00	$500.00		$500.00	
Chivers Construction Co., Inc.	$910.00	$150.00	$1,060.00		$1,060.00	
Union Industrial Contractors, Inc.	$750.00	$0.00	$750.00		$750.00	
Trax Construction Co.	$3,619.00	$0.00	$3,619.00		$3,619.00	
S.E.T. Inc.	$1,900.00	$0.00	$1,900.00		$1,900.00	
Hallmark Excavating, Inc.	$500.00	$450.00	$950.00		$950.00	
J. S. Bova Excavating	$500.00	$0.00	$500.00		$500.00	
2. 1.00 LS OF (SPC) BONDS AND INSURANCES, AS PER PLAN						
Klinginsmith Construction Co.	$25,000.00	$0.00	$25,000.00		$25,000.00	
J. Severino Construction, Inc.	$15,445.00	$0.00	$15,445.00		$15,445.00	
Pollard Land Services, Inc.	$16,000.00	$0.00	$16,000.00		$16,000.00	
Rudzik Excavating, Inc.	$875.00	$7,000.00	$7,875.00		$7,875.00	
Chivers Construction Co., Inc.	$20,993.00	$0.00	$20,993.00		$20,993.00	
Union Industrial Contractors, Inc.	$10,000.00	$0.00	$10,000.00		$10,000.00	
Trax Construction Co.	$0.00	$9,928.00	$9,928.00		$9,928.00	
S.E.T. Inc.	$11,105.00	$0.00	$11,105.00		$11,105.00	
Hallmark Excavating, Inc.	$2,800.00	$25,000.00	$27,800.00		$27,800.00	
J. S. Bova Excavating	$0.00	$28,525.00	$28,525.00		$28,525.00	
3. 1.00 LS OF (201) CLEARING AND GRUBBING						
Klinginsmith Construction Co.	$1,000.00	$0.00	$1,000.00		$1,000.00	
J. Severino Construction, Inc.	$8,364.38	$0.00	$8,364.38		$8,364.38	
Pollard Land Services, Inc.	$2,000.00	$0.00	$2,000.00		$2,000.00	
Rudzik Excavating, Inc.	$2,000.00	$2,000.00	$4,000.00		$4,000.00	
Chivers Construction Co., Inc.	$925.00	$50.00	$975.00		$975.00	
Union Industrial Contractors, Inc.	$750.00	$0.00	$750.00		$750.00	
Trax Construction Co.	$5,126.00	$0.00	$5,126.00		$5,126.00	
S.E.T. Inc.	$1,000.00	$0.00	$1,000.00		$1,000.00	
Hallmark Excavating, Inc.	$15,000.00	$0.00	$15,000.00		$15,000.00	
J. S. Bova Excavating	$550.00	$0.00	$550.00		$550.00	

South River Road Water Line Extension
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract A - S. River Road
Project No. 220544

LIST OF ALL ITEMS

NOTE: Bidders Informal unit price or item total appear if different than bid tab calculated price.

Bidders	Labor	Material	Calculated Unit Price	Bidder's Informal Unit Price	Calculated Line Item Total	Bidder's Informal Line Item Total
4. 388.00 SY OF (SPC) TYPE "C" PAVEMENT REPLACEMENT (ASPHALT), ROADWAY, AS PER PLAN						
Klinginsmith Construction Co.	$100.00	$100.00	$200.00		$77,600.00	
J. Severino Construction, Inc.	$1.30	$1.29	$2.59		$1,004.92	
Pollard Land Services, Inc.	$40.00	$35.00	$75.00		$29,100.00	
Rudzik Excavating, Inc.	$40.00	$42.00	$82.00		$31,816.00	
Chivers Construction Co., Inc.	$86.00	$35.00	$121.00		$46,948.00	
Union Industrial Contractors, Inc.	$40.00	$35.00	$75.00		$29,100.00	
Trax Construction Co.	$27.00	$55.00	$82.00		$31,816.00	
S.E.T. Inc.	$77.99	$37.89	$115.88		$44,961.44	
Hallmark Excavating, Inc.	$45.00	$45.00	$90.00		$34,920.00	
J. S. Bova Excavating	$103.10	$54.12	$157.22		$61,001.36	
5. 1.00 LS OF (614) MAINTAINING TRAFFIC						
Klinginsmith Construction Co.	$5,000.00	$0.00	$5,000.00		$5,000.00	
J. Severino Construction, Inc.	$11,152.51	$0.00	$11,152.51		$11,152.51	
Pollard Land Services, Inc.	$13,000.00	$0.00	$13,000.00		$13,000.00	
Rudzik Excavating, Inc.	$2,500.00	$2,500.00	$5,000.00		$5,000.00	
Chivers Construction Co., Inc.	$11,034.00	$680.00	$11,714.00		$11,714.00	
Union Industrial Contractors, Inc.	$4,500.00	$500.00	$5,000.00		$5,000.00	
Trax Construction Co.	$32,619.75	$0.00	$32,619.75		$32,619.75	
S.E.T. Inc.	$90,630.60	$0.00	$90,630.60		$90,630.60	
Hallmark Excavating, Inc.	$24,000.00	$20,900.00	$44,900.00		$44,900.00	
J. S. Bova Excavating	$5,000.00	$2,100.00	$7,100.00		$7,100.00	
6. 1.00 LS OF (624) MOBILIZATION						
Klinginsmith Construction Co.	$2,500.00	$0.00	$2,500.00		$2,500.00	
J. Severino Construction, Inc.	$22,002.58	$0.00	$22,002.58		$22,002.58	
Pollard Land Services, Inc.	$7,500.00	$0.00	$7,500.00		$7,500.00	
Rudzik Excavating, Inc.	$9,500.00	$2,000.00	$11,500.00		$11,500.00	
Chivers Construction Co., Inc.	$46,212.00	$540.00	$46,752.00		$46,752.00	
Union Industrial Contractors, Inc.	$43,000.00	$10,000.00	$53,000.00		$53,000.00	
Trax Construction Co.	$33,549.00	$0.00	$33,549.00		$33,549.00	
S.E.T. Inc.	$42,388.00	$0.00	$42,388.00		$42,388.00	
Hallmark Excavating, Inc.	$15,000.00	$0.00	$15,000.00		$15,000.00	
J. S. Bova Excavating	$36,218.00	$355.00	$36,573.00		$36,573.00	

South River Road Water Line Extension
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract A - S. River Road
Project No. 220544

LIST OF ALL ITEMS

NOTE: Bidders Informal unit price or item total appear if different than bid tab calculated price.

Bidders	Labor	Material	Calculated Unit Price	Bidder's Informal Unit Price	Calculated Line Item Total	Bidder's Informal Line Item Total
7. 1.00 EACH OF (638) CONNECT NEW WATER MAIN TO EXISTING WATER MAIN, AS PER PLAN						
Klinginsmith Construction Co.	$19,680.00	$8,000.00	$27,680.00		$27,680.00	
J. Severino Construction, Inc.	$1,658.63	$1,658.63	$3,317.26		$3,317.26	
Pollard Land Services, Inc.	$250.00	$250.00	$500.00		$500.00	
Rudzik Excavating, Inc.	$1,500.00	$430.50	$1,930.50		$1,930.50	
Chivers Construction Co., Inc.	$2,745.00	$347.00	$3,092.00		$3,092.00	
Union Industrial Contractors, Inc.	$1,000.00	$1,250.00	$2,250.00		$2,250.00	
Trax Construction Co.	$2,406.00	$2,619.00	$5,025.00		$5,025.00	
S.E.T. Inc.	$1,000.00	$525.00	$1,525.00		$1,525.00	
Hallmark Excavating, Inc.	$7,500.00	$2,250.00	$9,750.00		$9,750.00	
J. S. Bova Excavating	$2,000.00	$480.90	$2,480.90		$2,480.90	
8. 7,925.00 FT OF (638) 8 INCH WATER MAIN POLYVINYL CHLORIDE PIPE AND FITTINGS, AWWA C909 PVCO, AS PER PLAN						
Klinginsmith Construction Co.	$17.50	$27.45	$44.95		$356,228.75	
J. Severino Construction, Inc.	$28.71	$28.71	$57.42		$455,053.50	
Pollard Land Services, Inc.	$35.00	$30.00	$65.00		$515,125.00	
Rudzik Excavating, Inc.	$29.21	$43.51	$72.72		$576,306.00	
Chivers Construction Co., Inc.	$22.00	$48.00	$70.00		$554,750.00	
Union Industrial Contractors, Inc.	$45.00	$30.50	$75.50		$598,337.50	
Trax Construction Co.	$42.00	$39.25	$81.25		$643,906.25	
S.E.T. Inc.	$35.49	$38.23	$73.72	$73.81	$584,231.00	$584,944.25
Hallmark Excavating, Inc.	$53.50	$37.25	$90.75		$719,193.75	
J. S. Bova Excavating	$53.04	$44.97	$98.01		$776,729.25	
9. 1.00 EACH OF (638) CORP STOP AND SADDLE, AS PER PLAN						
Klinginsmith Construction Co.	$500.00	$500.00	$1,000.00		$1,000.00	
J. Severino Construction, Inc.	$315.09	$315.09	$630.18		$630.18	
Pollard Land Services, Inc.	$200.00	$300.00	$500.00		$500.00	
Rudzik Excavating, Inc.	$500.00	$188.53	$688.53		$688.53	
Chivers Construction Co., Inc.	$3,036.00	$3,214.00	$6,250.00		$6,250.00	
Union Industrial Contractors, Inc.	$500.00	$2,000.00	$2,500.00		$2,500.00	
Trax Construction Co.	$777.00	$555.00	$1,332.00		$1,332.00	
S.E.T. Inc.	$200.00	$210.00	$410.00		$410.00	
Hallmark Excavating, Inc.	$930.00	$250.00	$1,180.00		$1,180.00	
J. S. Bova Excavating	$250.00	$188.53	$438.53		$438.53	

South River Road Water Line Extension
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract A - S. River Road
Project No. 220544

LIST OF ALL ITEMS

NOTE: Bidders Informal unit price or item total appear if different than bid tab calculated price.

Bidders	Labor	Material	Calculated Unit Price	Bidder's Informal Unit Price	Calculated Line Item Total	Bidder's Informal Line Item Total
10. 5.00 EACH OF (638) 8 INCH GATE VALVE AND VALVE BOX						
Klinginsmith Construction Co.	$350.00	$2,450.00	$2,800.00		$14,000.00	
J. Severino Construction, Inc.	$1,638.39	$1,638.38	$3,276.77		$16,383.85	
Pollard Land Services, Inc.	$1,000.00	$2,000.00	$3,000.00		$15,000.00	
Rudzik Excavating, Inc.	$400.00	$1,939.09	$2,339.09		$11,695.45	
Chivers Construction Co., Inc.	$342.00	$1,822.00	$2,164.00		$10,820.00	
Union Industrial Contractors, Inc.	$1,000.00	$3,100.00	$4,100.00		$20,500.00	
Trax Construction Co.	$3,554.00	$1,206.00	$4,760.00		$23,800.00	
S.E.T. Inc.	$300.00	$2,110.50	$2,410.50		$12,052.50	
Hallmark Excavating, Inc.	$730.00	$2,271.00	$3,001.00		$15,005.00	
J. S. Bova Excavating	$400.00	$2,362.27	$2,762.27		$13,811.35	
11. 1.00 EACH OF (638) 6 INCH FIRE HYDRANT ASSEMBLY, INCLUDING 6 INCH VALVE AND VALVE BOX, TYPE A, AS PER PLAN						
Klinginsmith Construction Co.	$500.00	$8,000.00	$8,500.00		$8,500.00	
J. Severino Construction, Inc.	$4,310.77	$4,310.77	$8,621.54		$8,621.54	
Pollard Land Services, Inc.	$1,500.00	$6,300.00	$7,800.00		$7,800.00	
Rudzik Excavating, Inc.	$1,800.00	$7,717.70	$9,517.70		$9,517.70	
Chivers Construction Co., Inc.	$1,258.00	$5,904.00	$7,162.00		$7,162.00	
Union Industrial Contractors, Inc.	$2,200.00	$5,500.00	$7,700.00		$7,700.00	
Trax Construction Co.	$5,997.00	$2,422.00	$8,419.00		$8,419.00	
S.E.T. Inc.	$1,500.00	$5,958.75	$7,458.75		$7,458.75	
Hallmark Excavating, Inc.	$950.00	$6,892.00	$7,842.00		$7,842.00	
J. S. Bova Excavating	$3,000.00	$6,815.24	$9,815.24		$9,815.24	
12. 8.00 EACH OF (638) 6 INCH FIRE HYDRANT ASSEMBLY, INCLUDING 6 INCH VALVE AND VALVE BOX, TYPE B, AS PER PLAN						
Klinginsmith Construction Co.	$500.00	$7,500.00	$8,000.00		$64,000.00	
J. Severino Construction, Inc.	$4,295.40	$4,295.39	$8,590.79		$68,726.32	
Pollard Land Services, Inc.	$1,500.00	$6,000.00	$7,500.00		$60,000.00	
Rudzik Excavating, Inc.	$1,700.00	$7,112.30	$8,812.30		$70,498.40	
Chivers Construction Co., Inc.	$1,258.00	$5,904.00	$7,162.00		$57,296.00	
Union Industrial Contractors, Inc.	$2,200.00	$5,500.00	$7,700.00		$61,600.00	
Trax Construction Co.	$5,997.00	$2,555.00	$8,552.00		$68,416.00	
S.E.T. Inc.	$1,200.00	$6,276.38	$7,476.38		$59,811.04	
Hallmark Excavating, Inc.	$950.00	$7,166.00	$8,116.00		$64,928.00	
J. S. Bova Excavating	$3,200.00	$6,994.58	$10,194.58		$81,556.64	

South River Road Water Line Extension
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract A - S. River Road
Project No. 220544

LIST OF ALL ITEMS

NOTE: Bidders Informal unit price or item total appear if different than bid tab calculated price.

Bidders	Labor	Material	Calculated Unit Price	Bidder's Informal Unit Price	Calculated Line Item Total	Bidder's Informal Line Item Total
13. 5,482.00 SY OF (659) SEEDING AND MULCHING						
Klinginsmith Construction Co.	$5.50	$0.90	$6.40		$35,084.80	
J. Severino Construction, Inc.	$5.28	$5.27	$10.55		$57,835.10	
Pollard Land Services, Inc.	$2.00	$2.00	$4.00		$21,928.00	
Rudzik Excavating, Inc.	$1.70	$0.79	$2.49		$13,650.18	
Chivers Construction Co., Inc.	$4.60	$1.90	$6.50		$35,633.00	
Union Industrial Contractors, Inc.	$3.00	$2.50	$5.50		$30,151.00	
Trax Construction Co.	$2.00	$2.00	$4.00		$21,928.00	
S.E.T. Inc.	$13.59	$3.72	$17.31		$94,893.42	
Hallmark Excavating, Inc.	$5.75	$0.30	$6.05		$33,166.10	
J. S. Bova Excavating	$1.51	$1.05	$2.56		$14,033.92	
14. 1.00 LS OF (SPC) EROSION CONTROL, AS PER PLAN						
Klinginsmith Construction Co.	$2,000.00	$0.00	$2,000.00		$2,000.00	
J. Severino Construction, Inc.	$5,696.22	$0.00	$5,696.22		$5,696.22	
Pollard Land Services, Inc.	$1,000.00	$1,000.00	$2,000.00		$2,000.00	
Rudzik Excavating, Inc.	$2,000.00	$6,132.24	$8,132.24		$8,132.24	
Chivers Construction Co., Inc.	$8,693.00	$7,484.00	$16,177.00		$16,177.00	
Union Industrial Contractors, Inc.	$2,000.00	$1,500.00	$3,500.00		$3,500.00	
Trax Construction Co.	$2,511.00	$2,554.00	$5,065.00		$5,065.00	
S.E.T. Inc.	$700.00	$735.00	$1,435.00		$1,435.00	
Hallmark Excavating, Inc.	$6,000.00	$3,500.00	$9,500.00		$9,500.00	
J. S. Bova Excavating	$2,500.00	$525.00	$3,025.00		$3,025.00	

South River Road Water Line Extension
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract A - S. River Rd - Alternate - Broadband Conduit
Project No. 220544

LIST OF BIDDERS

BIDDER

1 J. Severino Construction, Inc.
937 W. 52nd Street
Ashtabula, OH 44004
Phone number: (440) 992-4274

2 Union Industrial Contractors, Inc.
1800 East 21st Street
PO Box 1718
Ashtabula, OH 440051718
Phone number: (440) 998-7871

3 Pollard Land Services, Inc.
8150 Franklin Road
Girard, PA 16417
Phone number: (814) 474-1107

4 Trax Construction Co.
30701 Euclid Avenue
Wickliffe, OH 44092
Phone number: (440) 585-1439

5 Chivers Construction Co., Inc.
6700 Tow Road
Fairview, PA 16415
Phone number: (814) 474-2637

6 Rudzik Excavating, Inc.
401 Lowellville Road
PO 206
Struthers, OH 44471
Phone number: (330) 755-1540

7 S.E.T. Inc.
235 East Water Street, Suite C
Lowellville, OH 444361273
Phone number: (330) 536-6724

8 Hallmark Excavating, Inc.
482 Blackbrook Rd.
Painesville, OH 44077
Phone number: (440) 352-3138

South River Road Water Line Extension
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract A - S. River Rd - Alternate - Broadband Conduit
Project No. 220544

LIST OF BIDDERS

BIDDER

9 Klinginsmith Construction Co.
Sportsmen Rd.
PO Box 5135
Conneaut, PA 16316
Phone number: (814) 382-4818

10 J. S. Bova Excavating
235 State Street
Struthers, OH 44471
Phone number: (234) 254-4040

South River Road Water Line Extension
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract A - S. River Rd - Alternate - Broadband Conduit
Project No. 220544

LIST OF TOTALS

NOTE: Bidders Informal Totals appear if different than bid tab calculated total.

	Name	Calculated Total	Bidder's Informal Totals
1.	J. Severino Construction, Inc.	$42,815.17	
2.	Union Industrial Contractors, Inc.	$56,500.00	
3.	Pollard Land Services, Inc.	$60,000.00	
4.	Trax Construction Co.	$69,116.00	
5.	Chivers Construction Co., Inc.	$81,533.00	
6.	Rudzik Excavating, Inc.	$107,810.00	
7.	S.E.T. Inc.	$117,235.00	
8.	Hallmark Excavating, Inc.	$130,000.00	
9.	Klinginsmith Construction Co.	$144,000.00	
10.	J. S. Bova Excavating	$174,342.50	

South River Road Water Line Extension
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract A - S. River Rd - Alternate - Broadband Conduit
Project No. 220544

LIST OF ALL ITEMS

NOTE: Bidders Informal unit price or item total appear if different than bid tab calculated price.

Bidders	Labor	Material	Calculated Unit Price	Bidder's Informal Unit Price	Calculated Line Item Total	Bidder's Informal Line Item Total
1. 1.00 LS OF (625) BROADBAND SERVICE CONDUIT AND PULL BOXES						
J. Severino Construction, Inc.	$42,815.17	$0.00	$42,815.17		$42,815.17	
Union Industrial Contractors, Inc.	$30,000.00	$26,500.00	$56,500.00		$56,500.00	
Pollard Land Services, Inc.	$5,000.00	$55,000.00	$60,000.00		$60,000.00	
Trax Construction Co.	$23,333.00	$45,783.00	$69,116.00		$69,116.00	
Chivers Construction Co., Inc.	$44,028.00	$37,505.00	$81,533.00		$81,533.00	
Rudzik Excavating, Inc.	$44,410.00	$63,400.00	$107,810.00		$107,810.00	
S.E.T. Inc.	$97,200.00	$20,035.00	$117,235.00		$117,235.00	
Hallmark Excavating, Inc.	$75,000.00	$55,000.00	$130,000.00		$130,000.00	
Klinginsmith Construction Co.	$144,000.00	$0.00	$144,000.00		$144,000.00	
J. S. Bova Excavating	$91,130.00	$83,212.50	$174,342.50		$174,342.50	

Bishop Road Watermain
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract B - Bishop Road
Project No. 231064

LIST OF BIDDERS

BIDDER

1 Pollard Land Services, Inc.
8150 Franklin Road
Girard, PA 16417
Phone number: (814) 474-1107

2 Klinginsmith Construction Co.
Sportsmen Rd.
PO Box 5135
Conneaut, PA 16316
Phone number: (814) 382-4818

3 Davis Diggers, Inc.
7985 King Memorial Road
Mentor, OH 44060
Phone number: (440) 205-5500

4 Rudzik Excavating, Inc.
401 Lowellville Road
PO 206
Struthers, OH 44471
Phone number: (330) 755-1540

5 J. Severino Construction, Inc.
937 W. 52nd Street
Ashtabula, OH 44004
Phone number: (440) 992-4274

6 Chivers Construction Co., Inc.
6700 Tow Road
Fairview, PA 16415
Phone number: (814) 474-2637

7 Union Industrial Contractors, Inc.
1800 East 21st Street
PO Box 1718
Ashtabula, OH 440051718
Phone number: (440) 998-7871

8 Trax Construction Co.
30701 Euclid Avenue
Wickliffe, OH 44092
Phone number: (440) 585-1439

Bishop Road Watermain
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract B - Bishop Road
Project No. 231064

LIST OF BIDDERS

BIDDER

9 S.E.T. Inc.
235 East Water Street, Suite C
Lowellville, OH 444361273
Phone number: (330) 536-6724

10 J. S. Bova Excavating
235 State Street
Struthers, OH 44471
Phone number: (234) 254-4040

11 Hallmark Excavating, Inc.
482 Blackbrook Rd.
Painesville, OH 44077
Phone number: (440) 352-3138

Bishop Road Watermain
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract B - Bishop Road
Project No. 231064

LIST OF TOTALS

NOTE: Bidders Informal Totals appear if different than bid tab calculated total.

	Name	Calculated Total	Bidder's Informal Totals
1.	Pollard Land Services, Inc.	$385,817.00	
2.	Klinginsmith Construction Co.	$406,625.00	
3.	Davis Diggers, Inc.	$429,306.50	
4.	Rudzik Excavating, Inc.	$471,110.00	
5.	J. Severino Construction, Inc.	$472,104.92	
6.	Chivers Construction Co., Inc.	$521,762.00	
7.	Union Industrial Contractors, Inc.	$532,475.00	
8.	Trax Construction Co.	$534,928.00	
9.	S.E.T. Inc.	$565,557.00	
10.	J. S. Bova Excavating	$588,058.86	
11.	Hallmark Excavating, Inc.	$589,483.75	

Bishop Road Watermain
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract B - Bishop Road
Project No. 231064

LIST OF ALL ITEMS

NOTE: Bidders Informal unit price or item total appear if different than bid tab calculated price.

Bidders	Labor	Material	Calculated Unit Price	Bidder's Informal Unit Price	Calculated Line Item Total	Bidder's Informal Line Item Total
1. 1.00 LS OF (SPC) PRECONSTRUCTION VIDEO DOCUMENTATION						
Pollard Land Services, Inc.	$950.00	$50.00	$1,000.00		$1,000.00	
Klinginsmith Construction Co.	$1,000.00	$0.00	$1,000.00		$1,000.00	
Davis Diggers, Inc.	$960.00	$0.00	$960.00		$960.00	
Rudzik Excavating, Inc.	$250.00	$250.00	$500.00		$500.00	
J. Severino Construction, Inc.	$871.29	$0.00	$871.29		$871.29	
Chivers Construction Co., Inc.	$500.00	$150.00	$650.00		$650.00	
Union Industrial Contractors, Inc.	$750.00	$0.00	$750.00		$750.00	
Trax Construction Co.	$2,269.00	$0.00	$2,269.00		$2,269.00	
S.E.T. Inc.	$1,900.00	$0.00	$1,900.00		$1,900.00	
J. S. Bova Excavating	$500.00	$0.00	$500.00		$500.00	
Hallmark Excavating, Inc.	$500.00	$450.00	$950.00		$950.00	
2. 1.00 LS OF (SPC) BONDS AND INSURANCES, AS PER PLAN						
Pollard Land Services, Inc.	$6,000.00	$0.00	$6,000.00		$6,000.00	
Klinginsmith Construction Co.	$8,100.00	$0.00	$8,100.00		$8,100.00	
Davis Diggers, Inc.	$12,000.00	$0.00	$12,000.00		$12,000.00	
Rudzik Excavating, Inc.	$462.50	$4,000.00	$4,462.50		$4,462.50	
J. Severino Construction, Inc.	$11,715.00	$0.00	$11,715.00		$11,715.00	
Chivers Construction Co., Inc.	$13,520.00	$0.00	$13,520.00		$13,520.00	
Union Industrial Contractors, Inc.	$6,500.00	$0.00	$6,500.00		$6,500.00	
Trax Construction Co.	$0.00	$6,200.00	$6,200.00		$6,200.00	
S.E.T. Inc.	$7,700.00	$0.00	$7,700.00		$7,700.00	
J. S. Bova Excavating	$0.00	$28,525.00	$28,525.00		$28,525.00	
Hallmark Excavating, Inc.	$1,400.00	$14,000.00	$15,400.00		$15,400.00	

Bishop Road Watermain
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract B - Bishop Road
Project No. 231064

LIST OF ALL ITEMS

NOTE: Bidders Informal unit price or item total appear if different than bid tab calculated price.

Bidders	Labor	Material	Calculated Unit Price	Bidder's Informal Unit Price	Calculated Line Item Total	Bidder's Informal Line Item Total
3. 1.00 LS OF (201) CLEARING AND GRUBBING						
Pollard Land Services, Inc.	$500.00	$0.00	$500.00		$500.00	
Klinginsmith Construction Co.	$1,000.00	$0.00	$1,000.00		$1,000.00	
Davis Diggers, Inc.	$1,000.00	$0.00	$1,000.00		$1,000.00	
Rudzik Excavating, Inc.	$2,000.00	$1,000.00	$3,000.00		$3,000.00	
J. Severino Construction, Inc.	$5,576.25	$0.00	$5,576.25		$5,576.25	
Chivers Construction Co., Inc.	$925.00	$50.00	$975.00		$975.00	
Union Industrial Contractors, Inc.	$750.00	$0.00	$750.00		$750.00	
Trax Construction Co.	$4,441.00	$0.00	$4,441.00		$4,441.00	
S.E.T. Inc.	$11,000.20	$0.00	$11,000.20		$11,000.20	
J. S. Bova Excavating	$500.00	$0.00	$500.00		$500.00	
Hallmark Excavating, Inc.	$3,500.00	$0.00	$3,500.00		$3,500.00	
4. 100.00 SY OF (SPC) TYPE "A" PAVEMENT REPLACEMENT (CONCRETE), ROADWAY, AS PER PLAN						
Pollard Land Services, Inc.	$75.00	$75.00	$150.00		$15,000.00	
Klinginsmith Construction Co.	$100.00	$150.00	$250.00		$25,000.00	
Davis Diggers, Inc.	$82.50	$67.50	$150.00		$15,000.00	
Rudzik Excavating, Inc.	$90.00	$89.25	$179.25		$17,925.00	
J. Severino Construction, Inc.	$90.34	$90.33	$180.67		$18,067.00	
Chivers Construction Co., Inc.	$129.00	$98.00	$227.00		$22,700.00	
Union Industrial Contractors, Inc.	$90.00	$90.00	$180.00		$18,000.00	
Trax Construction Co.	$25.00	$70.00	$95.00		$9,500.00	
S.E.T. Inc.	$141.00	$95.42	$236.42		$23,642.00	
J. S. Bova Excavating	$93.50	$53.55	$147.05		$14,705.00	
Hallmark Excavating, Inc.	$99.00	$100.00	$199.00		$19,900.00	

Bishop Road Watermain
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract B - Bishop Road
Project No. 231064

LIST OF ALL ITEMS

NOTE: Bidders Informal unit price or item total appear if different than bid tab calculated price.

Bidders	Labor	Material	Calculated Unit Price	Bidder's Informal Unit Price	Calculated Line Item Total	Bidder's Informal Line Item Total
5. 1.00 LS OF (614) MAINTAINING TRAFFIC						
Pollard Land Services, Inc.	$5,000.00	$0.00	$5,000.00		$5,000.00	
Klinginsmith Construction Co.	$2,500.00	$0.00	$2,500.00		$2,500.00	
Davis Diggers, Inc.	$20,400.00	$0.00	$20,400.00		$20,400.00	
Rudzik Excavating, Inc.	$1,500.00	$1,500.00	$3,000.00		$3,000.00	
J. Severino Construction, Inc.	$6,691.50	$0.00	$6,691.50		$6,691.50	
Chivers Construction Co., Inc.	$7,468.00	$480.00	$7,948.00		$7,948.00	
Union Industrial Contractors, Inc.	$4,000.00	$500.00	$4,500.00		$4,500.00	
Trax Construction Co.	$36,419.00	$0.00	$36,419.00		$36,419.00	
S.E.T. Inc.	$23,270.00	$1,575.00	$24,845.00		$24,845.00	
J. S. Bova Excavating	$3,500.00	$1,050.00	$4,550.00		$4,550.00	
Hallmark Excavating, Inc.	$15,000.00	$10,000.00	$25,000.00		$25,000.00	
6. 1.00 LS OF (624) MOBILIZATION						
Pollard Land Services, Inc.	$2,500.00	$0.00	$2,500.00		$2,500.00	
Klinginsmith Construction Co.	$2,500.00	$0.00	$2,500.00		$2,500.00	
Davis Diggers, Inc.	$1,500.00	$0.00	$1,500.00		$1,500.00	
Rudzik Excavating, Inc.	$9,500.00	$2,000.00	$11,500.00		$11,500.00	
J. Severino Construction, Inc.	$10,298.41	$0.00	$10,298.41		$10,298.41	
Chivers Construction Co., Inc.	$34,010.00	$440.00	$34,450.00		$34,450.00	
Union Industrial Contractors, Inc.	$33,000.00	$11,000.00	$44,000.00		$44,000.00	
Trax Construction Co.	$27,126.00	$0.00	$27,126.00		$27,126.00	
S.E.T. Inc.	$33,588.00	$0.00	$33,588.00		$33,588.00	
J. S. Bova Excavating	$43,218.00	$355.00	$43,573.00		$43,573.00	
Hallmark Excavating, Inc.	$25,000.00	$0.00	$25,000.00		$25,000.00	

Bishop Road Watermain
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract B - Bishop Road
Project No. 231064

LIST OF ALL ITEMS

NOTE: Bidders Informal unit price or item total appear if different than bid tab calculated price.

Bidders	Labor	Material	Calculated Unit Price	Bidder's Informal Unit Price	Calculated Line Item Total	Bidder's Informal Line Item Total
7. 3,125.00 FT OF (638) 12 INCH WATER MAIN POLYVINYL CHLORIDE PIPE AND FITTINGS, AWWA C909 PVCO, AS PER PLAN						
Pollard Land Services, Inc.	$35.00	$50.00	$85.00		$265,625.00	
Klinginsmith Construction Co.	$22.00	$60.20	$82.20		$256,875.00	
Davis Diggers, Inc.	$49.77	$40.72	$90.49		$282,781.25	
Rudzik Excavating, Inc.	$29.95	$76.86	$106.81		$333,781.25	
J. Severino Construction, Inc.	$46.40	$46.39	$92.79		$289,968.75	
Chivers Construction Co., Inc.	$39.00	$72.00	$111.00		$346,875.00	
Union Industrial Contractors, Inc.	$60.00	$53.00	$113.00		$353,125.00	
Trax Construction Co.	$43.00	$67.00	$110.00		$343,750.00	
S.E.T. Inc.	$39.44	$66.91	$106.35		$332,343.75	
J. S. Bova Excavating	$51.98	$73.44	$125.42		$391,937.50	
Hallmark Excavating, Inc.	$60.00	$59.95	$119.95		$374,843.75	
8. 4.00 EACH OF (638) 12 INCH GATE VALVE AND VALVE BOX						
Pollard Land Services, Inc.	$1,000.00	$3,500.00	$4,500.00		$18,000.00	
Klinginsmith Construction Co.	$500.00	$4,650.00	$5,150.00		$20,600.00	
Davis Diggers, Inc.	$2,380.00	$1,720.00	$4,100.00		$16,400.00	
Rudzik Excavating, Inc.	$400.00	$3,554.51	$3,954.51		$15,818.04	
J. Severino Construction, Inc.	$2,418.70	$2,418.69	$4,837.39		$19,349.56	
Chivers Construction Co., Inc.	$438.00	$3,298.00	$3,736.00		$14,944.00	
Union Industrial Contractors, Inc.	$1,700.00	$3,600.00	$5,300.00		$21,200.00	
Trax Construction Co.	$3,928.00	$1,311.00	$5,239.00		$20,956.00	
S.E.T. Inc.	$300.00	$3,832.50	$4,132.50		$16,530.00	
J. S. Bova Excavating	$500.00	$3,554.51	$4,054.51		$16,218.04	
Hallmark Excavating, Inc.	$790.00	$3,850.00	$4,640.00		$18,560.00	

Bishop Road Watermain
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract B - Bishop Road
Project No. 231064

LIST OF ALL ITEMS

NOTE: Bidders Informal unit price or item total appear if different than bid tab calculated price.

Bidders	Labor	Material	Calculated Unit Price	Bidder's Informal Unit Price	Calculated Line Item Total	Bidder's Informal Line Item Total
9. 1.00 EACH OF (638) 12 INCH X 12 INCH TAPPING SLEEVE, VALVE AND VALVE BOX						
Pollard Land Services, Inc.	$3,000.00	$5,500.00	$8,500.00		$8,500.00	
Klinginsmith Construction Co.	$1,500.00	$13,250.00	$14,750.00		$14,750.00	
Davis Diggers, Inc.	$6,050.00	$4,958.00	$11,008.00		$11,008.00	
Rudzik Excavating, Inc.	$2,500.00	$5,722.08	$8,222.08		$8,222.08	
J. Severino Construction, Inc.	$5,512.60	$5,512.60	$11,025.20		$11,025.20	
Chivers Construction Co., Inc.	$4,324.00	$5,559.00	$9,883.00		$9,883.00	
Union Industrial Contractors, Inc.	$12,000.00	$5,000.00	$17,000.00		$17,000.00	
Trax Construction Co.	$5,191.00	$7,771.00	$12,962.00		$12,962.00	
S.E.T. Inc.	$4,500.00	$7,770.00	$12,270.00		$12,270.00	
J. S. Bova Excavating	$4,650.00	$5,722.08	$10,372.08		$10,372.08	
Hallmark Excavating, Inc.	$12,000.00	$7,500.00	$19,500.00		$19,500.00	
10. 7.00 EACH OF (638) 6 INCH FIRE HYDRANT ASSEMBLY, INCLUDING 6 INCH VALVE AND VALVE BOX, TYPE B, AS PER PLAN						
Pollard Land Services, Inc.	$1,500.00	$6,300.00	$7,800.00		$54,600.00	
Klinginsmith Construction Co.	$500.00	$8,000.00	$8,500.00		$59,500.00	
Davis Diggers, Inc.	$4,165.00	$3,371.75	$7,536.75		$52,757.25	
Rudzik Excavating, Inc.	$1,700.00	$7,539.67	$9,239.67		$64,677.69	
J. Severino Construction, Inc.	$4,351.60	$4,351.59	$8,703.19		$60,922.33	
Chivers Construction Co., Inc.	$1,208.00	$6,236.00	$7,444.00		$52,108.00	
Union Industrial Contractors, Inc.	$2,200.00	$5,500.00	$7,700.00		$53,900.00	
Trax Construction Co.	$5,997.00	$2,555.00	$8,552.00		$59,864.00	
S.E.T. Inc.	$1,200.00	$6,651.15	$7,851.15		$54,958.05	
J. S. Bova Excavating	$2,650.00	$7,143.32	$9,793.32		$68,553.24	
Hallmark Excavating, Inc.	$950.00	$7,140.00	$8,090.00		$56,630.00	

Bishop Road Watermain
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract B - Bishop Road
Project No. 231064

LIST OF ALL ITEMS

NOTE: Bidders Informal unit price or item total appear if different than bid tab calculated price.

Bidders	Labor	Material	Calculated Unit Price	Bidder's Informal Unit Price	Calculated Line Item Total	Bidder's Informal Line Item Total
11. 2,000.00 SY OF (659) SEEDING AND MULCHING						
Pollard Land Services, Inc.	$2.00	$2.00	$4.00		$8,000.00	
Klinginsmith Construction Co.	$5.50	$0.90	$6.40		$12,800.00	
Davis Diggers, Inc.	$3.95	$3.05	$7.00		$14,000.00	
Rudzik Excavating, Inc.	$1.70	$0.79	$2.49		$4,980.00	
J. Severino Construction, Inc.	$9.03	$8.00	$17.03		$34,060.00	
Chivers Construction Co., Inc.	$4.15	$1.85	$6.00		$12,000.00	
Union Industrial Contractors, Inc.	$3.00	$2.50	$5.50		$11,000.00	
Trax Construction Co.	$2.00	$2.00	$4.00		$8,000.00	
S.E.T. Inc.	$14.70	$3.32	$18.02		$36,040.00	
J. S. Bova Excavating	$2.00	$1.05	$3.05		$6,100.00	
Hallmark Excavating, Inc.	$5.75	$0.30	$6.05		$12,100.00	
12. 1.00 LS OF (SPC) EROSION CONTROL, AS PER PLAN						
Pollard Land Services, Inc.	$592.00	$500.00	$1,092.00		$1,092.00	
Klinginsmith Construction Co.	$2,000.00	$0.00	$2,000.00		$2,000.00	
Davis Diggers, Inc.	$835.00	$665.00	$1,500.00		$1,500.00	
Rudzik Excavating, Inc.	$1,000.00	$2,243.44	$3,243.44		$3,243.44	
J. Severino Construction, Inc.	$3,559.63	$0.00	$3,559.63		$3,559.63	
Chivers Construction Co., Inc.	$3,662.00	$2,047.00	$5,709.00		$5,709.00	
Union Industrial Contractors, Inc.	$1,250.00	$500.00	$1,750.00		$1,750.00	
Trax Construction Co.	$1,549.00	$1,892.00	$3,441.00		$3,441.00	
S.E.T. Inc.	$9,000.00	$1,740.00	$10,740.00		$10,740.00	
J. S. Bova Excavating	$2,000.00	$525.00	$2,525.00		$2,525.00	
Hallmark Excavating, Inc.	$14,500.00	$3,600.00	$18,100.00		$18,100.00	

Bishop Road Watermain
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract B - Bishop Rd - Alternate - Broadband Conduit
Project No. 231064

LIST OF BIDDERS

BIDDER

1 J. Severino Construction, Inc.
937 W. 52nd Street
Ashtabula, OH 44004
Phone number: (440) 992-4274

2 Union Industrial Contractors, Inc.
1800 East 21st Street
PO Box 1718
Ashtabula, OH 440051718
Phone number: (440) 998-7871

3 Pollard Land Services, Inc.
8150 Franklin Road
Girard, PA 16417
Phone number: (814) 474-1107

4 Trax Construction Co.
30701 Euclid Avenue
Wickliffe, OH 44092
Phone number: (440) 585-1439

5 Chivers Construction Co., Inc.
6700 Tow Road
Fairview, PA 16415
Phone number: (814) 474-2637

6 S.E.T. Inc.
235 East Water Street, Suite C
Lowellville, OH 444361273
Phone number: (330) 536-6724

7 Davis Diggers, Inc.
7985 King Memorial Road
Mentor, OH 44060
Phone number: (440) 205-5500

8 Rudzik Excavating, Inc.
401 Lowellville Road
PO 206
Struthers, OH 44471
Phone number: (330) 755-1540

Bishop Road Watermain
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract B - Bishop Rd - Alternate - Broadband Conduit
Project No. 231064

LIST OF BIDDERS

BIDDER

9 Klinginsmith Construction Co.
Sportsmen Rd.
PO Box 5135
Conneaut, PA 16316
Phone number: (814) 382-4818

10 Hallmark Excavating, Inc.
482 Blackbrook Rd.
Painesville, OH 44077
Phone number: (440) 352-3138

11 J. S. Bova Excavating
235 State Street
Struthers, OH 44471
Phone number: (234) 254-4040

Bishop Road Watermain
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract B - Bishop Rd - Alternate - Broadband Conduit
Project No. 231064

LIST OF TOTALS

NOTE: Bidders Informal Totals appear if different than bid tab calculated total.

	Name	Calculated Total	Bidder's Informal Totals
1.	J. Severino Construction, Inc.	$17,276.48	
2.	Union Industrial Contractors, Inc.	$24,500.00	
3.	Pollard Land Services, Inc.	$25,000.00	
4.	Trax Construction Co.	$29,235.00	
5.	Chivers Construction Co., Inc.	$31,820.00	
6.	S.E.T. Inc.	$45,619.00	
7.	Davis Diggers, Inc.	$47,570.50	
8.	Rudzik Excavating, Inc.	$48,270.00	
9.	Klinginsmith Construction Co.	$57,000.00	
10.	Hallmark Excavating, Inc.	$62,500.00	
11.	J. S. Bova Excavating	$120,768.00	

Bishop Road Watermain
Ashtabula Co. Bd. of Commissioners
Bid Opening Date: April 25, 2024
Bid Tabulation Summary
Separate Contracts - Contract B - Bishop Rd - Alternate - Broadband Conduit
Project No. 231064

LIST OF ALL ITEMS

NOTE: Bidders Informal unit price or item total appear if different than bid tab calculated price.

Bidders	Labor	Material	Calculated Unit Price	Bidder's Informal Unit Price	Calculated Line Item Total	Bidder's Informal Line Item Total
1. 1.00 LS OF (625) BROADBAND SERVICE CONDUIT AND PULL BOXES						
J. Severino Construction, Inc.	$17,276.48	$0.00	$17,276.48		$17,276.48	
Union Industrial Contractors, Inc.	$12,500.00	$12,000.00	$24,500.00		$24,500.00	
Pollard Land Services, Inc.	$2,100.00	$22,900.00	$25,000.00		$25,000.00	
Trax Construction Co.	$10,055.00	$19,180.00	$29,235.00		$29,235.00	
Chivers Construction Co., Inc.	$15,653.00	$16,167.00	$31,820.00		$31,820.00	
S.E.T. Inc.	$37,850.00	$7,769.00	$45,619.00		$45,619.00	
Davis Diggers, Inc.	$35,600.00	$11,970.50	$47,570.50		$47,570.50	
Rudzik Excavating, Inc.	$17,850.00	$30,420.00	$48,270.00		$48,270.00	
Klinginsmith Construction Co.	$57,000.00	$0.00	$57,000.00		$57,000.00	
Hallmark Excavating, Inc.	$45,000.00	$17,500.00	$62,500.00		$62,500.00	
J. S. Bova Excavating	$32,000.00	$88,768.00	$120,768.00		$120,768.00	

Contract Forms

Contract B

Pollard Land Services, Inc.

REVISED CODE §1311.252
NOTICE OF COMMENCEMENT OF A PUBLIC IMPROVEMENT

State of Ohio)
) SS:
County of Ashtabula)

Kathryn L. Whittington, President (the "Affiant"), being first duly sworn, says that:

1. Affiant is the President of the Ashtabula County Board of Commissioners, at 25 West Jefferson Street, Bldg. E, Jefferson, Ohio for a contract executed on July 18, 2024.

2. The Public Authority will be commencing a public improvement identified as follows:
Bishop Road Waterline Phase 1 – Contract B

3. The following lists the name, address, and surety of each of the principal contractors working on this public improvement:

TRADE	CONTRACTOR	SURETY
Construction	Pollard Land Services, Inc. 8150 Franklin Road Girard, Pennsylvania 16417	Selective Insurance Company of America 40 Wantage Avenue Branchville, NJ 07890

4. For the purpose of service an affidavit pursuant to Revised Code §1311.26, service may be made upon the following representative of the Public Authority: Kathryn L. Whittington, President, at the Ashtabula County Board of Commissioners, 25 West Jefferson Street, Bldg. E, Jefferson, Ohio 44047.

Kathryn L. Whittington, President

SWORN TO before me and subscribed in my presence this 18th day of July, 2024.

[SEAL]
Notary Public comm exp 7/14/2025

Prepared by:

CT Consultants, Inc.
8150 Sterling Court
Mentor, Ohio 44060

NOTICE OF AWARD

TO: Pollard Land Services, Inc.
8150 Franklin Road
Girard, Pennsylvania 16417

PROJECT: BISHOP ROAD WATERLINE PHASE 1 - CONTRACT B

You are notified that your Bid which was opened on 05/09/24 has been accepted for items in the amount of $385,817.00 at the unit bid prices as reflected in the bid tabulation contained herein for Contract B.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Bonds, Certificates of Insurance, and other documents within 10 calendar days from the date of receipt of this Notice.

Failure to comply with these conditions within the time specified will entitle Owner to consider your Bid in default, to annul this Notice and to declare your Bid Security forfeited.

The Owner will return to you one (1) fully signed set of the contract documents.

ACKNOWLEDGMENT OF AWARD

ASHTABULA COUNTY COMMISSIONERS

Lisa Hawkins
County Clerk of the Commissioners

7-18-24
Date

POLLARD LAND SERVICES, INC.

Kenneth A. Pollard
President

07/09/2024
Date

RESOLUTION RECEIVING BIDS AND AWARDING FOR CONTRACT B: BISHOP RD WATERLINE EXTENSION PHASE I, TO POLLARD LAND SERVICES, INC., GIRARD, PA, FOR A WSRLA FUNDED PROJECT, ACDES

WHEREAS, a request and recommendation has been received for the approval of the Board of Commissioners to award the Bishop Rd Waterline Extension Project, contract B; and

WHEREAS, On April 9, 2024, by Resolution No 2024-193, bids were ordered, and on April 25, 2024 bids were received for the Bishop Rd Waterline Extension Project, contract B, as follows:

	Contract A South River Road	Contract A-Alternate South River Rd	Contract A-Base & Alternate	Contract B Bishop Road	Contract B-Alternate Bishop Rd	Contract B-Base & Alternate
Klinginsmith Construction Co.	$620,593.55	$144,000.00	$764,593.55	$406,625.00	$57,000.00	$463,625.00
J.Severino Construction, Inc.	$676,463.86	$42,815.17	$719,279.03	$472,104.92	$17,276.48	$489,381.40
Pollard Land Services, Inc.	$692,953.00	$60,000.00	$752,953.00	$385,817.00	$25,000.00	$410,817.00
Rudzik Excavating, Inc.	$753,110.00	$107,810.00	$860,920.00	$471,110.00	$48,270.00	$519,380.00
Chivers Construction Co. Inc.	$814,622.00	$81,533.00	$896,155.00	$516,762.00	$31,820.00	$548,582.00
Union Industrial Contractors, Inc.	$824,138.50	$56,500.00	$880,638.50	$531,475.00	$24,500.00	$555,975.00
Trax Construction Co.	$894,549.00	$69,116.00	$963,665.00	$534,928.00	$29,2353.00	$564,163.00
S.E.T. Inc.	$953,801.75	$117,235.00	$1,071,036.75	$565,557.00	$45,619.00	$611,176.00

WHEREAS, Douglas Starkey, Director of the Ashtabula County Department of Environmental Services, along with CT Consultants and staff, reviewed the bids and has recommended the bid be awarded to Pollard Land Services, for the total bid of the base bid of $385,817.00, as the lowest and best bid received; and

WHEREAS, this Board would concur with that recommendation; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that the bid for the Bishop Rd Waterline Extension Project, contract B; the project be awarded to Pollard Land Services, as outlined above.

ASHTABULA COUNTY COMMISSIONERS

CERTIFICATION PAGE

Resolution No. 2024-282 **June 04, 2024**

RESOLUTION RECEIVING BIDS AND AWARDING FOR CONTRACT B: BISHOP ROAD WATERLINE EXTENSION PHASE I, TO POLLARD LAND SERVICES, INC., GIRARD, PA, FOR A WSRLA FUNDED PROJECT, ACDES

Upon the motion of J.P. Ducro IV, seconded by Casey R. Kozlowski.

VOTE:

Kathryn L. Whittington	**Aye**
J.P. Ducro IV	**Aye**
Casey R. Kozlowski	**Aye**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.

Lisa Hawkins

Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

AGREEMENT

This AGREEMENT, made this 18th day of July, 2024 (the "Effective Date") between Pollard Land Services, Inc. (the "Contractor"), with offices at 8150 Franklin Road, Girard, PA 16417, and Ashtabula County, 25 W. Jefferson St., 2nd Floor, Old Courthouse, Jefferson, OH 44047 (the "County") for Bishop Road Waterline Extension Project, Phase I - Contract B in Ashtabula County.

WITNESSETH: That the parties hereto, for and in consideration of Covenants and Agreement to be performed by each as hereinafter set forth, do hereby agree as follows:

ARTICLE I
THE WORK

The Contractor shall furnish all the labor, services, materials, plant, equipment, tools, scaffolds, appliances, transportation, and all other things (collectively called the "Work") necessary for the timely and proper completion of the Work described in the Contract Documents for the Project as set forth in Exhibit A. In the event of inconsistencies within or between the Contract Documents, the Contractor shall provide the better quality or greater quantity of Work and shall comply with the more-strict requirement.

ARTICLE II
TERM

The term of this Agreement shall commence on the Effective Date and continue through May 16, 2025 (the "Completion Date"), unless otherwise terminated earlier as provided below (the "Term").

ARTICLE III
COMPENSATION AND PAYMENT

3.1 The Contractor's total compensation for the Work shall be $ 385,817.00 (the "Contract Price").

3.2 Contractor is subject to and responsible for paying fees to obtain all applicable licenses, permits, and other permissions necessary to perform its obligations under this Contract. Contractor is responsible for paying federal, state, and local taxes. Contractor agrees to withhold all income taxes due or payable for qualifying wages, salaries, and commissions paid to its employees and further agrees that any of its sub-contractors shall be required to agree to withhold any such income taxes due for services performed under this Contract.

3.3 The Contractor shall submit monthly to the County an itemized Application for Payment for Work performed based upon Exhibit A on a form satisfactory to the County.

3.4 The Application for Payment shall be supported by documentation substantiating the Contractor's right to payment. The Contractor shall supply such additional documentation as the designated representative of the county ("County's Representative") may request in connection with each payment to the Contractor.

Certified payroll reports for the period of time indicated shall be attached to one copy of every Application for Payment.

The Contractor shall list on the Application for Payment any approved Change Orders processed and performed during the time covered by the Application for Payment.

Payment of an approved Application for Payment shall be made within 45 days from the date of approval by the County's Representative. The County reserves the right to require proof of the renewal of required insurance as a condition precedent to payment.

The amount of Liquidated Damages to which the County is apparently entitled under the Contract Documents may be deducted from any Application for Payment by the County's Representative.

3.5 The County reserves the right to decline to approve any Application for Payment or part thereof, or because of subsequent evidence or inspection, may nullify any previous Application for Payment, in whole or in part, to such extent as may be necessary in the County's Representative's opinion to protect the County from loss because of:

(a) Defective or nonconforming Work ("Defective Work") not remedied;

(b) Damage caused by the Contractor;

(c) Failure to comply with the requirements of Chapter 4115, ORC;

(d) Liquidated damages in the amount set forth in the Contract Documents ("Liquidated Damages").

If the basis for withholding payment pursuant to this Section is removed, payment shall be made for amounts withheld because of the basis.

3.6 The Contractor, as a condition precedent to execution of the certificate of Contract Completion and to final payment, shall provide all documents required for approval by the County's Representative.

Payment of the final Application for Payment shall be made within 45 days from the date of approval by the County's Representative.

3.7 The making of final payment by the County shall constitute a waiver of all claims by the County except those arising after Contract Completion and the following:

(a) Defective Work;

(b) Outstanding liens;

(c) Failure of the Contractor to comply with any Warranties or Guarantees required by the Contract Documents.

The acceptance of final payment by the Contractor shall constitute a waiver of all claims against the County except those that the Contractor has previously made in writing in accordance with Article IX and which remain unresolved at the time of final payment. This provision is intended to be, and shall be construed as, consistent with, and not in conflict with, Section 4113.62, ORC, to the fullest extent permitted.

ARTICLE IV
SCHEDULE

Time is of the essence to this contract. The rate of progress shall be such as to complete the Work within the time limit specified herein.

In the event that the Work is not completed within the time limit aforesaid, the Contractor shall reimburse the County an amount equal to the County's costs for and expenses of Project inspections, supervision and similar engineering services provided by or for the County after the expiration of the aforesaid time limit, and until completion and acceptance of the Work.

In addition, in the event that the Work is not substantially completed within the time limit aforesaid, with said incompletion prohibiting beneficial use and occupancy of the Project, in compensation for the public's loss of use of the Project, the Contractor shall forfeit Liquidated Damages.

Such amounts shall be deducted by the Engineer from the partial or final estimates to be allowed the Contractor.

The Board of County Commissioners may for good cause shown, extend the time of completion. Any such extension of time shall not be deemed a waiver by the County of any other rights

provided for under this contract, and shall not operate to release any Surety from any of bond obligations.

ARTICLE V
CHANGES

The County, without invalidating the Agreement, may order changes in the Work consisting of additions, deletions or other revisions, including without limitation revisions resulting from an extension granted in accordance with Article IV. To the extent the time for the Completion Date or the Contract Price is affected, the Contract may be equitably adjusted by Change Order in accordance with this Article.

The Contractor shall proportionately increase the amount of the Bond whenever the Contract Price is increased.

If notice of any change affecting the Contract is required by the provision of any Bond, the giving of any such notice shall be the Contractor's responsibility, and the amount of each applicable Bond shall be adjusted accordingly.

The Contractor shall not proceed with any change in the Work without the required written authorization. If the Contractor believes that any item is not Work required by the Contract Documents, the Contractor shall obtain a Change Order before proceeding with such item. Except as provided in Article IX, failure to obtain such a Change Order shall constitute a waiver by the Contractor of any Claim for additional compensation for such item.

ARTICLE VI
WARRANTIES

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

- The County will have good title to the Work and all materials and equipment incorporated into the work will be new;

- The Work and all materials and equipment incorporated into the Work will be free from all defects, including any defects in workmanship or materials;

- The Work and all equipment incorporated into the Work will be fit for the purpose for which intended;

• The Work and all materials and equipment incorporated into the Work will be merchantable; and,

• The Work and all materials and equipment incorporated into the Work will conform in all respects to the Plans and Specifications.

Upon notice of the breach of any of the warranties or guarantees under the Contract Documents, the Contractor, in addition to any other requirements in the Contract Documents, shall commence to correct such breach and all damage resulting therefrom within forty-eight (48) hours after written notice thereof, thereafter shall use its best efforts to correct such breach and damage to the satisfaction of the County and, except when an extension of time is granted in writing by the County, correct such breach and damage to the satisfaction of the County within thirty (30) days of such notice; provided that if such notice is given after final payment hereunder, such 48-hour period shall be extended to seven (7) days. If the Contractor fails to commence to correct such breach and damage, or to correct such breach and damage as provided above, the County, upon written notice to the Contractor and without prejudice to any of its other rights or remedies, may correct the deficiencies. The Contractor upon written notice from the County shall pay the County, within ten (10) days after the date of such notice, all of the County's costs and expenses incurred in connection with or related to such correction and/or breach, including without limitation the County's administrative, legal, and consulting expenses. The foregoing warranties and obligations of the Contractor shall survive the final payment and/or termination of this Agreement. If the Contractor fails to pay the County any amounts due under this Section, the Contractor shall pay the County, in addition to the amounts due, a late payment fee of one and one-half percent (1.5%) per month for each month or part thereof that the payments are not paid when due.

ARTICLE VII
INSURANCE AND INDEMNIFICATION

7.1 The Contractor shall maintain insurance as set forth in Exhibit B.

7.2 To the maximum extent permitted by law, the Contractor shall indemnify and hold harmless the County and the County's consultants, agents, and employees from and against all claims, damages, losses, and expenses—whether proven or not—including but not limited to attorneys' and consultants' fees—whether made by County or a third-party—arising out of or related to the Contractor's performance of the Work including but not limited to the failure of the Contractor to perform its obligations under the Contract Documents, any claims for bodily injury, sickness, disease, or death or to injury to or destruction of or loss of use of real or personal property including the Work itself, claims for additional storage and handling charges, liens against funds, claims related to the alleged failure of the Contractor to perform in accordance with the Contract Documents, and/or claims related to the removal, handling, or use of any hazardous materials. The County may set off amounts equal to any sums for which it is

entitled to be indemnified from the amounts otherwise due the Contractor under the Contract Documents.

7.3 The County's total liability under this Agreement shall be limited to the amount set forth in the Auditor's certificate accompanying this Agreement. Under no circumstances shall the elected officials, officers, employees, council members, or agents of the County be personally liable for any obligations or claims arising out of or related to this Agreement. No Change Order to the Contract shall be effective against the County without a new Auditor's certificate.

ARTICLE VIII
SUSPENSION AND TERMINATION

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

An adjustment shall be made for increases in the cost of performance of the Work, including profit and overhead on the increased cost of performance, caused by the suspension, delay or interruption, provided that the total cost of profit and overhead shall not exceed 2% of the amount of the increased cost not attributable to profit or overhead. No adjustment shall be made to the extent that: performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or an equitable adjustment is made or denied under another provision of this Agreement.

8.2 The County may, in its discretion and without cause, by written notice to the Contractor terminate this Agreement for the County's convenience.

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

If this Agreement is terminated without cause and for the County's convenience and there exists no event of the Contractor's default, as defined in this Agreement, the County will pay the Contractor (i) for Work performed under this Agreement up to the date the notice of termination is received by the Contractor at the rates for Work performed under this Agreement, including overhead and profit of 2% on the Work performed up to the date of termination.

If this Agreement is terminated without cause for the County's convenience and there exists an event of the Contractor's default, as defined in this Agreement, the Contractor shall be entitled to receive only such sums as it would be entitled to receive following the occurrence of an event of

default under this Agreement. The termination of this Agreement shall be without prejudice to any rights or remedies that exist at the time of termination.

8.3 If the County determines that the Contractor has failed to prosecute the Work with the necessary force or in a timely manner, or has refused to remedy any Defective Work, the County's Representative shall notify the Contractor and the Contractor's Surety of such failure or refusal. The Contractor shall begin to cure such failure or refusal within 5 days of receipt of the notice.

If the Contractor fails to cure such failure or refusal within 20 days of receipt of the notice, the County may terminate the Contract and employ upon the Work the additional force, or supply the materials or such part of either as is appropriate, and may remove Defective Work.

If the Contractor is so terminated, the Contractor's Surety shall have the option to perform the Contract. If the Contractor's Surety does not commence performance of the Contract within 10 days of the date on which the Contract was terminated, the County may complete the Work by such means as the County's Representative deems appropriate. The County may take possession of and use all materials, facilities and equipment at the Project site or stored off site for which the County has paid.

If the Contractor is so terminated, the Contractor shall not be entitled to any further payment. If the County completes the Work and if the cost of completing the Work exceeds the balance of the Contract Price, including compensation for all direct and consequential damages incurred by the County, or the County as a result of the termination, such excess shall be paid by the Contractor or the Contractor's Surety.

If the Contractor's Surety performs the Work, the provisions of the Contract Documents shall govern such Surety's performance, with the Surety being substituted for the Contractor in all such provisions including, without limitation, provisions for payment for the Work and provisions about the right of the County to complete the Work.

Upon a final determination, by a court of competent jurisdiction, that the termination pursuant to this Section was improper, the termination shall be deemed a termination for convenience to Section 8.2.

ARTICLE IX
DISPUTE RESOLUTION

9.1 If any dispute or difference of any kind (a "Dispute") arises between the Parties in connection with, or arising out of, this Agreement, the Contractor and County within 30 days shall attempt to settle such Dispute in the first instance through discussions. The designated representatives of Contractor and County shall promptly confer and exert their best efforts in good faith to reach a reasonable and equitable resolution of such Dispute. If the representatives

are unable to resolve the Dispute within fifteen (15) Business Days, the Dispute shall be referred within two (2) Business Days of the lapse of the fifteen (15) Business Day period to the responsible senior management of each party for resolution. Neither party shall seek any other means of resolving any Dispute arising in connection with this Agreement until the responsible senior management of Parties have had at least an additional fifteen (15) Business Days to resolve the Dispute following referral of the Dispute to them.

9.2 The Courts of Ashtabula County shall retain exclusive jurisdiction to resolve any disputes between the parties to the extent in which the parties cannot resolve their disputes within a reasonable amount of time. This agreement does not prohibit the parties from seeking mediation before litigation.

9.3 During the pendency of any mediation or litigation the Parties shall continue to perform their obligations under this Agreement subject to Court Order.

ARTICLE X
MISCELLANEOUS

10.1 No modification or waiver of any of the terms of this Agreement or of any other Contract Documents shall be effective against a party unless set forth in writing and signed by or on behalf of a party, which in the case of the County shall require the signature of the County's Representative acting under the authority of a specific resolution of the County. Under no circumstances shall forbearance, including the failure or repeated failure to insist upon compliance with the terms of the Contract Documents, constitute the waiver or modification of any such terms. The parties acknowledge that no person has authority to modify this Agreement or the other Contract Documents or to waive any of its or their terms, except as expressly provided in this Paragraph.

10.2 The Contractor may not assign this Agreement without the written consent of the County, which the County may withhold in its sole discretion.

10.3 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the County or the Contractor.

10.4 All questions regarding the validity, intention, or meaning of this Agreement or any modifications of it relating to the rights and obligations of the parties shall be construed and resolved under the laws of the State of Ohio. Any suit, which may be brought to enforce any provision of this Agreement or any remedy with respect hereto, shall be brought in the Common Pleas Court of Ashtabula County, Ohio, and each party hereby expressly consents to the jurisdiction of such court.

10.5 Regardless of any provision to the contrary, the statute of limitations with respect to any defective or non-conforming Work that is not discovered by the County shall not commence until the discovery of such defective or non-conforming Work by the County.

10.6 Notices, requests, or demands by either party shall be in writing, unless otherwise expressly authorized, and shall be personally served, forwarded by expedited messenger service, sent by facsimile transmission, or be given by registered or certified mail, return receipt requested, postage prepaid, and, in the case of the County, addressed to the address/FAX number set forth at the beginning of this Agreement with a copy sent to Ashtabula County Prosecutor's Office, 25 West Jefferson St., Jefferson, OH 44047 and, in the case of the Contractor, addressed to its address/FAX number set forth at the beginning of this Agreement. Any party may change its address/FAX number by giving notice hereunder. All notices, requests, and demands shall be deemed received upon receipt in the case of personal delivery or delivery by expedited messenger service, including leaving the notice at the address provided herein during normal business hours; upon the expiration of forty-eight (48) hours from the time of deposit in the United States mail; or, in the case of a notice given by facsimile transmission, upon the expiration of twenty-four (24) hours after the transmission is sent.

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

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

10.9 The Contractor, at its expense, shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to the Work. Including, but not limited to, Ohio's Prevailing Wage law if applicable.

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

10.11 Contractor agrees that, in the hiring of employees for the performance of work under the Contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates. Contractor further agrees that neither it, its subcontractors, or any person on the Contractor's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color. That there shall be deducted from the amount payable to the Contractor by the County under this Agreement a forfeiture of twenty-five dollars ($25.00) as required by O.R.C. Section 153.60 for each person who is discriminated against or intimidated in violation of this Agreement. That this Agreement may be canceled or terminated by the County and all money to become due hereunder may be forfeited for a second or subsequent violation of the terms of this section of this Agreement.

10.12 During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other

employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(d) The contractor 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' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the contractor's noncompliance with the nondiscrimination clauses 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 contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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 contractor may request the United States to enter into such litigation to protect the interests of the United States.

10.13 This Agreement and the other Contract Documents constitute the entire agreement among the parties with respect to their subject matter and will supersede all prior and contemporaneous, oral or written, agreements, negotiations, communications, representations, and understandings with respect to such subject matter, and no person is justified in relying on such agreements, negotiations, communications, representations, or understandings.

[SIGNATURES ON NEXT PAGE]

Signature Page

The signatories hereto represent that they are authorized to enter into this Agreement on behalf of the party for whom they sign.

Pollard Land Services, Inc.:

By: _____ Date: 07/09/2024

Its: Kenneth A. Pollard, President

Ashtabula County Board of County Commissioners:

By: _____ Date: 7/18/2024

Its: Kathryn L. Whittington, President

Approved as to Legal Form:

_____ Date: 7/18/24

Its: Colleen M. O'Toole,
Ashtabula County Prosecutor

EXHIBIT A
CONTRACT DOCUMENTS

The Contract Documents shall consist of the following:

1. Advertisement for Bids/Public Notice to Bidders
2. Instruction to Bidders
3. Bid Forms and Proposal
4. Contract Forms and Exhibits
5. Contract Bond – ORC 153.571 or ORC 153.57
6. Contract Provisions
7. General Conditions
8. Supplementary Conditions as revised by the Ashtabula County Prosecutor's Office
9. Specifications
10. Specific Project Requirements
11. Prevailing Wage Rate Schedule
12. Contract Drawings

EXHIBIT B
INSURANCE REQUIREMENTS

- **General Liability Coverage.** Contractor shall maintain commercial general liability insurance with a limit of not less than $2,000,000 each occurrence.

  The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement.

- **Automobile Liability Coverage.** Contractor shall maintain automobile liability insurance with a limit of not less than $2,000,000 each accident. Such insurance shall include coverage for owned, hired and non-owned automobiles.

- **Workers' Compensation.** Contractor shall maintain workers' compensation coverage as required by Ohio law.

- **Proof of Insurance.** Prior to the commencement of any work under this Agreement, Contractor shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without 30 days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

FISCAL OFFICER'S CERTIFICATE

Conforming with O.R.C. § 5705.41

The undersigned Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of Ashtabula County during the year 2024 under the Agreement has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of:

in the amount not to exceed Three Hundred Eight-Five Thousand Eight Hundred Seventeen and 00/100 ($385,817.00) Dollars and free from any previous encumbrances.

Agreement Title: **Construction Contract B - Bishop Road Waterline Phase 1**
By and Between the Ashtabula County Board of Commissioners, by and through the Department of Environmental Services, and Pollard Land Services, Inc. for the purposes of providing construction services pertinent to the Bishop Road Waterline Phase 1 project in the Ashtabula County General Sewer District.

SIGNED

David Thomas
Ashtabula County Auditor

7/19/24
Date

CHANGE ORDER NO.: 1 DATE 7/9/2024

PROJECT NAME Bishop Road Waterline Phase 1 - Contract B

OWNER Ashtabula County Board of Commissioners

CONTRACTOR Pollard Land Services, Inc

PROJECT NO 231064

DESCRIPTION *Non-compensatory change to contract documents
Replace Contract pages CF.2 & CF.3 with the attached Agreement, pages 1 to 12
Replace Supplementary Conditions SC 1 to Sc.8 with the attached SC.1 to SC.6 *

CONTRACT PRICE:

ORIGINAL CONTRACT PRICE	$385,817.00
NET PRIOR CHANGE ORDERS	$0.00
CURRENT CONTRACT PRICE	$385,817.00
NET AMOUNT THIS CHANGE ORDER	
REVISED CONTRACT PRICE	$385,817.00

CONTRACT TIME:

CONTRACT DATE	
ORIGINAL COMPLETION DATE	5/16/2025
CURRENT COMPLETION DATE	5/16/2025
AMOUNT OF TIME EXTENSION	0
REVISED COMPLETION DATE	5/16/2025

ACCEPTED BY:	APPROVALS
07/09/2024	
Kenneth A. Pollard DATE Pollard Land Services, Inc	Kathryn L. Watlington DATE President
APPROVAL RECOMMENDED BY	
7/9/2024	
Georgia Conway, P.E. DATE CT Consultants, Inc	
DATE	

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SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 ed.) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented herein or in the Specific Project Requirements remain in full force and effect.

The terms used in these Supplementary Conditions which are defined in the General Conditions have the meaning assigned to them in the General Conditions.

Article 10 of the General Conditions is deleted in its entirety. Any and all references to any paragraph of Article 10 of the General Conditions shall be replaced with references to Article V of the Agreement.

Article 12 of the General Conditions is deleted in its entirety. Any and all references to any paragraph of Article 12 of the General Conditions shall be replaced with references to Article V of the Agreement.

Article 14 of the General Conditions is deleted in its entirety. Any and all references to any paragraph of Article 14 of the General Conditions shall be replaced with references to Article III of the Agreement.

Article 15 of the General Conditions is deleted in its entirety. Any and all references to any paragraph of Article 15 of the General Conditions shall be replaced with references to Article VIII of the Agreement.

Article 16 of the General Conditions is deleted in its entirety. Any and all references to any paragraph of Article 16 of the General Conditions shall be replaced with references to Article IX of the Agreement.

Additionally, the following specific provisions of the General Conditions are amended as set forth below:

SC-2.02 Delete paragraph 2.02(A) in its entirety and insert the following in its place:

Owner shall furnish one (1) printed/hard copy of the drawings and Project Manual which shall be an executed contract set and one set in electronic format (.pdf), if requested.

SC-2.03(A) In the last sentence of 2.03A, change "sixtieth day" to "one hundred eightieth day."

SC-2.03 (B) By submission of a bid, the bidder hereby grants consent that the award and execution period shall be extended from sixty days to one hundred fifty days after the date on which the bids are opened.

SC-4.02(A) Change "Supplementary Conditions" to read "Specific Project Requirements."

SC-4.06(G) Delete paragraph 4.06(G) in its entirety.

SC-5.03(A)(1) The required Certificate of Insurance shall be in a form satisfactory to the Owner (most current version of ACORD 25 or approved equal). If the Contractor fails to procure and maintain any specified and/or required insurance, the Owner shall have the right to procure and maintain the said insurance for and in the name of the Contractor and the Contractor shall pay the cost thereof and shall furnish all necessary information to make effective and maintain such insurance.

SC-5.04(B)(1) Change "Supplementary Conditions" to read "Specific Project Requirements."

SC-5.04(B)(2) The limits of liability for the insurance required by paragraph 5.04(A) of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

All of the limits below may be satisfied with an Umbrella/Excess Liability as needed to increase the Primary Policy to required limits.

5.04(A)(1) and (2) Workers' Compensation, etc., under paragraphs 5.04(A)(1) and 5.04(A)(2) of the General Conditions:

(a)	State	Statutory
(b)	Applicable Federal (e.g., Longshoreman's):	Statutory
(c)	Employer's Liability:	$1,000,000

5.04(A)(3), (4) and (5). Contractor's Liability Insurance under paragraphs 5.04(A)(3) through 5.04(A)(5) of the General Conditions which shall also include completed operations and product liability coverage.

(a) Bodily Injury and Property Damage, Combined Single Limit (CSL) (Except Products and Completed Operations) Property Damage liability insurance will provide Explosion, Collapse, and Underground coverage where applicable.

Each Occurrence	$2,000,000
General Aggregate	$4,000,000

(b) Products and Completed Operations Aggregate $1,000,000

Products and Completed Operations to be maintained for two (2)

years after final payment and Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period.

(c) Personal and Advertising Injury (Per Person/Organization and per occurrence). $1,000,000

(d) Fire Damage $100,000

(e) If the General Liability Policy includes a General Aggregate, such policy shall be endorsed to have the General Aggregate Per Project Aggregate Limit.

5.04(A)(6) Automobile Liability - (Owned, Non-Owned, Hired)
Contractor may provide split limits or combined single limit.

(a) Split Limits:

Bodily Injury,	Each Person:	$2,000,000
	Each Occurrence	$2,000,000
Property Damage,	Each Occurrence	$1,000,000

or

(b) Combined Single Limit

Bodily Injury and Property Damage,		
	Each Occurrence	$2,000,000

SC-5.04(B)(3) Add the following to the end of the paragraph: “to the extent available in the insurance industry with industry standard exclusions and as allowed under the laws and regulations in the State of Ohio;”

SC-5.04(B)(4) Add the following:

Written notice of cancellation for non-payment of premium shall be at least 10 days.

Add the following section:

SC-5.04(C) Unless otherwise stated in Specific Project Requirements, the Contractor shall purchase and provide an "Owner's and Contractor's Protective Policy" with an immediate Effective Date and the Owner listed as the insured (No additional insureds) for the following limits:

Each Occurrence	$1,000,000
General Aggregate	$2,000,000

Add the following section:

SC-5.04(D) Unless otherwise stated in Specific Project Requirements the Contractor shall purchase and maintain during the Contract Time "All Risk Builders' Risk Insurance," and/or "Installation Floater Insurance," and/or "Boiler and Machinery Insurance," and any and all insurance requirements of section GC-5.06 of the General Conditions as applicable for the type of work to be performed upon the Project to the full insurable value thereof for the benefit of the Owner, the Contractor, Subcontractors and Suppliers as their interest may appear. This insurance shall cover the work until final acceptance and final payment by the Owner. This provision shall in no way release the Contractor or Contractor's Surety from obligations under the Contract Documents to fully complete the Project. The original policy(s) shall be filed with the Owner or his designated representative.

SC-5.05 *Owner's Liability Insurance*

See SC-5.04(C) above.

SC-5.06 *Property Insurance*

Unless otherwise stated in Specific Project Requirements, the Contractor, not the Owner, shall purchase and maintain during the Contract Time all property insurance required in section GC-5.06 of the General Conditions and as outlined in SC-5.04(D) above.

Add the following section:

SC-6.02(C) The Contractor shall be responsible for the Owner and/or Engineer's additional inspection and administrative costs for work performed beyond regular working hours as defined in this Section.

SC-6.07(B) Delete paragraph 6.07(B) in its entirety.

SC-6.09 (D) Add the following:
D. The contractor agrees to the requirements of RC 153.59, RC 153.591, and RC 153.60.

Add the following section:

SC-6.10(B) Add the following:

Should the Owner be exempt from Ohio State Sales and Use Taxes on materials and equipment to be incorporated in the Project, the Contractor may obtain a waiver and said taxes shall not be included in the Contract Price.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the work
2. Owner's exemption to Contractor does not apply to construction tools, machinery, equipment, or other property by or leased by Contractor, or to supplies or materials not incorporated into the work.

The Contractor shall withhold and/or pay all consumer, use, property, employment, income and other taxes in accordance with the laws and regulations of the United States, State of Ohio, Owner and other applicable agencies which are applicable during the performance of the work.

SC-6.17 *Shop Drawings and Samples*

Add the following new paragraphs immediately after paragraph 6.17(E):

F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three (3) submittals. Engineer will record Engineer's time for reviewing subsequent materials of shop drawings, samples, or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.

G. In the event that Contractor requests a substitution for a previously approved item, Contractor shall reimburse Owner for Engineer's charges for such time unless the need for such substitution is beyond the control of the Contractor.

SC-7.02 Delete Section 7.02 of the General Conditions in its entirety and insert the following:

SC-7.02(A) The General Construction Contractor shall be referred to and defined as the Construction Coordinator.

SC-7.02(B) Duties of the Construction Coordinator include the following:

1. Scheduling and coordinating the work of the Prime Contractors including submission and periodic updating of project schedule.

2. Establishing and administrating the site safety program and procedures for the project.

3. See that permits are applied for and obtained on a timely basis. Advise the Engineer of any problems related to permit approval.

4. Monitoring compliance with Laws and Regulations.

5. Maintain project site for dust, sedimentation, debris, waste, and general site cleanliness.

6. Coordinate location and use of temporary construction facilities including but not limited to sanitary, water, power, telephone, and parking.

7. Coordinate Owner interface for utility tie-ins/shut downs.

8. Monitor shop drawing submittal and coordination of submittal information between Prime Contractors.

S.C.-9.08 Delete Section 9.08 in its entirety.

SC-10.01 (A) Add the following:
The Owner may request from the Contractor and the Contractor shall provide within ten days of the request, a quote for all ordered changes in the work or work the Owner may be considering to be ordered. The quote shall be a line item, detailed, itemized breakdown of the work.

SC-11.01(A) For purposes of "Cost of the Work" delete Section 11.01(A), (B), and (C) of the General Conditions in their entirety and insert ODOT 109.05, in its place.

SC-13.07(A) In the First sentence of Section 13.07(A) remove "Substantial Completion" and insert "Final Acceptance of the entire project and final payment by the Owner."

SC-13.07(C) Remove 13.07(C) and replace with the following:

All materials and equipment shall be warranted by the respective material supplier or equipment manufacturer until the end of the Contractor's "correction period" (or longer if specified elsewhere in the contract) regardless of date of initial installation or operation of the material or equipment. The cost of such extended warranties as needed from material suppliers or equipment manufacturers to provide warranty coverage until the end of the "correction period" or other period as specified in the contract shall be the responsibility of the prime contractor and shall be assumed to have been included in his bid.

SC-17.01 Delete Section 17.01 in its entirety.

THE CONTRACTOR SHALL FURNISH THE FOLLOWING ITEMS WITHIN 10 DAYS OF NOTIFICATION OF AWARD:

A) CERTIFICATE OF INSURANCE FOR CONTRACTOR'S PUBLIC LIABILITY INSURANCE POLICY

B) CERTIFICATE OF INSURANCE FOR OWNER'S AND CONTRACTOR'S PROTECTIVE POLICY

C) CERTIFICATE OF WORKER'S COMPENSATION

D) CONTRACT BOND THAT COMPLIES WITH ORC 153.54 AND 153.57

* D above is not required if a bond complying with ORC 153.54 and 153.571 (rollover bond) was submitted at time of bid.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Seubert & Associates, Inc. 225 North Shore Drive Suite 300 Pittsburgh PA 15212	PHONE (A/C, No, Ext): (412) 734-4900	FAX (A/C, No): (412) 734-5725
	E-MAIL ADDRESS: certs@seubert.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Firemen's Insurance Co of Wash DC	21784
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Pollard Land Services, Inc.
8150 Franklin Road
Girard PA 16417

COVERAGES **CERTIFICATE NUMBER:** 2024/2025 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:	Y	Y	CPA42459452	03/31/2024	03/31/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	CAA36503747	03/31/2024	03/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 0	Y	Y	CPA42459452	03/31/2024	03/31/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Installation Floater Leased/Rented Equipment			CPA42459452	03/31/2024	03/31/2025	Limit: $1,000,000 Limit: $200,000 Per Occ Ded: $1,000	Ded: $1,000 $200,000 Per Item

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Aggregate Limit applies on a Per Project Basis subject to a $10,000,000 Maximum Limit Per Policy Term

RE: South River Road Waterline Extension Phase 1 & Bishop Road Waterline Phase 1

Ashtabula County Board of Commissioners, CT Consultants, Inc. and any others required by contract are additional insureds with respects to the work performed by the named insured on the General Liability, Auto Liability and Umbrella Liability policies. With respects to the General Liability, coverage for ongoing & completed operations applies, per written contract or agreement. A waiver of subrogation applies in favor of the additional insureds on the

CERTIFICATE HOLDER

Ashtabula County Board of Commissioners
25 W. Jefferson Street
Jefferson OH 44047

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kristie Fulich

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AGENCY CUSTOMER ID: 00003760

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Seubert & Associates, Inc.	Pollard Land Services, Inc.
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

General Liability, Auto Liability and Umbrella Liability policies, per written contract or agreement. 30 Days notice of cancellation applies, except in the event of non-payment of premium.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Seubert & Associates, Inc. 225 North Shore Drive Suite 300 Pittsburgh PA 15212	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (412) 734-4900 **FAX (A/C, No):** (412) 734-5725 **E-MAIL ADDRESS:** certs@seubert.com
INSURED Ashtabula County Board of Commissioners c/o Pollard Land Services, Inc. 8150 Franklin Road Girard PA 16417	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Mid-Continent Casualty Company 23418 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2024 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Owners/Contractors Protective Liability			04OCP002007619	07/10/2024	11/27/2024	Each Occurrence General Aggregate	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kristie Julich

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Bureau of Workers' Compensation

30 W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
80164893

POLLARD LAND SERVICES, INC.
8150 Franklin Rd
Girard PA 16417-8032

Period Specified Below
07/01/2024 to 07/01/2025

www.bwc.ohio.gov
Issued by: BWC

Administrator/CEO

You can reproduce this certificate as needed.

OhioBWC - Employer - Service: (State construction contractor look-up) - Results

Policy number: 80164893-0
Company name: POLLARD LAND SERVICES, INC.
Construction contractor status: PENDING
Construction contractor status date: 4/3/2024

search again

Note: BWC has designed this database for those responsible for ensuring that a construction contractor or subcontractor has a drug-free program that complies with HB 80 for any State of Ohio public improvement project. A contractor, subcontractor or lower-tier subcontractor in an APPROVED status has agreed to implement or has implemented a BWC-approved drug-free program (Drug-Free Safety or comparable program) which makes the company compliant with the mandate of the Ohio legislature through HB 80. While state contracting authorities are expected to review this database for the most current information, you may print this as verification of your current status.

CDL EMPLOYEE DRUG AND ALCOHOL TESTING PERSONNEL POLICY OF

POLLARD LAND SERVICES, INC.

This Policy is established by POLLARD LAND SERVICES, INC. adopted and effective December 1, 2015 and shall continue in effect until amended or terminated by the employer.

I. PURPOSE

A. To comply with the state and federal laws and regulations concerning commercial drivers licensed (CDL) employees insofar as they apply to this employer.

B. To conform the employment policies of this employer with the requirements of said laws and regulations.

II. APPLICATION

This Policy shall apply only to the category of employees and applicants for employment who are required to have a CDL license to operate employer-owned, leased or borrowed vehicles or equipment requiring CDL licensure.

III. FEDERAL REGULATIONS

The regulations of the U.S. Federal Motor Carrier Safety Administration (FMCSA) and the Pennsylvania Department of Transportation are hereby adopted by reference insofar as they apply to this employer and this Policy.

IV. POLICY ESTABLISHED

Employees covered by this policy are prohibited from engaging in the following conduct:

1. Reporting for or remaining on duty to perform safety-sensitive functions while having a breath alcohol level of 0.04 or greater;
2. Using alcohol while performing safety-sensitive functions;
3. Performing safety-sensitive functions within four hours after using alcohol;
4. Using alcohol any time during the eight hours after an accident until a post-accident test is performed;
5. Refusing to submit to an alcohol or drug test when required to do so;
6. Reporting for or remaining on duty requiring the performance of safety-sensitive functions when the driver uses any drug or substance identified in in federal regulations at 21 CFR 1308.11 Schedule I; and,
7. No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any non-Schedule I drug or substance that is identified in the other Schedules in 21 CFR part 1308 except when the use is pursuant to the instructions of a licensed medical practitioner, as defined in §382.107, who is familiar with the driver's medical history and has

advised the driver that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle.

Safety-sensitive functions are any of the broad activities related to operating, loading, servicing, or maintaining commercial motor vehicles.

Violation of these rules will subject the employee to discipline and/or dismissal pursuant to the provisions of Section VII of this policy, subject to any applicable provisions and procedures of the collective bargaining agreement in effect, if any.

Performing a safety-sensitive function means a driver is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

Safety-sensitive function, as specifically defined by 49 CFR Part 382.107, means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include:

A. All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer;
B. All time inspecting equipment as required by 49 CFR 392.7 and 49 CFR 392.8 or otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time;
C. All time spent at the driving controls of a commercial motor vehicle in operation;
D. All time, other than driving time, in or upon any commercial motor vehicle except time spent resting in a sleeper berth (a berth conforming to the requirements of 49 CFR 393.76);
E. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and,
F. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

Prescription drugs must be kept in their original container identifying the drug, dosage, date of prescription, and prescribing physician. Employees are required to notify their supervisor if they are taking a prescription drug and shall file with the employer a statement on a form provided by the employer from the doctor who issued such prescription stating whether use of the prescription drug will or will not impair the employee's ability to operate a CDL vehicle or equipment. The term "illegal drugs" shall include drugs for which the employee does not have a valid prescription, and cocaine, phencyclidine (PCP), marijuana, opiates (including heroin), amphetamines, and such other illegal drugs (such as Ecstasy and methamphetamines) as may be identified in the federal regulations from time to time.

No driver shall refuse to submit to a pre-employment controlled substance test required under 49 CFR 382.301, a post-accident alcohol or controlled substance test required under 49 CFR 382.303, a random alcohol or controlled substances test required under 49 CFR 382.305, a reasonable suspicion alcohol or controlled substance test required under 49 CFR 382.307, a return-to-duty alcohol or

controlled substances test required under 49 CFR 382.309, or a follow-up alcohol or controlled substance test required under 49 CFR 382.311. No employer shall permit a driver who refuses to submit to such tests to perform or continue to perform safety-sensitive functions.

V. TESTS ESTABLISHED

The following drug and alcohol test procedures shall be applicable to all employees and applicants for employment to whom this Policy applies. Modern and confidential testing procedures shall be used which will protect the rights of the driver and the integrity of the testing process, safeguard the validity of the test results, and ensure that results are attributed to the correct driver.

1) **Pre-Employment**: All applicants for employment shall be tested for drugs prior to acceptance for employment by this employer. Any applicant testing positive shall not be considered for employment. The employer will reimburse the applicant for the cost of this test if the test is negative and if employment is offered to the applicant. Otherwise, it will be the responsibility of the applicant to pay applicable testing costs.

2) **Random**: The employer will implement a random testing procedure through the PSATS CDL Program meeting the requirements of the federal regulations. The procedure shall include employer-paid tests of affected employees on a random basis and shall be conducted without any advance notice. The federal regulations currently mandate that the number of covered employees selected shall be at least 25% of the employees for drug testing and 10% of the employees for alcohol testing annually; provided, however, that the requirements of this Policy shall be satisfied if the above percentages are selected from a pool of employees which includes the employer's employees.

3) **Probable Cause**: Any employee giving probable cause to believe that he or she is in violation of the Policy established in Section IV above shall be subjected to employer-paid testing immediately upon confirmation of such probable cause by any of the employer's personnel who have successfully completed the federally-required probable cause training. Probable cause shall be limited to behavior or conduct observed at the workplace or in route to a workplace during working hours. Observation and confirmation shall be done by personnel who have received the required training as mandated by federal regulations at 49 CFR 382.603. Trained personnel making probable cause observations shall make and file with the employer a written report on a form provided by the employer of the attendant circumstances. Such reports shall be kept confidential and a copy permanently retained in the employee's driver qualification file.

4) **Post-accident**: Any employee involved in an accident as defined herein shall be tested at the employer's expense for drugs as soon after an accident occurs as is possible, but not later than thirty-two (32) hours, and for alcohol as soon after an accident as possible, but not later than eight (8) hours. Municipal employers wanting to implement a post-accident testing policy that is broader than that testing required by CDL employees can only do so through a non-CDL employee testing policy. As for the post-accident testing required of CDL employees, the following applies:
    i) Testing should not take precedence over needed medical treatment or other needed emergency measures;
    ii) If for any reason the tests cannot be obtained within the times provided, the tests shall not be administered. However, refusal to submit to a test or interfering with the successful completion of such a test shall be deemed a positive test result in accordance with Section VI below;

iii) No employee shall consume alcohol or illegal drugs between the time of the accident and the test administration;

i. ALCOHOL TEST- As soon as practicable following an accident involving a commercial motor vehicle operating on a public road in commerce, each employer shall perform an alcohol test on its surviving drivers:
    1. Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or
    2. Who receives a citation within 8 hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved:
        a. Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
        b. One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

ii. DRUG TEST- As soon as practicable following an accident involving a commercial motor vehicle operating on a public road in commerce, each employer shall perform a drug test on its surviving drivers:
    1. Who was performing safety-sensitive functions with respect to the vehicle, if the accident involved the loss of human life; or
    2. Who receives a citation within 32 hours of the occurrence under State or local law for a moving traffic violation arising from the accident, if the accident involved:
        a. Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
        c. One or more motor vehicles incurring disabling damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle.

VI. TEST STANDARDS

Any refusal or failure by the CDL Employee or Applicant to submit to any test required by this Policy or the applicable law and regulations, shall be deemed to be a positive result. Applicants will not be hired and employees will be subject to the disciplinary provisions of this policy as a result of a positive test. Refusal to submit to a test under this Policy shall include any act or omission which prevents, thwarts, or frustrates the objectives of this Policy, including without limitation the following: (1) refusal to submit in a timely fashion to testing; (2) refusal or failure by the employee or applicant to complete, sign, or initial the required testing forms; (3) refusal or failure without good cause to provide any sample or provide an adequate sample for testing; and/or (4) failure or refusal to otherwise cooperate with the testing process in a way that prevents the completion of any required test.

All required tests shall be completed using federal forms that are designed to protect the driver and the integrity of the testing process and safeguard the validity of the test results.

A. Alcohol Testing. Alcohol testing shall be conducted using a federally-approved breathalyzer operated by a trained technician. Any employee receiving an alcohol test result of greater than or equal to 0.02% breath alcohol level, but less than 0.04% breath alcohol level, shall be immediately removed from safety-sensitive duties for 24 hours. Any test result equal to or greater than 0.04% breath alcohol level shall be considered a positive test and cause the employee to be removed from safety-sensitive functions and subject to the disciplinary provisions of Section VII.

B. Drug Testing. Drug testing shall be conducted by urine sample that shall be analyzed at a federally-approved testing facility. Any test result confirming the presence of illegal drugs shall be considered a positive test and cause the employee to be removed from safety-sensitive functions and subject to the disciplinary provisions of Section VII. Any employee testing positive for illegal drugs may request that the split sample of the same specimen be retested, at the employee's expense. Employees must speak with the Medical Review Officer about such request.

C. Test Transportation. By its own authority, this employer will provide or arrange transportation to and/or from the testing site, job site or the employer's facilities, as appropriate, under the following circumstances:

ii. All probable cause tests;

iii. All alcohol tests with results of greater than or equal to 0.02% breath alcohol level; or,

iv. If the employer has reason to believe that the employee has engaged in prohibited conduct regardless of whether the employee would be required to submit to a probable cause test.

VII. POSITIVE TESTS & RETURN-TO-CDL DUTY

The consequence for any employee who has engaged in prohibited conduct is identified below:

OPTION 1 - NO RETURN-TO-DUTY

An employee who tests positive for a drug and/or alcohol test shall immediately be removed from safety-sensitive functions and subject the employee to immediate dismissal. {Note - if this option is used, delete Section VIII and re-number the following sections accordingly.}

OPTION 2 - RETURN-TO-DUTY OFFERED ONCE

An employee who tests positive for a drug and/or alcohol test must immediately be removed from safety-sensitive functions. This employee will be allowed to return-to-duty if this is the employee's first positive test and the employee, prior to returning to CDL duty:

1. *Consults with a drug and alcohol abuse professional at the employee's expense within __ weeks of notification of a positive test; and*
2. *Completes all recommended treatment at the employee's expense; and*
3. *Completes all necessary drug and/or alcohol tests at the employee's expense and obtain negative results.*

Any subsequent positive result to a drug and/or alcohol test by this same employee will subject that employee to immediate dismissal.

OPTION 3 – RETURN-TO-DUTY NO LIMIT

An employee who tests positive for a drug and/or alcohol test must immediately be removed from safety-sensitive functions. This employee will be allowed to return to CDL duty if the employee, prior to returning to CDL duty:

1. *Consults with a drug and alcohol abuse professional at the employee's expense within __ weeks of notification of a positive test; and*
2. *Completes all recommended treatment at the employee's expense; and*
3. *Completes all necessary drug and/or alcohol tests at the employee's expense and obtain negative results.*

VIII. FOLLOW-UP TESTING

If an employee who tests positive for a drug and/or alcohol test is offered the chance to return-to-duty, that employee (1) shall be in a probationary employment period until termination of any required counseling and (2) shall be subject to and pay for any and all required counseling, the return-to-duty test, and unannounced follow-up tests as required by a Substance Abuse Professional following return to CDL duty.

Regarding follow-up testing, the employee shall, at a minimum, be subject to at least six unannounced follow-up tests in the first twelve months after the employee's negative return-to-duty test, and can be kept under required counseling for up to five years. A positive result on any test administered during this probationary period, including any random tests, or failure to abide by any required counseling, automatically subjects the employee to immediate dismissal.

IX. TEST RESULTS

Employees will be notified of their positive test results. Test results shall be retained by the Medical Review Officer responsible for analyzing the employee's test results. Said results shall be held in strictest confidence and shall be accessible only to the employee, the employer, and such other persons authorized by law and shall not be released to any other person except with the written consent of the employee. The results of tests made known to the employer may be released to future employers in accordance with the federal regulations.

X. CONFIDENTIALITY OF DOCUMENTS

All files, documents, and records of the employer related to the application of this Policy to individual employees shall be deemed and kept confidential by the employer.

XI. RECORDKEEPING

Records relating to the administration and results of the employer's drug and alcohol testing program for its CDL drivers will be maintained in the manner provided in regulations.

All drug and alcohol tests will be conducted by licensed facilities and analyzed by a Medical Review Officer (MRO). The PSATS CDL Program's MRO is a licensed doctor of medicine with knowledge of drug and alcohol abuse disorders and is employed by this consortium which the employer has joined to conduct alcohol and drug testing in accordance with the federal regulations. The MRO shall be the sole custodian of any individual's test results.

However, each employer shall retain in each employee's driver qualification file the following information for each drug or alcohol test:

1. From the "test notice form," that the employee was requested to submitted to a drug and/or alcohol test by the employer;
2. From the "test results form," the date of such test; the location of such test; the identity of the person or entity performing the test; and the test result (e.g., "positive" or "negative".)

The employer will also maintain an annual calendar year summary of the records related to the administration and results of the testing program for its drivers subject to the federal regulations, which is annually provided by the PSATS CDL Program upon each employer's membership renewal.

XII. ACCESS TO TEST RESULTS AND FINDINGS

No person may obtain the individual test results retained by the Medical Review Officer, and no Medical Review Officer shall release the individual test results of any employee to any person, without first obtaining written authorization from the tested individual, unless otherwise required by law.

XIII. EMPLOYEE ASSISTANCE PROGRAM

The employer shall establish the following:

A. Employees who test positive for drugs or alcohol shall be personally responsible for obtaining and paying for a Substance Abuse Professional for consultation and treatment. Employees needing a Substance Abuse Professional can contact American Substance Abuse Professionals, Inc. at (888) 792-2727 to arrange for the necessary counseling with an approved Substance Abuse Professional available in the area.
B. Owing to the negative effects of drug use and alcohol misuse on an individual's health, work, and personal life, this employer encourages its employees wanting additional educational and training material on drug and alcohol problems to contact the County Commissioner's office of drug and alcohol abuse regarding any services provided.
C. Further, any covered employee exhibiting an indication of a drug or alcohol problem will be asked to seek counseling as a condition of continued employment. Any covered employee exhibiting an indication of prohibited conduct shall be investigated to determine if a probable cause test is warranted.
D. An annual one-hour training and educational program for covered employees that shall include a review of this personnel policy and other pertinent matters.
E. Training in drug and alcohol detection and related matters for all supervisory personnel of this employer's CDL employees. This training may be satisfied by attendance at a PSATS CDL Program probable cause workshop.

XIV. CDL INFORMATION CONTACT

The following person is designated by this employer for the purpose of providing information to employees concerning the federal laws and regulations governing the testing of CDL employees and for implementing and monitoring the employer's compliance with the federal testing program:

James Wheeler, Manager
PSATS CDL Program
4855 Woodland Drive
Enola, PA, 17025

(E): cdl@psats.org
(P): 717-763-0930, x 128
(I): cdl.psats.org

XV. MISCELLANEOUS

A. This Policy shall be implemented with the constitutional and legal rights of the employees subjected to it.
B. This Policy shall not be deemed to be a covenant of employment or other form of covenant or contract between the employer and any employee.
C. Any collective bargaining agreement entered by the employer subsequent to the adoption of this Policy shall conform to the provisions of this Policy.
D. Any agreement for the sharing, leasing, lending, or other transfer of CDL employees between the employer and any other municipality or private enterprise shall address in writing the status of said employees as to whether they are employees of the receiving entity during the period of the transfer.
E. Any contract for services involving CDL employees shall expressly state whether the contracting party is an independent contractor or employee of the employer. Any contractor must regularly, during the life of any contract, provide to the employer the appropriate documents showing their continued compliance with the federal CDL act and regulations.
F. The definition of terms shall be as contained in the relevant federal and state regulations.
G. A copy of this Policy shall be delivered to every employee and applicant for employment who is subject to it and to all supervisory personnel. All employees shall sign an acknowledgment of receipt of the Policy which shall be permanently retained in the employee's personnel file.
H. A copy of the controlling law and federal regulations shall be maintained in the employer's offices and shall be accessible to employees, upon request.
I. This Policy will be limited by any applicable federal or state law or municipal ordinance, and by any applicable collective bargaining agreements. Any portion of this Policy which directly conflicts with such a law, ordinance, or agreement will not be implemented in that jurisdiction or bargaining unit, but shall be severable and shall not affect the validity and enforcement of the remainder of the Policy.
J. Employees agree to waive any liability against the employer arising out of the employer's administration of this Policy and its administration of the program established pursuant to the federal law or regulations regarding the employer's responsibility for CDL drivers.

###

POLLARD LAND SERVICES, INC.
8150 FRANKLIN ROAD
GIRARD PA 16417

Drug and Alcohol Testing Policy

Established: 04/01/2006
Most recent update : 04/2024

POLLARD LAND SERVICES, INC. is committed to providing a safe work environment and to fostering the health and well-being of its employees. That commitment is jeopardized when any of our employees illegally uses drugs at home or at work, comes to work under their influence, possesses, distributes or sells drugs in the workplace, or abuses alcohol on the job.

As part of our commitment to safeguard the well being of our employees and to provide a safe environment for everyone, POLLARD LAND SERVICES, INC. has established a drug-free workplace policy.

As part of this program POLLARD LAND SERVICES, INC. is participating in the OHIO Bureau of Workers' Compensation's Drug Free Workplace Program.

POLLARD LAND SERVICES, INC. also participates with the PSATS CDL PROGRAM for random drug and alcohol testing. Policy found at the end of this document.

This policy is a sub-set of POLLARD LAND SERVICES, INC.'s SAFETY PROGRAM

POLLARD LAND SERVICES, INC. has their top level management committed to this policy.

MEET THE TEAM

KENNETH A. POLLARD, PRESIDENT
814-397-8929

BRIAN J. POLLARD, VICE PRESIDENT, SUPERINTENDENT
814-397-6046

JEFFREY A. POLLARD, FOREMAN
814-823-7711

KRISTOFFER MINICH, FOREMAN
814-227-6716

ERIK J. POLLARD, ADMINISTRATOR
814-474-1107

DRUG FREE WORKPLACE POLICY

POLLARD LAND SERVICES, INC.'s team has as part of the commitment to this policy :

- Built a team to develop its drug free workplace policy
- Assessed our workplace to determine what kind of program is appropriate for our company
- Developed a drug free workplace policy
- Planned and implemented this policy
- Provided education and training
- Provided superintendent/foreman training
- Continuously evaluated the policy
- Provided support to employees

POLLARD LAND SERVICES, INC. values the health and safety of its employees and knows that the use of alcohol and/or drugs can have a negative impact on the workplace and on job performance. Because of this, POLLARD LAND SERVICES, INC. prohibits the use, sale or possession of alcohol and/or illegal drugs at all times while on Company property or time. Employees are subject to drug and alcohol testing at any time, with or without notice.

In accordance with the Federal Drug Free Workplace Act, individuals convicted of any criminal drug statute, including misdemeanors, for violations occurring on company property or Company time must notify POLLARD LAND SERVICES, INC. within five days of the date of conviction. This includes any findings of guilt, pleas of 'no contest' and impositions of fines, jail sentences or other penalties.

Testing Methods

- *Pre-employment Testing:* Every job applicant will be required to take and pass a drug and/or alcohol test before he or she may officially be hired by POLLARD LAND SERVICES, INC. Each applicant will be notified that a drug and/or alcohol test is required as part of the interview process and that any and all job offers are contingent upon successfully passing a drug and/or alcohol test.
- *Periodic Group Testing:* Employees will periodically be required to submit a specimen for an unannounced drug and/or alcohol test. Employees will be given short notice of the test and will be told when the testing will occur.
- *Random Testing:* Every employee has the chance of being selected to provide a specimen for a drug and/or alcohol test. Such random testing will take place annually. Selection for testing will be done to ensure that the selection of individuals is done at random.
- *Reasonable Suspicion Testing:* If there is suspicion that an employee is under the influence of drugs and/or alcohol while on Company property or time, the employee will be required to take a drug and/or alcohol test. Reasonable suspicion will be based on observable instances or actions such as, but not limited to, the following:
    - Dangerous conduct
    - Unexplained decrease in job performance
    - Hostile interpersonal relations
    - Possession of drug paraphernalia
    - Noticeably reduced short-term memory
    - Physical symptoms (incl. bloodshot eyes, slurred speech and vomiting)
    - Anxiety
    - Inability to concentrate

- *Post-accident Testing:* Every employee who is directly involved in, or whose actions contributed to, an accident on the job must submit to a drug and/or alcohol test as soon as possible after the incident occurs. Accidents include all Occupational Health and Safety Administration (OSHA) recordable incidents, actions or omissions that result in near-miss accidents and accidents involving injury requiring first aid or off-site medical attention. Accidents also include property damage caused by human error.

- *Follow-up Testing:* Employees who have tested positive for a drug and/or alcohol test, and employees who have attended drug and/or alcohol-related counseling may not return to work until they have been evaluated by a medical professional in a substance abuse treatment facility and have successfully passed a drug and/or alcohol test. Employees who return to work will be subject to follow-up tests, all of which will be unannounced.

Each of the following actions constitutes a refusal to submit to testing:

- Failure to provide an adequate urine, blood, breath or saliva specimen for a drug and/or alcohol test without a valid medical explanation

- Failure to be escorted to a testing facility

- Tampering with, altering or diluting a specimen

- Refusing to sign a Chain of Custody form at the testing facility.

Employees do have the option to refuse to submit to drug and/or alcohol tests; however, doing so will constitute a violation of this policy. Refusal to take a drug and/or alcohol test will also be considered a positive test result, which subjects the employee to disciplinary action(s). Job applicants who refuse to submit to drug and/or alcohol testing will be not considered for employment.

Disciplinary Actions

Employees who test positive for drugs and/or alcohol, or who refuse to submit to testing, will be subject to disciplinary action(s), up to and including termination. No employee who tests positive for drugs and/or alcohol will be allowed to return to work until he or she has done the following:

- Signed the Rehabilitation Agreement form

- Successfully completed an assessment and/or treatment for drug and/or alcohol abuse

- Received certification from a qualified medical professional that he or she is free from drug and/or alcohol use

- Taken a drug and/or alcohol test, received negative test results and consented to follow-up testing

Collection of Specimens and Testing

POLLARD LAND SERVICES, INC. subscribes to the collection and testing procedures outlined by the Department of Health and Human Services (HHS). This protocol protects the privacy and confidentiality of the employee. Under certain circumstances, HHS requires that specimen donors provide a fresh specimen in the presence of a witness; however, this only occurs if there is suspicion of any of the following:

- The specimen is not from the donor
- The specimen was altered or tampered with
- The collection is part of a post-treatment monitoring program
- The donor adulterated the previous specimen

All specimens collected for drug and/or alcohol testing will be processed using employees' social security numbers as identification to ensure confidentiality.

Necessary Forms

Specimens will be tracked using a Custody and Control Form from the point of submission through destruction. Employees submitting specimens will be required to sign Chain of Custody Forms. If an employee does not sign these forms, retests will be requested. An employee who refuses to sign after it is requested of him or her will be considered having refused testing and will be subject to disciplinary action.

Laboratory Testing

All drug and/or alcohol testing will be conducted in a laboratory certified by HHS, according to the following procedures: (1) specimens will be screened for amphetamines, benzoyleconine (cocaine), opiates, phencyclidine (PCP) and tetrahydrocannabinol (THC or marijuana); and (2) test results will be confirmed by gas chromatography/mass spectrometry (GC/MS). POLLARD LAND SERVICES, INC. reserves the right to test for other substances as well.

No specimen will be considered positive until it has been confirmed at the level established by HHS. If no established levels have been set by HHS for a tested substance, POLLARD LAND SERVICES, INC. will hold the testing facility responsible for establishing an acceptable level.

Test results for alcohol revealing a blood alcohol content of .04 or greater will be considered positive.

Results

Positive test results will be reported to the Medical Review Officer (MRO), who will then contact the employee to discuss the results. Should the MRO be unable to contact the employee, he or she will contact POLLARD LAND SERVICES, INC. for assistance. If the MRO cannot make contact with the employee within five days of testing or the results reveal a major safety concern, the MRO may disclose positive test results to POLLARD LAND SERVICES, INC. . At that point, POLLARD LAND SERVICES, INC. reserves the right to take the employee off active duty until the MRO is able to contact the employee. When the MRO does contact the employee, and only if he or she can provide

a viable reason for why the test came back positive, then the positive test result will be reported to POLLARD LAND SERVICES, INC. as negative.

Use of Prescription Medications

Nothing in this policy prohibits the appropriate use of prescription medication as legally prescribed by a licensed physician. If an employee is taking prescription medication with potential side effects that may infringe on the safety of the employee or others, he or she must notify POLLARD LAND SERVICES, INC. Failure to do so may result in disciplinary action, up to and including termination.

POLLARD LAND SERVICES, INC. may contact the employee's physician to investigate whether it is necessary to impose restrictions on job duties as a result of the employee's use of prescription medication. If POLLARD LAND SERVICES, INC. and the physician determine that the employee should be removed from performing his or her job duties, POLLARD LAND SERVICES, INC. will notify the employee immediately.

Confidentiality

Results of all drug and/or alcohol testing will be kept separate from employee personnel files and treated as confidential information. All results, whether positive or negative, will not be shared with anyone outside of the employee's direct supervisory chain of command, except when absolutely necessary for treatment or physician confirmation purposes.

NOTE: POLLARD LAND SERVICES, INC. may disclose the results of a drug and/or alcohol test to decision-makers in a lawsuit, grievance or other proceeding initiated by or on behalf of the employee.

Employee Assistance Program Policy (EAP)

POLLARD LAND SERVICES, INC. is well aware that substance abuse problems affecting individual employees may also affect their job performance and personal life. Although employees can usually resolve issues on their own, at times, they may benefit from additional assistance. POLLARD LAND SERVICES, INC. proudly offers a free and confidential counseling service to employees and their family members (if applicable). This Employee Assistance Program (EAP) includes short-term counseling as well as referral services. This service is staffed by specialists qualified to assist with alcohol, drug, medical, marital, financial, legal, family and emotional problems.

The EAP is available to all employees, but is not required except when job performance, attendance or job responsibilities are negatively affected. All employees are welcome to make use of these services to better their personal lives.

In addition, an employee who voluntarily comes forward before violating this policy will be given the opportunity to seek treatment in accordance with the Voluntary Rehabilitation Agreement. In the event of a positive drug and/or alcohol test result, POLLARD LAND SERVICES, INC. will refer the individual to available resources, either at the employee's expense, or that are covered by the company's health plan. Prior to entering treatment, the employee will be required to sign a form consenting to the release of information regarding his or her treatment and return-to-work status. Upon leaving the treatment facility, an evaluation will be required to demonstrate that treatment was completed successfully.

If treatment requires time away from work, the time will be unpaid, unless paid vacation, sick leave or other earned time away is used. Upon return to work, POLLARD LAND SERVICES, INC. will remain

in contact with the treatment facility to assure ongoing compliance with the recommended treatment. In addition, the employee will be required to submit to drug and/or alcohol testing for up to 60 months, at the discretion of POLLARD LAND SERVICES, INC. Should the individual test positive for any substance at any point during that time, he or she will be immediately terminated.

Employee Drug-Free Workplace Education

Employee education is a key component of POLLARD LAND SERVICES, INC.'s drug-free workplace policy because it ensures that employees understand expectations, potential consequences, drug testing requirements, and support that is available, such as available drug counseling or rehabilitation programs. Employee education has been offered in training sessions, posters on the job sites, and during weekly safety meetings to refresh awareness of the policy as well as resources to help. This topic is covered extensively at our yearly safety and training meeting.

Supervisor Training

Supervisors are trained to recognize drug abuse and address any infractions of the policy. They are also be instructed about how to refer employees to a rehabilitation program such for assistance and support in recovery.

Supervisors are also responsible for issuing a drug testing referral for an employee suspected of illicit drug use on the job and for maintaining documentation and records.

The superintendent/foreman is one of the closest managers to spot an employee with a substance use problem. Making a good faith effort to directly engage with the employee using a professional yet concerned approach can help turn the situation into a better one for both employer and employee. Employers are key in helping a great employee learn a new way of life through support of their involvement in a rehabilitation program, even if an actual notice of temporary suspension or termination is required for the situation.

POLLARD LAND SERVICES, INC. next review of the policy 06/2024.

DELINQUENT PERSONAL PROPERTY STATEMENT

Pollard Land Services, Inc., having been awarded a contract by the Ashtabula County Board of Commissioners, Ohio, hereby affirms under oath, pursuant to Ohio Revised Code Section 5719.042, that at the time the bid was submitted, my company **was / was not** charged with delinquent personal property taxes on the General Tax List of Personal Property for Ashtabula County, Ohio.

If such charge for delinquent personal property tax exists on the General Tax List of Personal Property for Ashtabula County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest shall be set forth below.

A copy of this statement shall be transmitted by the Taxing District's Fiscal Officer to the County Treasurer within thirty days of the date it is submitted. A copy of this statement shall also be incorporated into the Contract made between Ashtabula County Board of Commissioners, Ohio, and Pollard Land Services, Inc., and no payment shall be made with respect to any Contract unless such statement has been so incorporated as a part thereof.

Delinquent Personal Property Tax	$_____
Penalties	$_____
Interest	$_____

POLLARD LAND SERVICES, INC.

Kenneth A. Pollard, President

AFFIDAVIT

OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13

STATE OF OHIO PENNSYLVANIA

COUNTY OF ERIE

KENNETH A. POLLARD being duly sworn deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of POLLARD LAND SERVICES, INC. ("the Contracting Party").

2. The Contracting Party is a/an (select one):

   ☐ Individual, partnership, or other unincorporated business association (including without limitation, a professional association organized under Ohio Revised Code Chapter 1787), estate, or trust

   ☒ Corporation organized and existing under the laws of the State of PENNSYLVANIA

   ☐ Labor organization

3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C. 3517.13(I) (with respect to non-corporate entities and labor organizations) or R.C. 3517.13(J) (with respect to corporations) are in full compliance with the political contribution limitations set forth in R.C. 3517.13(I) and (J), as applicable.

4. I understand that a false representation on this certification will incur penalties pursuant to 3517.992(R).

Affiant further sayeth naught.

By: _____

Title: KENNETH A. POLLARD, PRESIDENT

SWORN TO BEFORE ME and subscribed in my presence this 9th day of JULY, 2024.

Commonwealth of Pennsylvania - Notary Seal
JONATHAN E STRICK - Notary Public
Erie County
My Commission Expires May 2, 2028
Commission Number 1446345

_____
Notary Public

My commission expires: 05/02/2028

AGREEMENT FOR ESCROW ACCOUNT

(1) This agreement is entered into between ASHTABULA COUNTY COMMISSIONERS, and POLLARD LAND SERVICES, INC., contractor for the BISHOP ROAD WATERLINE PHASE 1.

Funds due for the payment in the amount of $15,432.68, which is 8% of 50% of the total work to be completed under the contract, shall be deposited in a savings account in Andover Bank, 150 North Chestnut Street, P.O. Box 405, Jefferson, Ohio 44047, who shall be the Escrow Agent. The account shall be in the name of Ashtabula County Commissioners and Pollard Land Services, Inc., Contractor. Said funds are to be deposited upon a receipt of an approved application for payment showing the amount due for payment and the amount to be retained.

The savings account shall earn interest at the current passbook rate. There are no escrow fees to be charged.

The Escrow Agent shall hold the escrowed principal and interest until the receipt of notice from the state or county and contractor that the project is substantially completed and occupied, or in use, or has been accepted; or until receipt of an arbitration order or an order of the court of claims specifying the amount of the escrow to be released and the person to whom it is to be released. Upon receipt of the notice or order, the agent shall promptly release the retained principal and interest and pay it to the contractor. A notice releasing said retained principal and interest will be issued to the Escrow Agent by the County and the Contractor.

ASHTABULA COUNTY COMMISSIONERS

Not Applicable – Contractor Signed Escrow Waiver

Kathryn L. Whittington, President

Witness

J.P. Ducro IV, Vice President

Casey R. Kozlowski

POLLARD LAND SERVICES, INC.

Not Applicable – Contractor Signed Escrow Waiver

Kenneth A. Pollard, President

Witness

Date

ESCROW WAIVER

In accordance with a certain Contract between the Ashtabula County Board of Commissioners, Ohio, (hereinafter referred to as "the Owner") and Pollard Land Services, Inc., (hereinafter referred to as "the Contractor") it is mutually agreed by and between the parties hereto that because of the short-term duration of the within contract, no escrow account will be established pursuant to Sections 153.13, 153.14 and 153.63 of the Ohio Revised Code nor shall any interest be paid on any retainage.

POLLARD LAND SERVICES, INC.

Kenneth A. Pollard, President

ASHTABULA COUNTY BOARD OF COMMISSIONERS

Kathryn L. Whittington, President

Witness

J.P. Ducro IV, Vice President

Casey R. Kozlowski

NOTICE TO PROCEED

Project: Bishop Road Waterline Phase 1

Owner: Ashtabula County Board of Commissioners
25 West Jefferson Street, Bldg. E
Jefferson, Ohio 44047

To: Pollard Land Services, Inc.
8150 Franklin Road
Girard, Pennsylvania 16417

Date: August 1, 2024

You are hereby notified to commence work in accordance with the Contract. All work shall be completed by May 16, 2025.

ASHTABULA COUNTY BOARD OF COMMISSIONERS

Kathryn L. Whittington, President

REV. 01/22

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE[1] subcontractor's[2] 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 RATH BUILDERS SUPPLY, INC.		Project Name S. River Rd Waterline Extension & Bishop Rd Waterline
Bid/ Proposal No. 220544	Assistance Agreement ID No. (if known)	Point of Contact Tisha Jordan
Address 07482 State Route 66 P.O. Box 811 Defiance, Ohio 43512		
Telephone No. (419) 782-7284		Email Address tjordan@rathbuilderssupply.com
Prime Contractor Name Pollard Land Services, Inc.		Issuing/Funding Entity: WSRLA

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
8	GATE VALVES	$10,900.70

DBE Certified By: ⊗ ODOT ○ DAS/EDGE ○ Other: _____	Meets/ exceeds EPA certification standards? ○ YES ○ NO ○ Unknown

Check Which One Applies: x **MBE** x **WBE** **(Include MBE/WBE Certificates, No DBE Certs)**

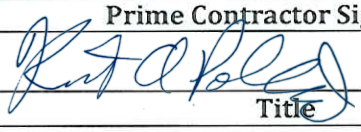
[1] A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described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

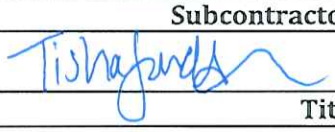
[2] Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

FORM 6100-3 (DBE Subcontractor Performance Form)

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
	Kenneth A. Pollard
Title	**Date**
President	

Subcontractor Signature	Print Name
	Tisha Jordan
Title	**Date**
Secretary	6/4/24

Minority Business Enterprise
Certification Letter

October 3, 2023

Sara Varner, President
Rath Builders Supply, Inc.
07482 State Route 66
Defiance, OH 43512

CERTIFICATION NUMBER: MBE - 202308-7574
Effective Dates: October 3, 2023 - October 3, 2025

Dear Sara Varner, President:

The Ohio Department of Development (Development) has reviewed your business's application to obtain certification as a Minority Business Enterprise (MBE) in Ohio. Having satisfied the requirements set forth in Section 123:2-14 of the Ohio Administrative Code (OAC) as required, we are pleased to inform you that Rath Builders Supply, Inc. is hereby certified by as a MBE.

This certification letter shall serve as the state's official certification.

This letter also acknowledges that Rath Builders Supply, Inc. has been categorized under the Goods and Services category for MBE program participation and has demonstrated capability for a period of at least one-year in the following UNSPS code(s):

1. 55121900 - Signage equipment
2. 30121800 - Landscape architecture materials
3. 31201600 - Adhesives
4. 30111800 - Aggregates
5. 30102400 - Rod
6. 30151600 - Roofing accessories
7. 40141600 - Valves
8. 40171700 - Pipe adapters
9. 31201700 - Sealants
10. 31161600 - Bolts
11. 30111700 - Plasters
12. 40183000 - Rubber and plastic tubing

13. 30111600 - Cement and lime
14. 11111700 - Sand
15. 11122000 - Engineered wood products
16. 30131600 - Bricks
17. 31151500 - Ropes
18. 30121700 - Road and railroad construction materials
19. 47101500 - Water treatment and supply equipment
20. 11111600 - Stone
21. 30102800 - Piling
22. 31371100 - Refractory bricks
23. 30121600 - Asphalts
24. 30102200 - Plate
25. 11121700 - Forestry byproducts
26. 40151500 - Pumps
27. 31161700 - Nuts
28. 31211500 - Paints and primers
29. 46191500 - Fire prevention
30. 30131500 - Blocks
31. 30121900 - Soil stabilizers and reinforcing materials
32. 40102100 - Fireplaces and accessories
33. 30181500 - Sanitary ware
34. 40183100 - Tube fittings
35. 12164900 - Waterproofing agents
36. 40171600 - Industrial pipe and piping
37. 30101700 - Beams
38. 30103600 - Structural products
39. 30151500 - Roofing materials
40. 30111500 - Concrete and mortars
41. 40171500 - Commercial pipe and piping
42. 11121600 - Wood
43. 11111500 - Dirt and soil
44. 55121700 - Signage

As a certified MBE, Rath Builders Supply, Inc. must inform Development in writing (letter or email) within 30 days of any occurrence of material change(s). A material change is defined as any change in circumstances affecting the business or the at least 51 percent eligible owner(s), including but not limited to current contact information, changes in ownership, business structure, independence, managerial and/or operational control, or any change in the information provided in its application including changes in management responsibility among owner(s) of the certified business. Similar notification must be provided to Development of any changes to the company's name, business address, email address, telephone numbers, principal products/service, or other basic contact and commercial activity information. For additional information, please refer to OAC 123:2-14-01, 123:2-14-02, and 123:2-07.

Failure to notify Development of any material change is cause for revocation of Rath Builders Supply, Inc.'s MBE certification.

Re-certification may be done up to one month prior to the expiration date of this certification. At that time, Rath Builders Supply, Inc. must submit a completed Re-certification Application for Development's review relative to Rath Builders Supply, Inc.'s eligibility for continued participation in the MBE program.

If you need any assistance or have questions about the MBE program, please contact Development's Minority Business Certification and Compliance Unit at 614-466-5700.

Congratulations on your certification as a MBE and thank you for choosing to do business in Ohio.

Sincerely,

Monica L. Womack
Chief, Minority Business Development Division

Women Business Enterprise
Certification Letter

October 3, 2023

Sara Varner, President
Rath Builders Supply, Inc.
07482 State Route 66
Defiance, OH 43512

CERTIFICATION NUMBER: WBE - 202308-7574
Effective Dates: October 3, 2023-October 3, 2025

Dear Sara Varner, President:

The Ohio Department of Development (Development) has reviewed your application to obtain certification as a Women Business Enterprise (WBE) in Ohio. Having satisfied the requirements set forth in Section 123:2-14 of the Ohio Administrative Code (OAC) as required, we are pleased to inform you that Rath Builders Supply, Inc. is hereby certified by as a WBE.

This certification letter shall serve as the State's official certification to this effect.

As a certified WBE, Rath Builders Supply, Inc. must inform Development in writing (letter or email) within 30 days of any occurrence of material change(s). A material change is defined as any change in circumstances affecting the business or the at least 51 percent eligible owner(s), including but not limited to current contact information, changes in ownership, business structure, independence, managerial and/or operational control, or any change in the information provided in its application including changes in management responsibility among owner(s) of the certified business. Similar notification must be provided to Development of any changes to the company's name, business address, email address, telephone numbers, principal products/service, or other basic contact and commercial activity information. For additional information, please refer to OAC 123:2-14-01, 123:2-14-02, and 123:2-07. Failure to notify Development of any material change is cause for revocation of Rath Builders Supply, Inc.'s WBE certification.

Re-certification may be done up to one month prior to the expiration date of this certification. At that time, Rath Builders Supply, Inc. must submit a completed Re-certification Application for Development's review relative to Rath Builders Supply, Inc.'s eligibility for continued participation in the WBE program.

If you need any assistance or have questions about the WBE program, please contact Development's Minority Business Certification and Compliance Unit at 614-466-5700.

Congratulations on your certification as a WBE and thank you for choosing to do business in Ohio.

Sincerely,

Monica L. Womack
Chief, Minority Business Development Division

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE[1] subcontractor's[2] 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
SPEEDY VIDEO LLC		S. River Rd Waterline Extension & Bishop Rd Waterline
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact
220544		DEYHNA DIORIO
Address 637 JEFFERSON DR. HIGHLAND HTS OH 44143		
Telephone No. 440-465-9657		Email Address 1SPEEDYVIDEO@gmail.com
Prime Contractor Name Pollard Land Services, Inc.		Issuing/Funding Entity: WSRLA

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
1	PRECONSTRUCTION VIDEO	$895.00

DBE Certified By:	Meets/ exceeds EPA certification standards?
○ ODOT ⊗ DAS/EDGE ○ Other: _____	⊗ YES ○ NO ○ Unknown

Check Which One Applies: X **MBE** X **WBE** **(Include MBE/WBE Certificates, No DBE Certs)**

[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.

FORM 6100-3 (DBE Subcontractor Performance Form)

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**
	Kenneth A. Pollard
Title	**Date**
President	06/04/2024

Subcontractor Signature	**Print Name**
	DEYHNA DIORIO
Title	**Date**
PRESIDENT	6/4/24

Minority Business Enterprise
Certification Letter

September 12, 2023

Deyhna Diorio, President
Speedy Video, LLC
637 Jefferson Dr
Highland Heights, OH 44143

CERTIFICATION NUMBER: MBE - 202309-7797
Effective Dates: September 12, 2023 - September 12, 2025

Dear Deyhna Diorio, President:

The Ohio Department of Development (Development) has reviewed your business's application to obtain certification as a Minority Business Enterprise (MBE) in Ohio. Having satisfied the requirements set forth in Section 123:2-14 of the Ohio Administrative Code (OAC) as required, we are pleased to inform you that Speedy Video, LLC is hereby certified by as a MBE.

This certification letter shall serve as the state's official certification.

This letter also acknowledges that Speedy Video, LLC has been categorized under the Goods and Services category for MBE program participation and has demonstrated capability for a period of at least one-year in the following UNSPS code(s):

1. 82131600 - Photographers and cinematographers

As a certified MBE, Speedy Video, LLC must inform Development in writing (letter or email) within 30 days of any occurrence of material change(s). A material change is defined as any change in circumstances affecting the business or the at least 51 percent eligible owner(s), including but not limited to current contact information, changes in ownership, business structure, independence, managerial and/or operational control, or any change in the information provided in its application including changes in management responsibility among owner(s) of the certified business. Similar notification must be provided to Development of any changes to the company's name, business address, email address, telephone numbers, principal products/service, or other basic contact and commercial activity information. For additional information, please refer to OAC 123:2-14-01, 123:2-14-02, and 123:2-07.

Failure to notify Development of any material change is cause for revocation of Speedy Video, LLC's MBE certification.

Re-certification may be done up to one month prior to the expiration date of this certification. At that time, Speedy Video, LLC must submit a completed Re-certification Application for Development's review relative to Speedy Video, LLC's eligibility for continued participation in the MBE program.

If you need any assistance or have questions about the MBE program, please contact Development's Minority Business Certification and Compliance Unit at 614-466-5700.

Congratulations on your certification as a MBE and thank you for choosing to do business in Ohio.

Sincerely,

Monica L. Womack
Chief, Minority Business Development Division

Women Business Enterprise
Certification Letter

September 12, 2023

Deyhna Diorio, President
Speedy Video, LLC
637 Jefferson Dr
Highland Heights, OH 44143

CERTIFICATION NUMBER: WBE - 202309-7797
Effective Dates: September 12, 2023-September 12, 2025

Dear Deyhna Diorio, President:

The Ohio Department of Development (Development) has reviewed your application to obtain certification as a Women Business Enterprise (WBE) in Ohio. Having satisfied the requirements set forth in Section 123:2-14 of the Ohio Administrative Code (OAC) as required, we are pleased to inform you that Speedy Video, LLC is hereby certified by as a WBE.

This certification letter shall serve as the State's official certification to this effect.

As a certified WBE, Speedy Video, LLC must inform Development in writing (letter or email) within 30 days of any occurrence of material change(s). A material change is defined as any change in circumstances affecting the business or the at least 51 percent eligible owner(s), including but not limited to current contact information, changes in ownership, business structure, independence, managerial and/or operational control, or any change in the information provided in its application including changes in management responsibility among owner(s) of the certified business. Similar notification must be provided to Development of any changes to the company's name, business address, email address, telephone numbers, principal products/service, or other basic contact and commercial activity information. For additional information, please refer to OAC 123:2-14-01, 123:2-14-02, and 123:2-07. Failure to notify Development of any material change is cause for revocation of Speedy Video, LLC's WBE certification.

Re-certification may be done up to one month prior to the expiration date of this certification. At that time, Speedy Video, LLC must submit a completed Re-certification Application for Development's review relative to Speedy Video, LLC's eligibility for continued participation in the WBE program.

If you need any assistance or have questions about the WBE program, please contact Development's Minority Business Certification and Compliance Unit at 614-466-5700.

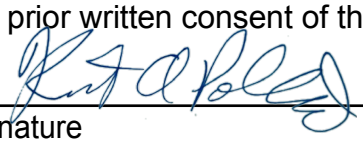
Congratulations on your certification as a WBE and thank you for choosing to do business in Ohio.

Sincerely,

Monica L. Womack
Chief, Minority Business Development Division

AMERICAN IRON AND STEEL ACKNOWLEDGEMENT

The Contractor acknowledges to and for the benefit of the Ashtabula County Commissioners ("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 Contactor 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

05/30/2024

Date

Kenneth A. Pollard

Name and Title of Authorized Signatory, Please Print or Type

Pollard Land Services, Inc.

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.

THE OWNER OR THEIR AUTHORIZED REPRESENTATIVE SHALL INSERT THE FOLLOWING CONTRACT DOCUMENTATION IN THE EXECUTED CONTRACT:

A) FINDINGS FOR RECOVERY – ORC 9.24
(http://ffr.ohioauditor.gov/)

B1) CHECK FOR DEBARRED CONTRACTORS IN THE STATE OF OHIO
(https://www.sos.state.oh.us/records/debarred-contractors/)

B2) CHECK FEDERAL SAM (System for Award Management) for FEDERAL FUNDING (including sub-contractors), (if applicable)
(https://www.sam.gov/SAM/)

C) NOTIFICATION OF SURETY AND AGENT OF CONSTRUCTION CONTRACT AWARD – ORC 9.32 (if applicable)

D) NOTIFICATION TO UTILITY COMPANIES OF COMMENCEMENT OF CONTRACT EXECUTION – ORC 153.64 (if applicable)

Keith Faber
Ohio Auditor

Certified Search for Unresolved Findings for Recovery

OHIO AUDITOR OF STATE
KEITH FABER

Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

(614) 466-4514
(800) 282-0370

Auditor of State - Unresolved Findings for Recovery Certified Search

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: **Pollard**, **Kenneth A.**
Organization: **Pollard Land Services, Inc.**
Date: **5/10/2024 8:26:45 AM**

This search produced the following list of **13** possible matches:

Name/Organization	Address
Cheek, Kenneth	313 Rose Lea Ave.
Cheek, Kenneth	313 Rose Lea Avenue
Coon, Kenneth	213 N. Illinois Avenue
Fickey, Kenneth	1303 W. 8th Street
Gress, Kenneth	429 N. 8th St
Heights, Lekendalle	6020 Hammel
Hobson, Kendra	2044 Bear Creek-Rarden Road
Polen, Deanna	
Polly Fox Academy	1609 North Summit Street
Robert, Kennedy	6090 Chestnut Hill Road
Ryan, Kenneth	P.O. Box 249
Screaven, Kenneth	1119 Angiers Drive
Sheets, Kenny	P.O. Box 196

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

Date Filed in Office	Debarment Period	Contractors, Subcontractors, & Officers	Address	Regarding Project	Case Number
1/12/2017	7/12/16-7/12/18	GM Mechanical, Inc.	7502 State Route 41 PO Box 12 Covington, OH 45318	Ohio State University Kennedy Commons Renovation	Franklin County C.P. Court No. 12 CV 002988
1/12/2017	7/12/16-7/12/18	CM Mechanical Services, Ltd.	7502 State Route 41 PO Box 12 Covington, OH 45318	Ohio State University Kennedy Commons Renovation	Franklin County C.P. Court No. 12 CV 002988
1/12/2017	7/12/16-7/12/18	Gerald E. Miller	7502 State Route 41 PO Box 12 Covington, OH 45318	Ohio State University Kennedy Commons Renovation	United States District Court, S.D. Ohio No. 2:15-cv-2631
1/12/2017	7/12/16-7/12/18	Cleide F. Miller a/k/a Clayge Miller	7502 State Route 41 PO Box 12 Covington, OH 45318	Ohio State University Kennedy Commons Renovation	United States District Court, S.D. Ohio No. 2:15-cv-2631

Administrative Services

State of Ohio Debarment List

tate agencies given the authority to debar suppliers by the Ohio Revised Code (R.C.) are the Ohio Facilities Construction Commission (OFCC), the Ohio Department of ransportation (ODOT), the Department of Administrative Services (DAS), and the Ohio Secretary of State. Respectively, debarment authority is given to these agencies by R.C. 53.02, 5513.06, 125.25. The reasons for debarment are also prescribed by these statutes.

debarred supplier cannot participate (i.e., do any work in any capacity) in any State agency contracts until the debarment period expires. Neither the Ohio Revised Code nor the hio Administrative Code (OAC) establish prescribed debarment periods. Instead, these are determined on a case-by-case basis.

When conducting procurements, State agencies are required to use the Statewide Debarment List. For agencies using OhioBuys, suppliers' profiles can be referenced to determine heir debarment status, plus systematic controls are in place preventing debarred vendors from doing business with State agencies. Additionally, agencies must use the Ohio ecretary of State's Debarred Contractors List and the United States General Services Administration's System for Award Management (SAM) list of federally debarred suppliers. Stat gencies are prohibited from awarding contracts, funded in whole or in part with state and/or federal funds, to any person or company on any of these lists.

Pollard Land Services, Inc.

Show 25 entries

Vendor	Vendor ID	Address	Start Date	End Date	Debarred By
No matching records found					

howing 0 to 0 of 0 entries (filtered from 33 total entries)

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- ◯ Exact Phrase

e.g. 123456789, Smith Corp

"Pollard Land Services, Inc." ×

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- Excluded Entity
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e.g. 123456789, Smith Corp

"Garcia Surveyors, Inc." ×

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For more information on how to use our keyword search, visit our help guide

Simple Search | **Search Editor**

- Any Words
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- Exact Phrase

e.g. 123456789, Smith Corp

"Speedy Video, LLC" ×

- Classification
- Excluded Individual
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July 9, 2024

Selective Insurance Company of America
40 Wantage Avenue
Branchville, NJ 07890

Re: ***Bishop Road Waterline Phase 1 – Contract B***
Ashtabula County Board of Commissioners
Pollard Land Services, Inc.

To Whom It May Concern:

In compliance with Ohio Revised Code Section 9.32, we are hereby notifying you on behalf of the Ashtabula County Board of Commissioners that the Ashtabula County Board of Commissioners awarded a contract for the above referenced project to Pollard Land Services, Inc., currently named as principal on a Bond given as surety to the Ashtabula County Board of Commissioners.

Should you have any questions or require additional information, please feel free to contact our office.

Respectfully,

CT CONSULTANTS, INC.

Georgia Conway, P.E.
Project Manager

GBC:mep

cc: Pamela M. Anderson, Seubert & Associates, Inc.

8150 Sterling Ct. | Mentor | OH | 44060 | 440.951.9000 | www.ctconsultants.com

Michael Pittenger

From: Michael Pittenger
Sent: Tuesday, July 9, 2024 3:39 PM
To: jmzassick@firstenergycorp.com; Relocation@dominionenergy.com; bog11@windstream.net; barrmbarr1@hotmail.com; jon.hobby@windstream.com; 'david.detore@charter.com'; DL-Great-Lakes-NEO-Akron-Construction-Long-Team; 'pumped8@gmail.com'; Geneva - David Gilbert (waterworks@genevaohio.com)
Subject: Construction Project Commencement - South River Rd & Bishop Rd Waterlines
Attachments: Utility email - South River Rd.pdf; Utility email - Bishop Rd.pdf; 011100 - SUMMARY OF WORK.pdf; Bidders List Report.pdf

Please see attached Notice of Construction Project Commencement for two Ashtabula County Projects.

Plans & Specs can be reviewed on our website at https://bids.ctconsultants.com - Opened & Awarded tab

Thank You,

Michael E. Pittenger
Contract Document Coordinator
C: 440-487-6148 | **O:** 440-530-2205
8150 Sterling Court, Mentor, OH 44060

CT consultants
engineers • architects • planners
A Verdantas Company

Frank LaRose
Ohio Secretary of State

Mon May 13 2024

Entity#: 2184459

Filing Type: FOREIGN CORPORATION

Original Filing Date: 03/22/2013

Location: --

Business Name: POLLARD LAND SERVICES, INC.

Status: Active

Exp. Date: -

Agent/Registrant Information

CT CORPORATION SYSTEM
4400 EASTON COMMONS WAYSUITE 125
COLUMBUS OH 43219
04/17/2017
Active

Filings

Filing Type	Date of Filing	Document ID
FOREIGN LICENSE/FOR-PROFIT	03/22/2013	201308101685
FOREIGN/AGENT CHANGE OF ADDRESS	03/31/2017	201710302962
FOREIGN/AGENT CHANGE OF ADDRESS	04/17/2017	201710702872

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF SECRETARY OF STATE

I, Frank LaRose, Secretary of State of the State of Ohio, do hereby certify that this is a list of all records approved on this business entity and in the custody of the Secretary of State.

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 13th of May, A.D. 2024

Ohio Secretary of State

DOC ID ----> 201308101685

DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
03/25/2013	201308101685	FOREIGN LICENSE/FOR-PROFIT (FLF)	125.00	100.00		.00	.00

Receipt

This is not a bill. Please do not remit payment.

QUINN LAW FIRM
ATTN JOHN LEEMHUIS, ESQUIRE
2222 W GRANDVIEW BLVD
ERIE, PA 16506

STATE OF OHIO
CERTIFICATE

Ohio Secretary of State, Jon Husted

2184459

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

POLLARD LAND SERVICES, INC.

and, that said business records show the filing and recording of:

Document(s)	Document No(s):
FOREIGN LICENSE/FOR-PROFIT	**201308101685**

Effective Date: 03/22/2013

Authorization to transact business in Ohio is hereby given, until surrender, expiration or cancellation of this license.

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 25th day of March, A.D. 2013.

Jon Husted

Ohio Secretary of State

SECTION 3
GENERAL CONDITIONS

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

ACEC
American Council of Engineering Companies

The Associated General Contractors of America
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ASCE American Society of Civil Engineers

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A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by

CONSTRUCTION SPECIFICATIONS INSTITUTE

EJCDC C-700 Standard General Conditions of the Construction Contract
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These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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www.acec.org

American Society of Civil Engineers
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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*—The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

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12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*—The individual or entity named as such in the Agreement.

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*—Sections of Division 1 of the Specifications.

22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

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27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.

37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

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40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

49. *Unit Price Work*—Work to be paid for on the basis of unit prices.

50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

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addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

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1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

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2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of

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the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

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1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation , (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

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3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the

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Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

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3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

   b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

   a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

   b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

   c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other

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professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data;

b. locating all Underground Facilities shown or indicated in the Contract Documents;

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price

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or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by

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Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

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I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 – BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

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B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.

E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

   a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

   b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

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1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

    a. Such insurance shall remain in effect for two years after final payment.

    b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

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1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property

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insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery

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against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

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ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

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6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and

3) it has a proven record of performance and availability of responsive service.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

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2. *Substitute Items:*

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services; and

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4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or

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other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

   1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor

   2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

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6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all

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court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor

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shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

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D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

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1. *Shop Drawings:*

    a. Submit number of copies specified in the General Requirements.

    b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

    a. Submit number of Samples specified in the Specifications.

    b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

    a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

    b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

    c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

    d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop

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Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

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1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor,

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Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

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ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

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7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

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8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits

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and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

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B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

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B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

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10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The

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opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on

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Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

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f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

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D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance:*

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

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D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

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c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the

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control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

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C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

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13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute

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resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and

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equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. *Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the

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Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work, or

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b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

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d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities

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pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

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14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

   b. consent of the surety, if any, to final payment;

   c. a list of all Claims against Owner that Contractor believes are unsettled; and

   d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Payment Becomes Due:*

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1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

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1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

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F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

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ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

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17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SECTION 4
SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 ed.) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented herein or in the Specific Project Requirements remain in full force and effect.

SC-1.01 The terms used in these Supplementary Conditions which are defined in the General Conditions have the meaning assigned to them in the General Conditions.

SC-2.02 Delete paragraph 2.02(A) in its entirety and insert the following in its place:

Owner shall furnish one (1) printed/hard copy of the drawings and Project Manual which shall be an executed contract set and one set in electronic format (.pdf), if requested.

SC-2.03 (A) In the last sentence of 2.03A, change "sixtieth day" to "one hundred eightieth day."

SC-2.03 (B) By submission of a bid, the bidder hereby grants consent that the award and execution period shall be extended from sixty days to one hundred fifty days after the date on which the bids are opened.

SC-4.02(A) Change "Supplementary Conditions" to read "Specific Project Requirements."

SC-4.06(G) Delete paragraph 4.06(G) in its entirety.

SC-5.03(A)(1) The required Certificate of Insurance shall be in a form satisfactory to the Owner (most current version of ACORD 25 or approved equal). If the Contractor fails to procure and maintain any specified and/or required insurance, the Owner shall have the right to procure and maintain the said insurance for and in the name of the Contractor and the Contractor shall pay the cost thereof and shall furnish all necessary information to make effective and maintain such insurance.

SC-5.04(B)(1) Change "Supplementary Conditions" to read "Specific Project Requirements."

SC-5.04(B)(2) The limits of liability for the insurance required by paragraph 5.04(A) of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

All of the limits below may be satisfied with an Umbrella/Excess Liability as needed to increase the Primary Policy to required limits.

5.04(A)(1) and (2) Workers' Compensation, etc., under paragraphs 5.04(A)(1) and 5.04(A)(2) of the General Conditions:

(a)	State	Statutory
(b)	Applicable Federal (e.g., Longshoreman's):	Statutory
(c)	Employer's Liability:	$1,000,000

5.04(A)(3), (4) and (5). Contractor's Liability Insurance under paragraphs 5.04(A)(3) through 5.04(A)(5) of the General Conditions which shall also include completed operations and product liability coverage.

(a) Bodily Injury and Property Damage, Combined Single Limit (CSL) (Except Products and Completed Operations) Property Damage liability insurance will provide Explosion, Collapse, and Underground coverage where applicable.

Each Occurrence	$2,000,000
General Aggregate	$4,000,000

(b) Products and Completed Operations Aggregate $1,000,000

Products and Completed Operations to be maintained for two (2) years after final payment and Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period.

(c) Personal and Advertising Injury (Per Person/Organization and per occurrence). $1,000,000

(d) Fire Damage $100,000

(e) If the General Liability Policy includes a General Aggregate, such policy shall be endorsed to have the General Aggregate Per Project Aggregate Limit.

5.04(A)(6) Automobile Liability - (Owned, Non-Owned, Hired)
Contractor may provide split limits or combined single limit.

(a) Split Limits:

Bodily Injury,	Each Person:	$2,000,000
	Each Occurrence	$2,000,000
Property Damage,	Each Occurrence	$1,000,000

or

(b) Combined Single Limit

Bodily Injury and Property Damage,		
	Each Occurrence	$2,000,000

SC-5.04(B)(3) Add the following to the end of the paragraph: “to the extent available in the insurance industry with industry standard exclusions and as allowed under the laws and regulations in the State of Ohio;”

SC-5.04(B)(4) Add the following:

Written notice of cancellation for non-payment of premium shall be at least 10 days.

Add the following section:

SC-5.04(C) Unless otherwise stated in Specific Project Requirements, the Contractor shall purchase and provide an "Owner's and Contractor's Protective Policy" with an immediate Effective Date and the Owner listed as the insured (No additional insureds) for the following limits:

Each Occurrence	$1,000,000
General Aggregate	$2,000,000

Add the following section:

SC-5.04(D) Unless otherwise stated in Specific Project Requirements the Contractor shall purchase and maintain during the Contract Time "All Risk Builders' Risk Insurance," and/or "Installation Floater Insurance," and/or "Boiler and Machinery Insurance," and any and all insurance requirements of section GC-5.06 of the General Conditions as applicable for the type of work to be performed upon the Project to the full insurable value thereof for the benefit of the Owner, the Contractor, Subcontractors and Suppliers as their interest may appear. This insurance shall cover the work until final acceptance and final payment by the Owner. This provision shall in no way release the Contractor or Contractor's Surety from obligations under the Contract Documents to fully complete the Project. The original policy(s) shall be filed with the Owner or his designated representative.

SC-5.05 *Owner’s Liability Insurance*

See SC-5.04(C) above.

SC-5.06 *Property Insurance*

Unless otherwise stated in Specific Project Requirements, the Contractor, not the Owner, shall purchase and maintain during the Contract Time all property insurance required in section GC-5.06 of the General Conditions and as outlined in SC-5.04(D) above.

Add the following section:

SC-6.02(C) The Contractor shall be responsible for the Owner and/or Engineer's additional inspection and administrative costs for work performed beyond regular working hours as defined in this Section.

SC-6.07(B) Delete paragraph 6.07(B) in its entirety.

SC-6.09 (D) Add the following:

D. The contractor agrees to the requirements of RC 153.59, RC 153.591, and RC 153.60.

Add the following section:

SC-6.10(B) Add the following:

Should the Owner be exempt from Ohio State Sales and Use Taxes on materials and equipment to be incorporated in the Project, the Contractor may obtain a waiver and said taxes shall not be included in the Contract Price.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the work
2. Owner's exemption to Contractor does not apply to construction tools, machinery, equipment, or other property by or leased by Contractor, or to supplies or materials not incorporated into the work.

The Contractor shall withhold and/or pay all consumer, use, property, employment, income and other taxes in accordance with the laws and regulations of the United States, State of Ohio, Owner and other applicable agencies which are applicable during the performance of the work.

SC-6.17 *Shop Drawings and Samples*

Add the following new paragraphs immediately after paragraph 6.17(E):

F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three (3) submittals. Engineer will record Engineer's time for reviewing subsequent materials of shop drawings, samples, or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.

G. In the event that Contractor requests a substitution for a previously approved item, Contractor shall reimburse Owner for Engineer's charges for such time unless the need for such substitution is beyond the control of the Contractor.

SC-7.02 Delete Section 7.02 of the General Conditions in its entirety and insert the following:

SC-7.02(A) The General Construction Contractor shall be referred to and defined as the Construction Coordinator.

SC-7.02(B) Duties of the Construction Coordinator include the following:

1. Scheduling and coordinating the work of the Prime Contractors including submission and periodic updating of project schedule.

2. Establishing and administrating the site safety program and procedures for the project.

3. See that permits are applied for and obtained on a timely basis. Advise the Engineer of any problems related to permit approval.

4. Monitoring compliance with Laws and Regulations.

5. Maintain project site for dust, sedimentation, debris, waste, and general site cleanliness.

6. Coordinate location and use of temporary construction facilities including but not limited to sanitary, water, power, telephone, and parking.

7. Coordinate Owner interface for utility tie-ins/shut downs.

8. Monitor shop drawing submittal and coordination of submittal information between Prime Contractors.

SC-10.01 (A) Add the following:
The Owner may request from the Contractor and the Contractor shall provide within ten days of the request, a quote for all ordered changes in the work or work the Owner may be considering to be ordered. The quote shall be a line item, detailed, itemized breakdown of the work.

SC-11.01(A) For purposes of "Cost of the Work" delete Section 11.01(A), (B), and (C) of the General Conditions in their entirety and insert ODOT 109.05, in its place.

SC-13.07(A) In the First sentence of Section 13.07(A) remove "Substantial Completion" and insert "Final Acceptance of the entire project and final payment by the Owner."

SC-13.07(C) Remove 13.07(C) and replace with the following:

All materials and equipment shall be warranted by the respective material supplier or equipment manufacturer until the end of the Contractor's "correction period" (or longer if specified elsewhere in the contract) regardless of date of initial installation or operation of the material or equipment. The cost of such extended warranties as needed from material suppliers or equipment manufacturers to provide warranty coverage until the end of the "correction period" or other period as specified in the contract shall be the responsibility of the prime contractor and shall be assumed to have been included in his bid.

SC-14.02(A) (3) Delete Section 14.02(A) (3) of the General Conditions in its entirety and insert the following:

Until the job is 50% complete, the Contractor will be paid 92% of the estimated value of labor and material completed in acceptable form. After the work is 50% complete, no further funds shall be retained and the Contractor shall be paid 100% of the estimated value of the remaining labor and material completed in acceptable form, provided that the Contractor is making satisfactory progress and there is no specific cause for greater withholding. Upon the Owner's agreement that the project is substantially complete, the Retainage may be reduced to twice the value of the remaining punch list work subject to the recommendation of the Engineer and the approval by the Owner.

Add the following section:

SC-14.02(A) (4)

Payment for stored materials at invoice prices or at the unit price bid for materials, or the lesser value of the two, will be made for accepted nonperishable equipment and materials which are to be incorporated into the work, when accepted, delivered, properly stored, and protected upon the site and verified to the Engineer by a copy of the invoice. For materials and equipment meeting the foregoing conditions, the Owner will pay, when properly included in an approved estimate, 92% of the invoice value of the same. Subsequent to the inclusion of a payment for delivered materials in a progress payment, Contractor shall submit no later than the next payment submission, a partial waiver of lien from each and every supplier for whom delivered materials were paid. If no such waiver is submitted prior to or along with the next payment, the amount of delivered materials paid commensurate with that particular item will be deducted from future payments. No payment for delivered materials shall be made for any items that are scheduled to be incorporated in the work within 30 days of submission of the pay estimate. Delivered materials will not be paid in any given month for a total amount less than $5,000.00. Payment for delivered materials for such items as pipe backfill and roadway subbase will not be routinely considered.

SC-16.01 Delete Article 16 in its entirety and replace with the following:

10/17

ARTICLE 16 - DISPUTE RESOLUTION AGREEMENT - MEDIATION/ARBITRATION

OWNER and CONTRACTOR hereby agree that Article 16 of the General Conditions to the Agreement between OWNER and CONTRACTOR is amended to include the following agreement of the parties:

16.01 All claims, disputes, and other matters in question between OWNER and CONTRACTOR arising out of or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.09) will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Article 16. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this Article 16 will be specifically enforceable under the prevailing law of any court having jurisdiction.

16.02 No demand for arbitration of any claim, dispute, or other matter that is required to be referred to Engineer initially for decision in accordance with paragraph 9.09 will be made until the earlier of (a) the date on which ENGINEER has rendered a written decision or (b) the thirty-first day after the parties have presented their evidence to ENGINEER if a written decision has not been rendered by ENGINEER before that date. No demand for arbitration of any such claim, dispute or other matter will be made later than thirty days after the date on which ENGINEER has rendered a written decision in respect thereof in accordance with paragraph 9.08 and the failure to demand arbitration within said thirty days' period will result in Engineer's decision being final and binding upon OWNER and CONTRACTOR. If ENGINEER renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned. No demand for arbitration of any written decision of ENGINEER rendered in accordance with paragraph 9.08 will be made later than ten days after the part making such demand has delivered written notice of intention to appeal as provided in paragraph 10.05.

16.03 Notice of the demand for arbitration will be filed in writing with the other party to the Agreement and with the American Arbitration Association, and a copy will be sent to ENGINEER for information. The demand for arbitration will be made within the thirty-day or ten-day period specified in paragraph 16.02 as applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

16.04 Except as provided in paragraph 16.05 below, no arbitration arising out of or relating to the Contract Documents shall include by consolidation, joiner or in any other manner any other person or entity (including ENGINEER, ENGINEER's Consultant, and the officers, directors, agents, employees, or consultants of any of them) who is not a party to this contract unless:

(A) the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and

(B) such other person or entity is substantially involved in a question or law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and

(C) the written consent of the other person or entity sought to be included and of OWNER and CONTRACTOR has been obtained for such inclusion, which consent shall make specific references to this paragraph; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.

16.05 Notwithstanding paragraph 16.04 if a claim, dispute or other matter in question between OWNER and CONTRACTOR involves the Work of a Subcontractor, either OWNER or CONTRACTOR may join such Subcontractor as a party to the arbitration between OWNER and CONTRACTOR herein under. CONTRACTOR shall include in all subcontracts required by paragraph 6.06(G) a specific provision whereby the Subcontractor consents to being joined in an arbitration between OWNER and CONTRACTOR involving the Work and such Subcontractor. Nothing in this paragraph 16.05 nor in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of Subcontractor and against OWNER, ENGINEER, or ENGINEER's Consultants that does not otherwise exist.

16.06 The award rendered by the arbitration will be final, judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal.

16.07 OWNER and CONTRACTOR agree that they shall first submit any and all unsettled claim, counterclaims, disputes and other matters in questions between them arising out of or relating to the Contract Documents or the breach thereof ("disputes"), to mediation by the American Arbitration Association under the Construction Industry Mediation Rules of the American Arbitration Association prior to either of them initiating against the other a demand for arbitration pursuant to paragraphs 16.01 through 16.06, unless delay in initiating arbitration would irrevocably prejudice one of the parties. The respective thirty and ten-day time limits within which to file a demand for arbitration as provided in paragraphs 16.02 and 16.03 above shall be suspended with respect to a dispute submitted to mediation within those same applicable time limits and shall remain suspended until ten days after the termination of the mediation. The mediator of any dispute submitted to mediation under this Agreement shall not serve as arbitrator of such dispute unless otherwise agreed.

END OF SECTION

01/2024

SECTION 5
SPECIFICATIONS

SECTION 011100 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 LOCATION OF THE PROJECT

A. Contract A – South River Road Waterline Extension Phase 1 - The project is a new waterline construction located in Harpersfield Township on South River Road from State Route 534 to Stoltz Road in Ashtabula County, Ohio.

B. Contract B – Bishop Road Waterline Phase 1 - The project is located in Geneva on Bishop Road between the intersections of Lafevre Road and Old Harpersfield Road. The Owner of the project is the Ashtabula County Department of Environmental Services.

1.2 PROJECT DESCRIPTION

A. Contract A – South River Road Waterline Extension Phase 1 - The project consists of the installation of approximately 7,925 lineal feet of 8" diameter C909 PVC water main and appurtenances (gate vales, hydrants, etc.).

B. Contract B – Bishop Road Waterline Phase 1 - The project consists of the installation of approximately 3,250 lineal feet of 12" diameter C909 PVC water main (1,825 lineal feet of new watermain and 1,425 lineal feet of replacement water main) and appurtenances (gate vales, hydrants, etc.).

C. Combined Bid – Also included is a Combined Bid for both Contracts A and Contract B to be Awarded together to one contractor. Although the two parts of the Combined Contract will be Awarded together, the two parts will be executed separately. See 1.4 below.

D. Alternate – Each Contract (both the separate contracts and the combined contract) has a Lump Sum Alternate to install a 2" conduit and pull boxes for future broadband services. The bidder must bid the Alternate for each contract bid.

E. Bidders may bid either Contract A or Contract B or both and may bid the Combined Bid with or without bidding the separate Contracts. **The bidder must submit a separate bid security (cashier's check, irrevocable letter of credit, or ORC 153.571 bond) for each contract bid.**

1.3 SPECIFICATIONS

A. In general, these Specifications describe the work to be performed by the various trades, other than work specifically excluded. It shall be the responsibility of the Contractor and Subcontractors to perform all work incidental to their trade, whether or not specific mention is made of each item, unless such incidentals are included under another Item.

B. It is advised that the Contractor and all Subcontractors familiarize themselves with the contents of the complete Specifications, particularly for the trades preceding, following, related or adjacent to their work.

1.4 PROJECT FUNDING, AWARD, & CONTACT EXECUTION

A. Contract A – South River Road Waterline Extension Phase 1 - This project is funded by the Appalachian Regional Commission (ARC) and the Water Supply Revolving Loan Account (WSRLA) through OEPA's Division of Environmental & Financial Assistance (DEFA). It is anticipated that the WSRLA loan will be approved by the OWDA Board at their June 27, 2024 Board Meeting and the contract signed and executed thereafter.

B. Contract B – Bishop Road Waterline Phase 1 - This project is funded by the Water Supply Revolving Loan Account (WSRLA) through OEPA's Division of Environmental & Financial Assistance (DEFA). It is anticipated that the WSRLA loan will be approved by the OWDA Board at their July 25, 2024 Board Meeting and the contract signed and executed thereafter.

END OF SECTION 011100

SECTION 011419 - USE OF SITE

PART 1 - GENERAL

1.1 GENERAL

A. The Contractor will be allowed the use of as much of the site designated for the improvements as is necessary for his operation.

1.2 USE OF STREETS

A. During the progress of the work, the Contractor shall make ample provisions for both vehicle and pedestrian traffic on any public street and shall indemnify and save harmless the Owner from any expense whatsoever due to his operations over said streets. The Contractor shall also provide free access to all the fire hydrants, water, and gas valves located along the line of his work. Gutters and waterways must be kept open or other provisions made for the removal of storm water. Street intersections may be blocked only one-half at a time, and the Contractor shall lay and maintain temporary driveways, bridges and crossings, such as in the opinion of the Engineer are necessary to reasonably accommodate the public.

B. In the event of the Contractor's failure to comply with these provisions, the Owner may cause the same to be done, and may deduct the cost of such work from any monies due the Contractor under this Agreement, but the performance of such work by the Owner at its instance shall serve in no way to release the Contractor from his general or particular liability for the safety of the public or the work.

C. The Contractor shall repair at no cost to the Owner, all existing roads, parking areas, grassed areas that are damaged due to the execution of his work. The 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.

1.3 CLOSING STREETS TO TRAFFIC

The Contractor may with the approval of the Owner, close streets, or parts of streets, to vehicular traffic. The streets are to remain closed as long as the construction work or the condition of the finished work requires or as determined by the Owner. The Engineer shall be the judge of how many streets or parts of streets it is necessary for the Contractor to close at any time, and may refuse to permit the closing of additional streets to traffic until the majority of the work on the closed streets is completed and they are opened to traffic.

1.4 RIGHTS-OF-WAY

A. Whenever it is required to perform work within the limits of public or private property or in rights-of-way, such work shall be done in conformity with all agreements between the Owner and the owners of such. Care shall be taken to avoid injury to the premises entered, which premises shall be left in a neat and orderly condition by the removal of rubbish and the grading of surplus materials, and the restoration of said public or private property to the same general conditions as pertained at the time of entry for work to be performed under this contract.

B. The Contractor shall not (except after consent from the proper parties) enter or occupy with men, tools or equipment, any land outside the rights-of-way or property of the Owner.

C. When the Contractor performs construction within 10 ft. of a right-of-way or easement line, he shall place tall stakes properly identified at points of change in width or direction of the right-of-way or easement line and at points along the line so that at least two stakes can be seen distinctly from any point on the line.

1.6 SITE FACILITIES

A. The Contractor shall furnish and place sufficient quantities of portable toilet facilities at locations convenient for use by the Contractor's personnel, Subcontractors, the Engineer, and the Owner.

1.7 RESTORATION

A. On all contract items that require and include surface restoration including repairs to driveways and roads outside trench limits, an amount equal to 10% of the unit price bid for sewer and/or waterline items will be considered the value of this work.

B. As work is completed the payment for each contract item will be reduced by the 10% until full performance of all contract requirements.

C. Partial release of the 10% restoration money may be made by the Engineer commensurate with his determination of the value of said work.

D. If in the opinion of the Owner, the value of the restoration exceeds 10% of the contract line item, he may require a greater amount to be held but not in excess of 25%.

E. The amount held for restoration shall not be considered retainage of completed work but rather the value of work not yet performed and therefore not eligible for payment.

F. On lump sum items or contracts, the value of the restoration work will be determined by the approved schedule of values submitted by the Contractor.

END OF SECTION 011419

SECTION 011423 - ADDITIONAL WORK, OVERTIME

PART 1 - GENERAL

1.1 NIGHT, SUNDAY AND HOLIDAY WORK

A. No work will be permitted at night, Sunday or legal holidays except as noted on the plans or in the case of emergency and then only upon written authorization of the Engineer. Where no emergency exists, but the Contractor feels it advantageous to work at night, Sunday or legal holidays, the Contractor shall notify the Engineer at least two (2) days in advance, requesting written permission. Any work performed during the absence of the Engineer will be done at the Contractor's risk and responsibility and may be subject to rejection upon later inspection.

END OF SECTION 011423

SECTION 013119 - PROJECT MEETINGS

PART 1 - GENERAL

1.1 PRECONSTRUCTION MEETING

A. Prior to the Contractor beginning any work on the project, the Owner will schedule and hold a preconstruction meeting to discuss all aspects of the contract work.

B. The Contractor shall be present and be prepared to comment in detail on all aspects of his work.

C. The Contractor shall bring to the preconstruction meeting a proposed construction progress schedule, erosion control plan, quality control program, concrete mix designs, asphalt mix designs (JMF), etc. Approval of each by the Engineer is required prior to the start of any work.

D. Included in the construction progress schedule shall be an implementation sequence of the proposed erosion control efforts required by the contract.

1.2 PROGRESS MEETINGS

A. Monthly progress meetings will be held at a location to be determined by the Owner on a regularly scheduled day mutually convenient to the Owner, Contractor, and Engineer.

B. The Contractor shall provide an updated construction progress schedule and be prepared to comment in detail on all aspects of his work.

END OF SECTION 013119

SECTION 013216 - PROGRESS SCHEDULE

PART 1 - GENERAL

1.1 PROGRESS SCHEDULE

A. Immediately after signing the Contract, the General Construction Contractor shall prepare a graphic progress schedule, indicating the work to be executed during each month and the rate of expected progress to secure completion on the agreed-upon completion date. The progress schedule shall be approved by the Engineer and Owner prior to starting work on the site. Copies of such graphic progress charts, upon which has been indicated the actual progress, shall be furnished to the Engineer with each requisition for payment.

B. Should the rate of progress fall materially behind the scheduled rate of progress, and unless the delay is authorized by the Engineer, each offending Contractor shall furnish additional labor, work overtime, or take other necessary means required for completion of the work on the scheduled date. No additional compensation beyond the set Contract price shall be paid for action taken or overtime expense incurred in maintaining scheduled progress.

END OF SECTION 013216

SECTION 013223 – SURVEY AND LAYOUT DATA

PART 1 - GENERAL

1.1 STAKING

A. The Contractor shall hire a surveyor licensed in the state the work is to be installed to provide all reference points not already established and staking. The Contractor shall protect and preserve the established staking and reference points as long as required for installation of the work and field verifications by any party. The Contractor's surveyor shall replace and accurately relocate all staking and reference points so lost, destroyed or moved.

1.2 LAYOUT OF WORK

A. The Contractor shall lay out his work and be responsible for correct locations, elevations and dimensions of all work executed by him under this Contract. The Contractor must exercise proper precautions to verify the figures shown on the Drawings before laying out the work and will be held responsible for any error resulting from his failure to exercise such precaution. The Contractor shall insure the new construction aligns with any existing work.

END OF SECTION 013223

SECTION 013236 - VIDEO MONITORING AND DOCUMENTATION

PART 1 - GENERAL

1.1 SCOPE

A. Provide all labor, materials, equipment, and services, and perform all operations necessary to furnish to the Owner a complete color audio-video record of the surface features within the proposed construction zone of influence. The purpose of this coverage shall be to accurately document the pre-construction condition of these surface features.

1.2 QUALIFICATIONS

A. The video documentation shall be done by a responsible commercial firm known to be skilled and regularly engaged in the business of pre-construction color audio-video documentation. The firm shall furnish such information as the Owner deems necessary to determine the ability of that firm to perform the work in accordance with the Contract specifications.

1.3 PRODUCTS

A. The color audio-video recording delivered to the Owner shall be on a thumb drive.

END OF SECTION 013236

SECTION 013319 – FIELD TEST REPORTING

PART 1 - GENERAL

1.1 QUALITY CONTROL

A. The Contractor shall be responsible for the quality of all materials incorporated into the project work and shall be responsible for all costs of testing and certification of same.

B. The Contractor shall provide the Engineer with a Quality Control Plan in which his testing methods/procedures are defined. Said Plan shall meet with the approval of the Engineer and include identification of laboratories, types of testing, and the tentative amount and scheduling of each.

All certifications of tests and/or gradations for materials to be utilized in the work and all quality control testing shall be performed by an independent laboratory (not affiliated with, owned by, or managed by the Contractor). The laboratory shall be accredited by the AASHTO Materials Reference Laboratory for the type of testing performed.

C. The Owner may perform field Quality Assurance testing; however, such testing shall not relieve the Contractor from the responsibility of Quality Control testing or from supplying certificates from manufacturers or suppliers to demonstrate compliance with the specifications. It is intended that the testing by the Contractor and the Owner be complimentary toward a quality project; however, the Contractor may not assume the Owner will test or that any tests will be done in lieu of the Contractor's own Quality Control testing. In the same sense, the Contractor may not rely on Owner Quality Assurance testing as a basis of acceptance or approval of his work nor may any Owner performed testing be reflected in his submitted plan.

1.2 TEST CRITERIA

A. The following tests at a minimum shall be included with the Contractor’s Quality Control Plan in accordance with the specifications:

1. Aggregates

a. For each material and/or different source, the laboratory shall perform soundness, gradation, and other tests for all parameters specified. Aggregates incorporated into concrete or asphalt mixes shall also be tested for moisture content daily.

2. Compaction Tests

a. Compaction tests or field density tests shall be taken on all embankment, trench backfill, subgrade, and subbase materials.
b. Minimum testing shall be as follows:
Embankment testing shall be at least one (1) test/5000 S.F. of each lift;
Trench backfill testing shall be at least one (1) test/50 L.F. of each lift;

Subgrade and/or subbase testing shall be at least one (1) test/200 L.F. of pavement or /5000 S.F. of slabs; subject to greater frequency due to soil conditions or Engineer's direction.

c. Proctors or relative density tests shall be performed as often as necessary for the differing soils or granular materials utilized. Proctors shall be run with a minimum of 5 points. Test reports shall show the wet (bulk) weight, dry weight, wet (bulk) density, dry density, moisture content weight and moisture content percentage. Both the dry curve and the wet curve shall be plotted.

3. Concrete Mix Design

   a. For each type of concrete, the laboratory shall perform the necessary mix design providing all test data as required by the specifications.

4. Concrete Field and Laboratory Tests

   a. The laboratory shall cast concrete cylinders and test beams:
      1) One set of four cylinders per 50 C.Y. with a minimum of two sets per day. The cylinders shall be broken: one at 7 days, two at 28 days, one at 56 days, unless otherwise directed by the Engineer.
      2) One beam per 50 C.Y. with a minimum of two beams per day.
   b. Temperature and unit weight shall be run on fresh concrete at intervals sufficient for the type of structure being placed and a minimum of once per day. Bulk weight, bucket weight, (tare), net weight, bucket factor (bucket volume) and unit weight shall be recorded on the fresh concrete report. Show all batch weights for yield calculations. Slump and air content tests shall be taken a minimum of one test per 20 C.Y. and at least once per day.
   c. All field and laboratory testing shall be performed by technicians certified by the American Concrete Institute (ACI) for the type of testing performed.
   d. Initial cure of all cylinders shall be in a temperature controlled cure box or temperature controlled water tank with a hi-low thermometer. Hi-low temperature readings shall be recorded on the fresh concrete report.

5. Asphalt Mix Design

   a. For each type of asphalt mix, submit job mix formula (JMF) prepared by an ODOT pre-qualified laboratory from tests performed on the aggregates proposed for use.
   b. Sample and test for gradation and bitumen content as per ODOT 441.

1.3 LABORATORY REPORTS

A. Reports of laboratory and field tests will be distributed to the Engineer, Owner, and Suppliers within 24 hours of completion.

END OF SECTION 013319

SECTION 013320 - SUBMITTALS

PART 1 - GENERAL

1.1 GENERAL

A. All submittals to be submitted electronically to the Engineer's project ftp website inbox or other means as approved. Submittal procedures will be further explained by the Engineer at the Preconstruction Meeting.

B. Submittals for approval of materials and equipment shall be in conformance with the requirements of the General Requirements and of the product specifications, except that the Engineer may order any additional submittal necessary to fulfill the requirements of the General Requirements.

C. Shop drawings shall provide details, dimensions, and other information that, with required certificates, will show the product is in conformance with the specifications. Details and dimensions shall be adequate for proper installation of the product.

D. Manufacturer's or supplier's certificates shall state that the products have been sampled and tested in accordance with provisions and meet the requirements of specifications included and designated herein and shall be signed by an authorized agent of the manufacturer.

E. Test certificates shall show results of tests by an independent laboratory compared to specification requirements and shall be signed by an authorized agent of the laboratory.

F. In addition to specific submittal requirements listed in the technical specifications, the Contractor shall submit, at a minimum, the following information along with other pertinent items that the Engineer requires to determine whether the equipment is capable of meeting the design criteria and specifications:

1. Catalog data
2. Design data
3. Complete list of all component parts including:
    a. Manufacturer's name and model number
    b. Material of construction
    c. Accessories
    d. Performance data
4. Fabrication drawings
5. Assembly drawings
6. Installation drawings
7. Dimension drawings
8. Wiring diagrams with alpha-numeric code for remote connections where required as shown on the Contract Drawings.
9. Cast-in-place concrete placement drawings with dimensions of each placement and a number to each placement.
10. Conduit drawings. Detailed drawings showing all conduit sizes, types, material and wire size and color to be pulled.

G. The Contractor shall submit a written statement from the manufacturer that the material or equipment is suitable for the intended use and will meet the requirements of the specifications.

H. The Contractor shall submit the supplier's written report that the materials or equipment:

1. Has been properly installed.
2. Is in accurate alignment.
3. Components have been tested and operated satisfactorily.

I. Where required, bid submittals in no way reduce the requirements for shop drawing submittals. Award of the Contract does not constitute approval of the equipment or material on which the Contractor's bid is based.

END OF SECTION 013320

SECTION 013323 - SHOP DRAWINGS AND SUBMITTALS

PART 1 - GENERAL

1.1 GENERAL

A. The Contractor shall submit detailed drawings, acceptable catalog data, specifications and material certifications for all equipment and materials specified or required for the proper completion of the work.

B. The intent of these items is to demonstrate compliance with the design concept of the work and to provide the detailed information necessary for the fabrication, assembly and installation of the work specified. It is not intended that every detail of all parts of manufactured equipment be submitted, however sufficient detail will be required to ascertain compliance with the specifications and establish the quality of the equipment proposed.

Shop Drawings shall be sufficiently clear and complete to enable the Engineer/Architect and Owner to determine that items proposed to be furnished conform to the specifications and that items delivered to the site are actually those that have been reviewed.

C. It is emphasized that the Engineer/Architect's review of Contractor's submitted data is for general conformance to the contract drawings and specifications but subject to the detailed requirements of drawings and specifications. Although the Engineer/Architect may review submitted data in detail, such review is an effort to discover errors and omissions in Contractor's drawings. The Engineer/Architect's review shall in no way relieve the Contractor of his obligation to properly coordinate the work and to Engineer/Architect the details of the work in such manner that the purposes and intent of the contract will be achieved. Such review by the Engineer/Architect shall not be construed as placing on him or on the Owner any responsibility for the accuracy and for proper fit, functioning or performance of any phase of the work included in the contract.

D. Shop Drawings shall be submitted in proper sequence and with due regard to the time required for checking, transmittal and review so as to cause no delay in the work. The Contractor's failure to transmit appropriate submittals to the Engineer/Architect sufficiently in advance of the work shall not be grounds for time extension.

E. The Contractor shall submit Shop Drawings for all fabricated work and for all manufactured items required to be furnished in the Contract in accordance with the General Provisions and as specified herein. Shop Drawings shall be submitted in sufficient time to allow at least twenty-one (21) calendar days after receipt of the Shop Drawings from the Contractor for checking and processing by the Engineer/Architect.

F. It is the responsibility of each Prime Contractor to furnish to all other Prime Contractors and especially the General Construction Contractor reviewed Shop Drawings for guidance in interfacing the various trades; i.e., sleeves, inserts, anchor bolts, terminations, and space requirements.

G. No work shall be performed requiring Shop Drawings until same have been reviewed by Engineer/Architect.

H. Accepted and reviewed Shop Drawings shall not be construed as approval of changes from Contract plan and specification requirements.

I. The Engineer/Architect will review the first and second Shop Drawing item submittals at no cost to the Contractor. Review of the third submittal and any subsequent submittal will be at the Contractor's expense. Payment will be deducted from the Contract amount at a rate of 2.8 times direct labor cost plus expenses.

1.2 SUBMITTAL PROCEDURE

A. All required submissions shall be made to the Engineer/Architect by the Prime Contractor(s) only. Any data prepared by subcontractors and suppliers and all correspondence originating with subcontractors, suppliers, etc., shall be submitted through the Contractor.

B. Contractor shall review and approve all Shop Drawings prior to submission. Contractor's approval shall constitute a representation to Owner and Engineer/Architect that Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that Contractor has reviewed or coordinated each Shop Drawing or sample with the requirements of the work and the Contract Documents.

C. Submittal Preparation: Mark each submittal with a permanent label or page for identification. Provide the following information on the label for proper processing and recording of action taken:

1. Location
2. Project Name
3. Contract
4. Name and Address of Engineer/Architect
5. Name and Address of Contractor
6. Name and Address of Subcontractor
7. Name and Address of Supplier
8. Name of Manufacturer
9. Number and Title of appropriate Specification Section
10. Drawing Number and Detail References, as appropriate.
11. Submittal Sequence or Log Reference Number.

    a. Provide a space on the label for the Contractor's review and approval markings and a space for the Engineer/Architect's "Action Stamp".

D. Each Shop Drawing, sample and product data submitted by the Contractor shall have affixed to it the following Certification Statement including the Contractor's Company name and signed by the Contractor:

Certification Statement: By this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data and I have checked and coordinated each item with other applicable approved shop drawings and all Contract requirements.

_____ _____

Signature Date

_____

Company

E. Shop Drawings shall be submitted in not less than six (6) copies to the Engineer/Architect at the address specified at the Preconstruction Conference. Single mylar or sepia reproducible copies of simple Shop Drawings may be submitted with prior approval of the Engineer/Architect.

F. At the time of each submission, Contractor shall in writing identify any deviations that the Shop Drawings or samples may have from the requirements of the Contract Documents.

G. Drawings shall be clean, legible and shall show necessary working dimensions, arrangement, material finish, erection data, and like information needed to define what is to be furnished and to establish its suitability for the intended use. Specifications may be required for equipment or materials to establish any characteristics of performance where such are pertinent. Suitable catalog data sheets showing all options and marked with complete model numbers may, in certain instances, be sufficient to define the articles which it is proposed to furnish.

H. For product which require submittal of samples, furnish samples so as not to delay fabrication, allowing the Engineer reasonable time for the consideration of the samples submitted. Properly label samples, indicating the material or product represented, its place of origin, the names of the vendor and Contractor and the name of the project for which it is intended. Ship samples prepaid. Accompany samples with pertinent data required to judge the quality and acceptability of the sample, such as certified test records and, where required for proper evaluation, certified chemical analyses.

1.3 REVIEW PROCEDURE

A. Engineer/Architect will review with reasonable promptness all properly submitted Shop Drawings. Such review shall be only for conformance with the design concept of the Project and for compliance with the information given in the plans and specifications and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident thereto.

B. The review of a separate item as such will not constitute the review of the assembly in which the item functions. The Contractor shall submit entire systems as a package.

C. All Shop Drawings submitted for review shall be stamped with the Engineer/Architect's action and associated comments.

D. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Engineer/Architect will review each submittal, mark to indicate action taken, and return accordingly. Compliance with specified characteristics is the Contractor's responsibility.

Action Stamp: The Engineer/Architect will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:

1. If Shop Drawings are found to be in general compliance, such review will be indicated by marking the first statement.
2. If only minor notes in reasonable number are needed, the Engineer/Architect will make same on all copies and mark the second statement. Shop Drawings so marked need not be resubmitted.
3. If the submitted Shop Drawings are incomplete or inadequate, the Engineer/Architect will mark the third statement, request such additional information as required, and explain the reasons for revision. The Contractor shall be responsible for revisions, and/or providing needed information, without undue delay, until such Shop Drawings are acceptable. Shop Drawings marked with No. 3 shall be completed resubmitted.
4. If the submitted Shop Drawings are not in compliance with the Contract Documents, the Engineer/Architect will mark the fourth statement. The Contractor will be responsible to submit a new offering conforming to specific products specified herein and/or as directed per review citations.

E. No submittal requiring a Change Order for either value or substitution or both, will be returned until the Change Order is approved or otherwise directed by the Owner.

APPLICATION FOR USE OF SUBSTITUTE ITEM

TO: _____

PROJECT: _____

SPECIFIED ITEM:

_____	_____	_____
Page	Paragraph	Description

A. The undersigned requests consideration of the following as a substitute item in accordance with Article 6.05 of the General Conditions.

_____

B. Change in Contract Price (indicate + or -) $ _____

C. Attached data includes product description, specifications, drawings, photographs, references, past problems and remedies, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified. For consideration of the attached data as SHOP DRAWINGS, submittal shall be in accordance with requirements of Section 01061.

D. Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

The undersigned certifies that the following paragraphs, unless modified by attachments are correct:

1. The proposed substitute does not affect dimensions shown on Drawings.

2. The undersigned will pay for changes to the building design, including engineering design, detailing, and construction costs caused by the requested substitution.

3. The proposed substitution will have no adverse affect on other contractors, the construction schedule, or specified warranty requirements. (If proposed substitution affects construction schedule, indicate below using + or -)

_____ CONSECUTIVE CALENDAR DAYS

4. Maintenance and service parts will be locally available for the proposed substitution.

The undersigned further states that the function, appearance, and quality of the proposed substitution are equivalent or superior to the specified item, and agrees to reimburse the OWNER for the charges of the ENGINEER for evaluating this proposed substitute item.

E. Signature: _____

Firm: _____

Address: _____

_____

Telephone: _____ Date: _____

Attachments: _____

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_____

For use by ENGINEER:

_____Accepted as evidenced by affixed SHOP DRAWING REVIEW stamp.
_____Accepted as evidenced by included CHANGE ORDER.
_____Not accepted as submitted. See Remarks.
_____Acceptance requires completion of submittal as required for SHOP DRAWINGS.
_____Not accepted. Do not resubmit.

By: _____ Date: _____

Remarks: _____

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APPLICATION FOR USE OF "OR-EQUAL" ITEM

TO: _____

PROJECT: _____

SPECIFIED ITEM:

_____	_____	_____
Page	Paragraph	Description

A. The undersigned requests consideration of the following as an "or-equal" item in accordance with Article 6.05 of the General Conditions.

_____

B. Change in Contract Price (indicate + or -) $ _____

C. Attached data includes product description, specifications, drawings, photographs, references, past problems and remedies, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified. For consideration of the attached data as SHOP DRAWINGS, submittal shall be in accordance with requirements of Section 01061.

D. Signature:

_____

Firm:

_____

Address:

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Telephone: _____ Date: _____

Attachments: _____

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For use by ENGINEER:

_____Accepted as evidenced by affixed SHOP DRAWING REVIEW stamp.
_____Accepted as evidenced by included CHANGE ORDER.
_____Not accepted as submitted. See Remarks.
_____Acceptance requires completion of submittal as required for SHOP DRAWINGS.
_____Not accepted. Do not resubmit.

By: _____ Date: _____

Remarks: _____

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END OF SECTION 013323

SECTION 013543 - ENVIRONMENTAL PROTECTION

PART 1 - GENERAL

1.1 UNNECESSARY NOISE, DUST AND ODORS

A. The Contractor's performance of this contract shall be conducted so as to eliminate all unnecessary noise, dust and odors.

1.2 SEWAGE, SURFACE AND FLOOD FLOWS

A. The Contractor shall take whatever action is necessary to provide all necessary tools, equipment and machinery to adequately handle all sewage, surface flows and flood flows which may be encountered during the performance of the work. The entire cost of and liability for handling such flows is the responsibility of the Contractor and shall be included in the price for the appropriate item.

1.3 WORK IN FREEZING WEATHER

A. Written permission from the Engineer shall be obtained before any work is performed which, in the judgment of the Engineer, may be affected by frost, cold, or snow. When work is performed under such conditions, the Contractor shall provide facilities for heating the materials and for protecting the finished work.

1.4 POLLUTION CONTROL

A. It shall be the responsibility of the Contractor to prevent or limit pollution of air and water resulting from his operations.

B. 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. This work shall conform to all local ordinances and/or regulations, if any, and if not otherwise regulated by local ordinances or regulations shall at a minimum conform to the Ohio EPA General Storm Water NDPES Permit for Construction Activities.

C. Dust on unsurfaced streets of parking areas and any remaining dust on surfaced streets shall be controlled with calcium dust palliative as directed by the Owner.

D. The pollution control work shall conform to applicable portions of ODOT Items 616 and 832.

END OF SECTION 013543

SECTION 014223 - INDUSTRY STANDARDS

PART 1 - GENERAL

1.1 ABBREVIATIONS

A. Abbreviations, as used, designate the following:

AASHTO	-	American Association of State Highway and Transportation Officials
ACI	-	American Concrete Institute
AIEE	-	American Institute of Electrical Engineers
AISC	-	American Institute of Steel Construction
ANSI	-	American National Standards Institute
ASTM	-	American Society of Testing and Materials
AWWA	-	American Water Works Association
CMS	-	Construction and Material Specifications
NEMA	-	National Electrical Manufacturers Association
ODOT	-	Ohio Department of Transportation
ORC	-	Ohio Revised Code
UL	-	Underwriters Laboratories, Inc.

1.2 REFERENCE TO OTHER SPECIFICATIONS

A. Where reference is made to specifications such as ASTM, AWWA or AASHTO, the latest edition shall be used, unless otherwise noted on the plans or in the specifications.

1.3 CODES AND STANDARDS

A. All work provided for by these specifications must be installed according to the provisions of the State and local building codes, subject to inspection and acceptance by the State and local inspectors.

END OF SECTION 014223

SECTION 014323 - QUALIFICATIONS OF TRADESMEN

PART 1 - GENERAL

1.1 CHARACTER OF WORKMEN AND EQUIPMENT

A. The Contractor shall employ competent and efficient workmen for every kind of work. Any person employed on the work who shall refuse or neglect to obey directions of the Engineer or his representative, or who shall be deemed incompetent or disorderly, or who shall commit trespass upon public or private property in the vicinity of the work, shall be dismissed when the Engineer so orders, and shall not be re-employed unless express permission be given by the Engineer. The methods, equipment and appliances used on the work and the labor employed shall be such as will produce a satisfactory quality of work, and shall be adequate to complete the contract within the specified time limit.

B. In hiring of employees for the performance of work under this Contract, or any Subcontract hereunder, no Contractor or Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race, sex, creed or color, discriminate against any citizen of the State of Ohio in the work to which the employment relates. No Contractor, Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, sex or color.

END OF SECTION 014323

SECTION 015136 - TEMPORARY WATER AND DISTRIBUTION

PART 1 - GENERAL

1.1 WATER

A. The Contractor shall be responsible for an adequate supply of water suitable for his use for construction and drinking. At his own expense, he shall provide and maintain adequate supplies and supply lines in such locations and installed in such a manner as may be satisfactory to the Engineer.

END OF SECTION 015136

SECTION 015213 – FIRST AID

PART 1 - GENERAL

1.1 CONTRACTOR'S OFFICE

The Contractor shall keep on the work site, all articles necessary for giving "First Aid to the Injured". They shall also have standing arrangements for the immediate removal and hospital treatment of any employee or other person who may be injured on the work site.

END OF SECTION 015213

SECTION 015526 - TEMPORARY TRAFFIC CONTROL DEVICES

PART 1 - GENERAL

1.1 BARRICADES, SIGNS AND LIGHTS

A. The Contractor shall employ watchmen on the work when and as necessary. The Contractor shall erect and maintain such strong and suitable barriers and such lights as will effectively prevent the occurrence of any accident to health, limb or property. Lights shall be maintained between the hours of one-half (1/2) hour after sunset and one-half (1/2) hour before sunrise.

B. No manhole, trench, excavation will be left open awaiting connection or removal at a later date by the Contractor's forces or others but shall be temporarily backfilled and resurfaced if applicable with a temporary pavement passable to traffic at no additional cost to the Owner.

C. In addition to other safety requirements, a minimum of four (4) foot high fence will be incorporated around any shaft or manhole or other excavation left open at the end of a day's work.

1.2 MAINTENANCE OF TRAFFIC

A. The Contractor is required to provide maintenance of traffic in conformance with the Ohio Manual of Uniform Traffic Control Devices and Item 614 of the current Construction and Material Specifications of the Ohio Department of Transportation.

B. This work shall include providing suitable and satisfactorily trained and properly attired flagmen for use at any location where existing roadway is narrowed to a width of less than 2 full lanes (18 feet).

C. The Contractor is also responsible for maintaining local access to all residences and businesses along the route of the construction and to provide whatever temporary materials are necessary to provide a safe, adequate drive surface.

D. At all boring locations, Contractor shall provide suitable flashers, barricades, and traffic control devices as may be deemed necessary by the Engineer or the responsible authority in the case of the Department of Transportation, Turnpike Commission, or affected railroad. This may extend to maintain facilities on a 24-hour basis until such time as the areas are completely backfilled.

END OF SECTION 015526

SECTION 015713 - TEMPORARY EROSION CONTROL

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Furnishing all labor, materials, tools, equipment and services for the temporary soil erosion and sediment control work as indicated.

B. Coordinating the temporary pollution and erosion control with work of all other trades.

C. Reducing to the greatest extent practicable the area and duration of exposure of readily erodible soils.

D. Protecting the soils by use of temporary vegetation or mulch or by accelerating the establishment of permanent vegetation.

E. Mechanically retarding the rate of runoff from the construction site and control disposal of runoff.

F. Traping all sediment resulting from construction in temporary or permanent debris basins.

G. Using temporary measures to keep erosion under control if construction is suspended for any appreciable length of time.

H. Providing protection against chemical, fuel, or lubricant spills, and sewage pollutants.

I. Protecting project and existing structures from surface water damage due to utility line excavations.

J. Controlling soil erosion and sedimentation by use of silt fences, dikes, ditches, slope protection, sediment pits, basins, dams, slope drains, coarse aggregate, mulches, sod, grasses, filter fabrics, and other erosion control devices or methods.

1.2 UNIT PRICES

A. Work under this section is incidental to work covered under other sections of these Specifications and shall be paid as work incidental to those items.

1.3 SUBMITTALS

A. Product Data
   1. Filter fabric

B. Shop Drawings

C. Samples

D. Quality Control Submittals
   1. Design Data
   2. Test Reports
   3. Certificates
      a. Seed
      b. Fertilizer
      c. Limestone
   4. Manufacturers Instructions

E. Contract Closeout Submittals
   1. Project Record Documents

1.4 QUALITY ASSURANCE

A. Qualifications

B Regulatory Requirements

C. Certifications

D. Field Samples

E. Mock-ups

F. Pre-Installation Conference

1.5 DELIVERY, STORAGE, AND HANDLING

A. Packing and Shipping
   1. Deliver grass seed, fertilizer and limestone in original containers labeled with content analysis.

B. Acceptance at Site

C. Storage and Protection

1.6 PROJECT CONDITIONS

A. Environmental Requirements

B. Existing Conditions

C. Field Measurements

1.7 SEQUENCING AND SCHEDULING

A. All temporary control measures as shown on the Drawings, called for in these Specifications or ordered by the Engineer shall remain in effect during the life of the contract to control soil erosion, sedimentation and water pollution.

1.8 MAINTENANCE

A. Maintenance Service

B. Extra Materials

PART 2 - PRODUCTS

2.1 SEED

A. Provide fresh, clean, new crop seed complying with tolerance for purity and germination established by Official Seed Analysts of North America.

B. All areas of temporary seeding shall be seeded with grass as shown in the following table:

March 1 - August 15	Per 1000 Square Feet	Per Acre
Oats	3 lbs.	4 bu.
Perenial Ryegrass	1 lb.	40 lbs.
Tall Fescue	1 lb.	40 lbs.

August 16 - November 1*	Per 1000 Square Feet	Per Acre
Rye	3 lbs.	2 bu.
Wheat	3 lbs.	2 bu.
Perenial Ryegrass	1 lb.	40 lbs.
Tall Fescue	1 lb.	40 lbs.

* After November 1, use mulch only

2.2 ORGANIC MULCH

A. Select mulch material based on site requirements, availability of materials and availability of labor and equipment. The following are the minimum rates:

	Rates		
Mulch	Per Acre	Per 1000 ft^2	Notes
Straw (temporary only)	2 tons	90 lbs.	Free from weeds and coarse matter. Must be anchored. Spread with mulch blower or by hand.
Wood Chips (permanent or temporary)	400 $yds.^3$	9 - 10 $yds.^3$	Apply approx. 3" deep. Treat with 12 lbs. of nitrogen per ton. Do not use on firm turf areas. Apply with mulch blower, chip handler, or by hand.
Bark Chips or Shredded Bark (temporary mulch only)	70 $yds.^3$	1½ - 2 $yds.^3$	Do not use in fine turf areas. Apply about ½" thick. Apply with a mulch blower or by hand.

2.3 FERTILIZER

A. All fertilizer shall be manufactured from cured stock and organic sources. Chemical elements shall be accurately proportioned, uniformly mixed, and delivered to the site in factory-sealed containers fully labeled, bearing the name or trademark and warranty of the manufacturer. Commercial fertilizer for lawn sodding shall be dry or liquid compounds of 12-12- 12 analysis, meeting applicable requirements of State and Federal laws.

2.4 LIMESTONE

A. All limestone shall be ground agricultural grade dolomitic limestone containing at least 10 percent magnesium oxide with a minimum total neutralizing power of 90, with at least 40 percent passing a No. 100 sieve and at least 95 percent passing a No. 8 sieve.

2.5 WATER

A. All irrigation water shall be clean and free from injurious amounts of oil, acid, alkali, or other deleterious substances.

2.6 DITCH CHECKS

A. Temporary ditch checks shall consist of coarse aggregate dikes.

2.7 INLET FILTERS

A. Temporary inlet filters and silt fences shall be adequately supported as detailed on the drawings.

2.8 SLOPE DRAINS

A. Temporary slope drains shall consist of pipe, coarse aggregate, riprap, rock channel protection, mats, plastic sheets or other materials approved by the Engineer. Sediment pits may be included as part of slope drain protection.

2.9 FILTER FABRIC

A. Synthetic filter fabric shall be a pervious sheet of propylene, nylon, polyester or ethylene yarn and shall be certified by the manufacturer or supplier as conforming to the following requirements:

Physical Property	Requirements
Filtering Efficiency	75% (min.)
Tensile Strength at 20% (max.) Elongation *	Extra Strength - 50 lbs./lin. in. (min.)
	Standard Strength - 30 lbs./lin. in. (min.)
Flow Rate	0.3 gal./sq.ft./min. (min.)

*Requirements reduced by 50 percent after 6 months of installation.

B. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of 6 months of expected usable construction life at a temperature range of 0° F to 120° F.

2.10 BURLAP

A. Burlap shall be 10 ounce per square yard fabric.

2.11 FILTER SUPPORTS AND REINFORCING

A. Posts for silt fences shall be either 4" diameter wood or 1.33 pounds per linear foot steel with a minimum length of 5 feet. Steel posts shall have projections for fastening wire to them.

B. Stakes for filter barriers shall be 1" x 2" wood (preferred) or equivalent metal with a minimum length of 3 feet.

C. Wire fence reinforcement for silt fences using standard strength filter cloth shall be a minimum of 42 inches in height, a minimum of 14 gauge and shall have a maximum mesh spacing of 6 inches.

PART 3 - EXECUTION

3.1 CONSTRUCTION REQUIREMENTS

A. The Contractor shall limit the surface area of erodible earth material exposed by clearing and grubbing; the surface area of erodible earth material exposed by excavation; borrow; and fill operations; and provide immediate permanent or temporary control measures to prevent contamination of adjacent streams or other areas of water impoundment. Such work will involve the construction of temporary ditch checks, filters, benches, dikes, slope drains, and use of temporary mulches, mats, seeding or other control devices or methods necessary to control erosion and sedimentation.

B. The Contractor shall incorporate all permanent erosion control features into the Work at the earliest practicable time. Except where future construction operations will damage slopes, the Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available. This will require the establishing of final grades as shown on the Drawings and application of agricultural limestone, commercial fertilizer, seeding and mulching or sodding . When directed by the Engineer, temporary fertilizer, seeding and mulching materials shall be used. In general, the Contractor shall temporarily seed all disturbed areas within seven (7) days if they are to remain dormant for more than forty- five (45) days. Permanent soil stabilization shall be applied to disturbed areas within seven (7) days after final grade is reached on any portion of the site.. Temporary control measures will be used when and as directed by the Engineer to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

C. Where erosion is likely to be a problem, clearing and grubbing operations should be so scheduled and performed that grading operations and permanent erosion control features can follow immediately thereafter if the project conditions permit; otherwise temporary erosion control measures will be required between successive construction stages.

D. The Engineer will limit the area of excavation, borrow and embankment operations in progress commensurate with the Contractor's capability and progress in keeping the finished grading, mulching, seeding, and other such permanent control measures current in accordance with the accepted schedule. Mulching, seeding, and other such

permanent control measures shall be applied after completion of a vertical eight (8) feet of embankment or cut, unless otherwise directed by the Engineer. Should seasonal limitations or embankment make such coordination unrealistic, temporary erosion control measures shall be taken immediately.

E. The Engineer may increase or decrease the allowable amount of surface area or erodible earth material to be exposed at one time by clearing and grubbing, excavation, borrow and fill operations as determined by his analysis of project conditions. Factors such as soil erodibility, slope, cut or fill height, exposed area contributing to a watercourse and weather will be considered in this determination.

F. In the event of conflict between these requirements and pollution control laws, rules, or regulations or other Federal, State or local agencies, the more restrictive laws, rules or regulations shall apply.

G. Temporary seeding areas shall be fertilized at a rate of 12-15 pounds per 1000 square feet of 10-10-10 or 12-12-12 analysis or equal.

H. When directed by the Engineer, the seed bed shall be thoroughly watered to maintain adequate moisture in the upper four (4) inches of soil, necessary to promote proper root growth.

I. When directed by the Engineer, temporary seeded areas shall be mowed when grass exceeds four (4) inches in height.

J. Temporary erosion control features shall be acceptably maintained and shall subsequently be removed or replaced when directed by the Engineer.

K. Removed materials shall become the property of the Contractor and shall be disposed of off the site at the Contractor's expense.

3.2 PERFORMANCE

A. If, in the opinion of the Engineer and Owner, proper control of soil erosion and sedimentation is not being provided by the Contractor, the Owner may take all necessary steps to provide corrective measures and the cost of such services will be deducted from any money which may be due or become due the Contractor.

B. Control work performed for protection of construction areas outside the construction site, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites shall be considered as a subsidiary obligation of the Contractor, with all necessary control costs included in the contract price.

C. In the event that temporary erosion and sediment control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled, and are ordered by the Engineer, such temporary work shall be performed by the Contractor at his expense.

3.3 SILT FENCE

A. The height of a silt fence shall not exceed 36 inches (higher fences may impound volumes of water sufficient to cause failure of the structure).

B. The filter fabric shall be purchased in a continuous roll cut to the length of the barrier to avoid the use of joints. When joints are necessary, filter cloth shall be spliced together only at a support post, with a minimum six (6) inches overlap and securely sealed.

C. Posts shall be spaced a maximum of ten (10) feet apart at the barrier location and driven securely into the ground (minimum of 12 inches). When extra strength fabric is used without the wire support fence, post spacing shall not exceed six (6) feet.

D. A trench shall be excavated approximately four (4) inches wide and four (4) inches deep along the line of posts and upslope from the barrier.

E. When standard strength filter fabric is used, a wire mesh support fence shall be fastened securely to the upslope side of the posts using heavy duty wire staples at least one (1) inch long, tie wires or hog rings. The wire shall extend into the trench a minimum of two (2) inches and shall not extend more than 36 inches above the original ground surface.

F. The standard strength filter fabric shall be stapled or wired to the fence, and eight (8) inches of the fabric shall be extended into the trench. The fabric shall not extend more than 36 inches above the original ground surface. Filter fabric shall not be stapled to existing trees.

G. When extra strength filter fabric and closer post spacing are used, the wire mesh support fence may be eliminated. In such a case, the filter fabric is stapled or wired directly to the posts with all other provisions of Subparagraph F above applying.

H. The trench shall be backfilled and soil compacted over the filter fabric.

I. Silt fences shall be removed when they have served their purpose, but not before the upslope area has been permanently stabilized.

J. Silt fences and filter barriers shall be inspected immediately after each rainfall and at least daily during prolonged rainfall. Any required repairs shall be made immediately.

K. Should the fabric on a silt fence or filter barrier decompose or become ineffective prior to the end of the expected usable life and the barrier is still necessary, the fabric shall be replaced promptly.

L. Sediment deposits should be removed after each storm event. They must be removed when deposits reach approximately one-half the height of the barrier.

M. Any sediment deposits remaining in place after the silt fence or filter barrier is no longer required shall be dressed to conform with the existing grade, prepared and seeded.

3.4 TEMPORARY MULCHING

A. Application
   1. Mulch materials shall be spread uniformly, by hand or machine.
      a. When spreading straw mulch by hand, divide the areas to be mulched into approx. 1000 sq. ft. sections and place approx. 90 lbs. of straw in each section to facilitate uniform distribution.

B. Mulch Anchoring
   1. Straw mulch shall be anchored immediately after spreading to prevent windblow. One of the following methods of anchoring straw shall be used:
      a. Mulch anchoring tool
         1. This is a tractor-drawn implement (mulch crimper, serrated straight disk or dull farm disk) designed to punch mulch approximately two(2) inches into the soil surface. This method provides maximum erosion control with straw. It is limited to use on slopes no steeper than 3:1, where equipment can operate safely. Machinery shall be operated on the contour.
      b. Liquid mulch binders
         1. Application of liquid mulch binders and tackifiers should be heaviest at edges of areas and at crests of ridges and banks, to prevent windblow. The remainder of the area should have binder applied uniformly. Binders may be applied after mulch is spread; however, it is recommended to be sprayed into the mulch as it is being blown onto the soil. Applying straw and binder together is the most effective method.
         2. The following type of binder may be used:
            a.) Asphalt - any type of asphalt thin enough to be blown from spray equipment is satisfactory. Recommended for use are rapid curing (RC-80, RC-250, RC-800), medium curing (MC-250, MC-800) and emulsified asphalt (SS-1, MS-2, RS-1 and RS-2). Apply asphalt at 4 gal./1000 $ft.^2$, 600 gal./acre. Do not use heavier applications as it may cause the straw to "perch" over rills.
            b.) Wood Fiber - wood fiber hydroseeder slurries may be used to tack straw mulch.
      c. Mulch nettings
         1. Lightweight plastic, cotton or paper nets may be stapled over the mulch according to manufacturer's recommendations.

C. Chemical Mulches

1. Chemical mulches may be used alone only in the following situations:
   a. Where no other mulching material is available.
   b. In conjunction with temporary seeding during the times when mulch is not required for that practice.
2. Chemical mulches may be used to bind other mulches or with wood fiber in a hydroseeded slurry at any time. Manufacturer's recommendations for application of chemical mulches shall be followed.

D. Nets and Mats

1. Nets may be used alone on level areas, on slopes no steeper than 3:1, and in waterways.
2. When mulching is done in late fall or during June, July and August, or where soil is highly erodible, net should only be used in conjunction with an organic mulch such as straw.
3. When net and organic mulch are used together, the net should be installed over the mulch except when the mulch is wood fiber. Wood fiber may be sprayed on top of the installed net.
4. Excelsior blankets are considered protective mulches and may be used alone on erodible soils and during all times of the year.
5. Other products designed to control erosion shall conform to manufacturer's specification and should be applied in accordance with manufacturer's instructions provided those instruction are at least as stringent as this specification.
6. Staples will be made of plain iron wire, No. 8 gauge or heavier, and will be six (6) inches or more in length.
7. Prior to installation:
   a. Shape and grade as required the waterway, channel, slope or other area to be protected.
   b. Remove all rocks, clods or debris larger than two (2) inches in diameter that will prevent contact between the net and the soil surface.
   c. When open-weave nets are used, lime, fertilizer and seed may be applied either before or after laying the net. When excelsior matting is used, they must be applied before the mat is laid.
8. Laying the Net:
   a. Start laying the net from top of channel or top of slope and unroll down-grade.
   b. Allow to lay loosely on soil - do not stretch.
   c. To secure net: Upslope ends of net should be buried in a slot or trench no less than six (6) inches deep. Tamp earth firmly over net. Staple the net every twelve (12) inches across the top end.
   d. Edges of net shall be stapled every three (3) feet. Where two strips of net are laid side by side, the adjacent edges shall be overlapped three (3) inches and stapled together.
   e. Staples shall be placed down the center of net strips at 3-foot intervals. Do not stretch net when applying staples.

9. Joining strips
    a. Insert new roll of net in trench, as with upslope ends of net. Overlap the end of the previous roll eighteen (18) inches, turn under six (6) inches and staple across end of roll just below anchor slot and at the end of the turned-under net every twelve (12) inches.
10. At bottom of slopes
    a. Lead net out onto a level area before anchoring. Turn ends under six (6) inches and staple across end every twelve (12) inches.
11. Check slots
    a. On highly erodible soils and on slopes steeper than 4:1, erosion check slots should be made every fifteen (15) feet. Insert a fold of net into a six (6) inch trench and tamp firmly. Staple at twelve (12) inch intervals across the downstream portion of the net.
12. Rolling
    a. After installation, stapling and seeding, net should be rolled to ensure firm contact between net and soil.
13. All mulches should be inspected periodically, in particular after rainstorms, to check for rill erosion. Where erosion is observed, additional mulch should be applied. Net should be inspected after rainstorms for dislocation or failure. If washouts or breakage occur, re- install net as necessary after repairing damage to the slope. Inspections should take place up until grasses are firmly established. Where mulch is used in conjunction with ornamental plantings, inspect periodically throughout the year to determine if mulch is maintaining coverage of the soil surface; repair as needed.

3.5 TEMPORARY SEEDING

A. Site Preparation
1. Grade as needed and feasible to permit the use of conventional equipment for seedbed preparation, seeding, mulch application and anchoring.
2. Install the needed erosion control practices prior to seeding such as diversions, temporary waterways for diversion outlets and sediment basins.

B. Seedbed Preparation
1. Lime (in lieu of a soil test recommendation) shall be applied on acid soil (pH 5.5 or lower) and subsoil at a rate of 100 pounds per 1000 square feet or two tons per acre of agricultural ground limestone. For best results, make a soil test.
2. Fertilizer (in lieu of a soil test recommendation) shall be applied at a rate of 12-15 pounds per 1000 square feet or 500-600 pounds per acre of 10-10-10 or 12-12-12 analysis or equivalent.
3. Work the lime and fertilizer into the soil with a disk harrow, springtooth harrow or similar tools to as depth of two inches. On sloping areas, the final operation shall be on the contour.

C. Seeding
1. Apply the seed uniformly with a cyclone seeder, drill, cultipacker seeder or hydroseeder (slurry may include seed and fertilizer) preferably on a firm,

moist seedbed. Seed wheat or rye no deeper than one (1) inch. Seed ryegrass no deeper than one-fourth (¼) inch.

2. When feasible, except where a cultipacker type seeder is used, the seedbed should be firmed following seeding operations with a cultipacker, roller or light drag. On sloping land, seeding operations should be on the contour wherever possible.

D. Mulching

1. Mulch shall be applied to protect the soil and provide a better environment for plant growth.
2. Mulch shall consist of small grain straw (preferably wheat or rye) and shall be applied at the rate of two tons per acre or 100 pounds (two to three bales) per 1000 square feet.
3. Spread the mulch uniformly by hand or mechanically so the soil surface is covered.
4. Mulch Anchoring Methods
   a. Mechanical - use a disk, crimper or similar type tool set straight to punch or anchor the mulch material into the soil.
   b. Asphalt Emulsion - apply at the rate of 160 gallons per acre into the mulch as it is being applied.
   c. Mulch Nettings - use according to the manufacturer's recommendations. Use in areas of water concentration to hold mulch in place.

E. Irrigation

1. If soil moisture is deficient, supply new seedings with adequate water for plant growth until they are firmly established. This is especially true when seedings are made late in the planting season, in abnormally dry or hot seasons, or on adverse sites.

END OF SECTION 015713

SECTION 016600 - PRODUCT HANDLING AND PROTECTION

PART 1 - GENERAL

1.1 DELIVERY AND STORAGE OF MATERIALS

A. The Contractor shall be responsible for delivery and storage of all materials.

B. The Contractor shall coordinate with the Engineer on the arrangement for storing construction materials and equipment. Deliveries of all construction materials and equipment should be made at suitable times.

C. The Contractor shall store all materials required for the performance of this contract at sites designated by the Engineer.

D. All stockpiles shall be neat, compact, completely safe, and barricaded with warning lights if necessary.

E. Precautions shall be taken so that no shade trees, shrubs, flowers, sidewalks, driveways or other facilities will be damaged by the storage of materials. The Contractor shall be responsible for the restoration of all stockpile sites to their original condition.

F. Materials, tools and machinery shall not be piled or placed against shade trees, unless they shall be amply protected against injury therefrom. All materials, tools, machinery, etc. stored upon public thoroughfares must be provided with red lights at night time so as to warn the traffic of such obstruction.

G. Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, shall again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection. Approved portions of the construction site may be used for storage purposes and for the placing of the Contractor's plant and equipment, but any additional space required therefore must be provided by the Contractor at his expense. Private property shall not be used for storage purposes without written permission of the property owner or lessee, and copies of such written permission shall be furnished the Engineer. All storage sites shall be restored to their original condition by the Contractor at his expense.

END OF SECTION 016600

SECTION 017800 - FINAL COMPLIANCE AND SUBMITTALS

PART 1 - GENERAL

1.1 The following forms and related sign-offs shall be documented in accordance with provisions of the contract. These forms shall be completed by the Contractor and approved by the Owner before final retainer is approved for release. Forms for Items A to E will be attached to the Contractor's executed copy of the contract.

A. Certificate of Substantial Completion (To be submitted at time of Substantial Completion).

B. Contractor's Certification of Completion.

C. Contractor's Affidavit of Prevailing Wage.

D. Consent of Surety Company for Final Payment.

E. Affidavit of Final Acceptance Date and Correction Period.

F. Before the OWNER will approve and accept the work and release the retainer, the CONTRACTOR will furnish the OWNER a written report indicating the resolution of any and all property damage claims filed with the CONTRACTOR by any party during the construction period. The information to be supplied shall include, but not be limited to, name of claimant, date filed with CONTRACTOR, name of insurance company and/or adjuster handling claim, how claim was resolved and if claim was not resolved for the full amount, a statement indicating the reason for such action.

END OF SECTION 017800

SECTION 017821 - CLEANING AND PROTECTION

PART 1 - GENERAL

1.1 GENERAL

A. On or before the completion date for the work, the Contractor shall tear down and remove all temporary structures built by him, all construction plant used by him, and shall repair and replace all parts of existing embankments, fences or other structures which were removed or injured by his operations or by the employees of the Contractor. The Contractor shall thoroughly clean out all buildings, sewers, drains, pipes, manholes, inlets and miscellaneous and appurtenant structures, and shall remove all rubbish leaving the grounds in a neat and satisfactory condition.

B. As circumstances require and when ordered by the Engineer, the Contractor shall broom sweep and/or hose-wash the hard surface of the road, or any driveway or sidewalk on which construction activity under this contract has resulted in dirt or any other foreign material being deposited.

C. Failure to comply with this requirement when ordered by the Engineer or his representative, may serve as cause for the Engineer to stop the work and to withhold any monies due the Contractor until such order has been complied with to the satisfaction of the Engineer.

D. As the work progresses, and as may be directed, the Contractor shall remove from the site and dispose of debris and waste material resulting from his work. Particular attention shall be given to minimizing any fire and safety hazard from form materials or from other combustibles as may be used in connection with the work, which should be removed daily.

END OF SECTION 017821

SECTION 017839 - PROJECT RECORDS, DRAWINGS

PART 1 - GENERAL

1.1 RECORD DRAWINGS

A. The Contractor shall furnish an authentic set of marked-up drawings showing the installation insofar as the installation shall have differed from the Engineer's drawings. The drawings shall be delivered to the Engineer for making revisions to the original drawings immediately after final acceptance by the Owner.

B. The Contractor shall furnish dimensioned drawings indicating locations of all underground mechanical and electrical facilities.

1.2 SERVICE CONNECTION RECORDS

A. The Contractor shall record the location of all service and property connections, new or existing, made to utilities constructed under this contract. Such records shall be turned over to the Owner upon completion of the work. The cost of making such records shall be included in the various unit or lump sum prices stipulated for the various items of the work.

B. The location of each sewer connection as measured along the sewer from the nearest downstream manhole and its description with respect to the sewer shall be recorded. The record shall include the depth of new stubs for future connections and the depth of existing connections as measured from the surface grade. Also, the use of any vertical riser pipe shall be noted.

C. The location of each water connection as measured along the water line from the nearest fire hydrant.

END OF SECTION 017839

SECTION 310000 - EARTHWORK

PART 1 - GENERAL

1.1 SUMMARY

A. The Work covered by this Section shall include all excavation, trenching and related work for the construction of the designated structures and pipelines, backfill and other incidental work.

B. The Work covered by this Section consists of:
1. making all necessary excavations for the construction of all Work;
2. preparing subgrade for foundations, slabs, walks, and pavements;
3. doing all pumping, fluming, and dewatering necessary to keep the trenches and other excavation free from water;
4. providing for uninterrupted flow of existing drains and sewers, and the disposal of water from any sources during the progress of the Work;
5. supporting and protecting all trench walls, structures, pipes, conduits, culverts, posts, poles, wires, fences, buildings and other public and private property adjacent to the Work;
6. removing and replacing existing sewers, culverts, pipelines and bulkheads where necessary;
7. removing after completion of the Work all sheeting and shoring or other soil support materials not necessary to support the sides of trenches;
8. removing and disposing all surplus excavated material;
9. doing all backfilling and grading, of compacting backfill to limits specified or ordered by the Engineer;
10. restoring all property damaged as a result of the Work involved in this Contract.

C. The Work includes transporting surplus excavated materials not needed for backfill at the location where the excavation is made, to other parts of the Work where filling is required, and disposal of all types of surplus material off the site.

1.2 RELATED DOCUMENTS AND SECTIONS

A. Section 013319 – Field Testing Requirements

B. Section 015713 - Temporary Erosion Control

1.3 DEFINITIONS

A. Backfill: Soil or granular materials used to fill an excavation.
1. Initial Backfill: Backfill placed beside and over pipe in a trench, not including haunches to support sides of pipe.
2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Bedding: Layer placed over the excavated subgrade in a trench before laying pipe.

C. Borrow: Satisfactory soil imported for use as fill or backfill.

D. Excavation: Removal and disposal of material encountered above subgrade or foundation elevations.
   1. Additional Excavation: Excavation below subgrade or foundation elevations as directed by Engineer.
   2. Trench: Narrow linear excavation
   3. Unauthorized Excavation: Excavation below subgrade or foundation elevations or beyond indicated dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.
   4. Unclassified Excavation: Excavation to subgrade elevations regardless of the character of surface or subsurface conditions encountered, including rock, soil materials and obstructions.

E. Embankment: A structure consisting of soil, granular material, shale, rock, or other approved material, constructed in layers to a predetermined elevation and cross-section.

F. Granular materials: Natural aggregate, such as broken or crushed rock, gravel, or sand that can be readily incorporated into an 8-inch layer, and in which at least 65% by weight of the grains or particles are retained in a No. 200 sieve.

G. Laboratory Dry Weight: The maximum laboratory dry weight shall be the weight provided by the laboratory when the sample is tested in accordance with ASTM D-698 Method A, C, or D.

H. Optimum Moisture: The water content at which the maximum density is produced in a soil by a given compaction effort (ASTM D-698).

I. Pavement Prism: Also referred to as the zone of influence. The area below a line drawn 45 degrees to the horizontal from the surface at the edge of pavement, sidewalk or curb.

J. Pipe Embedment: The material placed in a trench surrounding a pipe or conduit consisting of the foundation, bedding, haunching, and initial backfill.

K. Rock: Rock material in beds, ledges, unstratified masses, and conglomerate deposits and boulders of rock material one (1) cu. yd. or more in volume that when tested by an independent geotechnical testing agency, according to ASTM D 1586, exceeds a standard penetration resistance of 100 blows/2 inches.

L. Shale: Laminated material, formed by the consolidation in nature of soil, having a finely stratified structure. For the purpose of these specifications, the following bedrock types shall also be considered shale: mudstone, claystone, siltstone and hard clay.

M. Soil: All earth materials, organic or inorganic, which have resulted from natural processes such as weathering, decay, and chemical reaction.

N. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, pavement, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

O. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage course, or topsoil materials.

P. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.4 SUBMITTALS

A. Comply with all provisions of Section 013323, Shop Drawings and Submittals.

B. Product Data: For the following:
1. Source-locations of all materials shall be identified to the Engineer.
2. Source quality laboratory test of all fill materials as required to show compliance with material specifications.

C. Shop Drawings: Submit information for the following items:

1. Sheeting and bracing *(prepared and stamped by a professional engineer, registered in the State of Ohio)*.
2. Dewatering system and standby equipment *(prepared and stamped by a professional engineer, registered in the State of Ohio)*.
3. Cofferdams *(prepared and stamped by a professional engineer, registered in the State of Ohio)*.
4. Protection methods anticipated *(prepared and stamped by a professional engineer, registered in the State of Ohio)*.
5. Underpinning *(prepared and stamped by a professional engineer, registered in the State of Ohio)*.
6. Excavation procedures *(prepared and stamped by a professional engineer, registered in the State of Ohio)*.

1.5 REFERENCES

A. AASHTO M 43 Standard Specification for Size of Aggregate for Road and Bridge Construction

B. ASTM C-150 Standard Specification for Portland Cement

C. ASTM C-618 Standard Specification for Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete

D. ASTM D-698 Standard Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 5.5-lb (2.49-kg) Rammer and 12-in. (305-mm) Drop

E. ASTM D-1586 Standard Method for Penetration Test and Split-Barrel Sampling of Soils

F. ASTM D-2487 Standard Test Method for Classification of Soils for Engineering Purposes

G. ASTM D-2940 Standard Specification for Graded Aggregate Material for Bases or Subbases for Highways or Airports

H. ASTM D-4253 Standard Test Method for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table

I. ASTM D-4254 Standard Test Method for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density

J. State of Ohio - Department of Transportation - Construction and Material Specifications, Item 304, Aggregate Base.

K. State of Ohio - Department of Transportation - Construction and Material Specifications, Material Detail 703.16, Suitable Materials for Embankment Construction.

L. State of Ohio - Department of Transportation - Construction and Material Specifications, Material Detail 703.02.A.2, Fine Aggregate for Portland Cement Concrete

1.6 QUALITY ASSURANCE

A. Qualifications

B. Regulatory Requirements

C. Certifications

D. Field Samples

E. Mock-ups

F. Pre-Construction Conference

1.7 PROJECT CONDITIONS

A. Environmental Requirements

B. Existing Conditions

1. Existing ground elevations of the site are shown by figures and/or by contours on the Drawings. The contours and elevations of the present ground are believed to be reasonably correct, but do not purport to be absolutely so, and, together with any schedule of quantities, are presented only as an approximation. The Contractor shall satisfy himself, however, by actual examination on the site of the Work, as to the existing elevations and contours, and the amount of work required.

C. Existing Utilities

1. Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Engineer and then only after arranging to provide temporary utility services according to requirements indicated.
2. Notify Engineer not less than two days in advance of proposed utility interruptions.
3. Do not proceed with utility interruptions without Engineer's written permission.
4. Contact utility-locator service for area where Project is located before excavating.

1.8 DELIVERY, STORAGE AND HANDLING

A. Deliver products to the site, store and protect under provisions of Section 016600, Product Handling and Protection.

B. Comply with all provisions of Section 013543, Environmental Protection.

1.9 SEQUENCING AND SCHEDULING

A. Refer to 013319 for testing laboratory service scheduling.

1.10 PROHIBITION OF EXPLOSIVES

A. The use of explosives is not permitted.

1.11 FIELD MEASUREMENTS

A. The Contract Drawings may indicate locations where certain utilities, structures or facilities might possibly interfere with the installation of new improvements. The Contractor shall dig such exploratory test pits as may be necessary to determine the exact location and elevation of the indicated subsurface structure and shall make acceptable provision for their protection, support and maintenance in operation. The Engineer shall be provided advance notification when and where excavation for test pits will take place. The Contractor shall provide the Engineer a record of field locations of all listed utilities, structures or facilities a minimum of five (5) days prior to initiating construction of the project. Locations and elevations are to be provided by a Surveyor registered in the State of Ohio.

PART 2 - PRODUCTS

2.1 GRANULAR PIPE EMBEDMENT

A. Crushed gravel or crushed limestone meeting AASHTO M 43 gradation shall be used for bedding, haunching, and initial backfill as shown on the Drawings.

2.2 SAND PIPE EMBEDMENT

A. Fine aggregate consisting of natural sand meeting the gradation requirements of ODOT Item 703.02.A.2 or shown on the Drawings. The material shall not be lumpy or frozen, and shall be free from slag, cinders, ashes, rubbish, and other deleterious or objectionable material. Sand shall not contain a total of more than 10% by weight of loam and clay.

2.3 ONSITE BACKFILL

A. Excavated soil material, capable of meeting specified compaction, and approved by the Engineer for use as backfill in designated locations.

B. Based upon subsurface investigation, the Owner does not guarantee the onsite soils in its present state consists of the proper moisture content to achieve the specified compaction without drying or adding water.

C. Unsuitable Backfill Material

1. Onsite materials that are unsuitable for backfill, unless otherwise specifically shown in the Drawings, include rock or other materials greater than six (6) inches in their largest dimension, pavement, rubbish, debris, wood, metal, plastic, frozen earth, and the following soils classified per ASTM D-2487:

Symbol	Description
OL	Organic silts and organic silty clays of low plasticity
MH	Inorganic silts, micaceous or diatomaceous fine sands or silts, elastic silts
CH	Inorganic clays of high plasticity, fat clays
OH	Organic clays of medium to high plasticity
PT	Peat, muck, and other highly organic soils

2.4 SPECIAL BACKFILL MATERIAL (ODOT Item 304)

A. Special backfill material shall meet the gradation requirements of ODOT Item 304 and shall consist of crushed gravel or crushed limestone in combination with natural sand or stone. The aggregate shall meet the following gradation requirements:

Sieve	Total Percent Passing
2 inch	100
1 inch	70-100
¾ inch	50-90
No. 4	30-60
No. 30	9-33
No. 200	0-15

2.5 LOW STRENGTH MORTAR BACKFILL

A. Low Strength Mortar shall comply with ODOT Item 613.

B. Submit test data that demonstrates that the proposed mix has a strength of 50 to 100 PSI at 28 days.

C. Each load shall be tested with 3 cylinders for strength test broken at 3, 7, and 28 days until the Engineer is assured that the mix will be between 50 to 100 PSI at 28 days. Thereafter, one set of strength tests shall be taken every 50 CY.

It is intended that the sand be fine enough to stay in suspension in the mixture to the extent required for proper flow. The Engineer reserves the right to reject the sand if a flowable mixture cannot be produced.

D. Mortar Mix Proportioning

1. The initial trial mixture shall be as follows:

Quantity of Dry Materials per Cubic Yard

Cement	100 lbs.
Fly Ash	250 lbs.
Sand (SSD)*	2700 lbs.
Water	500 lbs.

* saturated-surface dry

2. These quantities of materials are expected to yield approximately l cubic yard of mortar of the proper consistency. Adjustments of the proportions may be made providing the total absolute volume of the materials is maintained.

PART 3 - EXECUTION

3.1 PROTECTION

A. Excavation; Temporary Sheeting, Shoring, and Bracing
   1. All excavation shall be in accordance with the Occupation Safety and Health Administration (OSHA) regulations.
   2. The Contractor shall furnish and install adequate sheeting, shoring, and bracing to maintain safe working conditions, and to protect newly built work and all adjacent neighboring structures from damage by settlement.
   3. Bracing shall be arranged so as not to place a strain on portions of completed work until construction has proceeded enough to provide ample strength. Sheeting and bracing may be withdrawn and removed at the time of backfilling, but the Contractor shall be responsible for all damage to newly built work and adjacent and neighboring structures.
   4. All sheeting shall be removed unless specifically authorized in writing by the Engineer to be left in place.

B. Construction Sheeting Left in Place
   1. The Contractor shall furnish, install, and leave in place construction sheeting and bracing when specified or when indicated or shown on the Drawings.
   2. Any construction sheeting and bracing which the Contractor has placed to facilitate his work may be ordered in writing by the Engineer to be left in place. The right of the Engineer to order sheeting and bracing left in place shall not be construed as creating an obligation on his part to issue such orders. Failure of the Engineer to order sheeting and bracing left in place shall not relieve the Contractor of his responsibility under this Contract.

3.2 REPLACING, MOVING AND REPAIRING OF EXISTING UTILITIES

A. The Contractor shall:
   1. replace, move, repair and maintain all utilities and all other structures encountered in the work
   2. coordinate and communicate with applicable utility companies
   3. repair all damage done to any of the said structures and appurtenances through his acts or neglect and shall keep them in repair during the life of this contract. The Contractor shall in all cases leave them in as good condition as they were previous to the commencement of the work and to the satisfaction of the Engineer.

3.3 DEWATERING

A. Drainage and Removal of Water
   1. The Contractor shall dispose of water from the Work in a suitable manner without damage to adjacent property or structures.

2. The Contractor shall, when ordered by the Engineer, construct tight bulkheads across trench and provide pumps suitable for the removal of any water which may be encountered or which may accumulate in the trenches. Unless otherwise provided for in the Contract Documents, drainage water will not be permitted to flow through the conduit.
3. The trench shall be kept free from sewage and storm, surface, and subsurface water to at least 2 feet below the bottom of the excavation.
4. Where open water courses, ditches, or drain pipes are encountered during the progress of the Work, the Contractor shall provide protection and securing of the continuous flow in such courses or drains and shall repair any damage that may be done to them.

3.4 EXCAVATION CLASSIFICATION

A. All excavated materials are unclassified as defined in Article 1.3.

3.5 GENERAL EXCAVATION

A. All necessary excavation for buildings, structures, pavements, and site improvements shall be performed to accommodate the completion of all related Contract Work.

B. The Drawings show the horizontal and the lower limits of structures. The methods and equipment used by the Contractor when approaching the bottom limits of excavation shall be selected to provide a smooth surface and to prevent disturbing the soil below the bottom limits of excavation. All soil loosened during excavation shall be removed from the bottom of the excavation.

C. Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10 feet, and extending a sufficient distance from footings and foundations to permit placing and removal of concrete formwork, installation of services, other construction, and for inspection.

D. Excavation which is carried below the bottom limits of structures shall be classified as Unauthorized Excavation, unless said excavation below bottom limits of structures has been authorized by the Engineer prior to each occurrence.

D. Unauthorized Excavation shall be filled with Class B concrete to the bottom limits of structures. Under circumstances where structural integrity is not a factor, the Engineer may authorize the filling of Unauthorized Excavation with Low Strength Mortar Backfill or Special Backfill material compacted to 100% density as specified under the compaction requirements in this Section. Such work shall be at the cost of the Contractor.

3.6 TRENCH EXCAVATION

A. Excavation for trenches in which pipelines, sewers, and conduits are to be installed shall provide adequate space for workmen to space and joint pipe properly, but in every case the trench shall be kept to a minimum width. The width of trench shall not exceed the limits shown on the Drawings.

B. Excavation shall be to the depth necessary for placing of granular bedding material under the pipe as shown on the Drawings. If over-excavation occurs, the trench bottom shall be filled to grade with compacted granular bedding material.

C. Trenching operations shall not be performed beyond the distance that will be backfilled and compacted the same day.

E. In general, backfilling shall begin as soon as the conduit is in approved condition to receive it and shall be carried to completion as rapidly as possible. New trenching shall not be started when earlier trenches need backfilling or the surfaces of streets or other areas need to be restored to a safe and proper condition.

3.7 EXCAVATION OF UNSUITABLE MATERIALS

A. Unsuitable materials existing below the Contract bottom limits for excavation shall be removed as directed by the Engineer. Such excavation shall not exceed the vertical and lateral limits as prescribed by the Engineer.

B. In utility trenches, the voids left by removal of unsuitable excavated material shall be filled with AASHTO M 43 No. 1 and No. 2 aggregate conforming to the material requirements of Article 2.1 of this Section.

C. In excavations other than utility trenches, the voids left by removal of unsuitable excavated material shall be filled with material consisting or either: (1) Special Backfill Material; (2) Class B concrete; or (3) Low Strength Mortar Backfill, whichever is ordered by the Engineer.

D. Removal of unsuitable excavated material and its replacement as directed will be paid on basis of Contract Conditions relative to Changes in Work unless specific unit prices have been established for excavation of unsuitable material.

3.8 DISPOSAL OF UNSUITABLE AND SURPLUS MATERIAL

A. It shall be the responsibility of the Contractor to dispose of all surplus material that cannot be used in backfill or embankments at his expense outside the limits of the project. Unsuitable excavated material, including rock or large boulders, shall be disposed of outside the limits of the project.

B. Surplus material may be wasted adjacent to or incorporated in the regular construction only when ordered in writing by the Engineer.

3.9 BACKFILL

A. Pipelines, Sewers and Conduits

1. All pipe shall have bedding extending the width of the trench with depth in conformance with the Drawings. The bedding material shall be thoroughly compacted by tamping until no further densification is possible.
2. Pipe cover material shall be used for filling above the pipe bedding along the sides of the pipe and to a height of twelve (12) inches over the top of the pipe. The pipe cover material shall be brought up evenly on both sides of the pipe to eliminate the possibility of lateral displacement of the pipe and shall be thoroughly compacted by tamping until no further densification is possible. Care shall be taken to spade the aggregate under the pipe haunch below the spring line.
3. All trenches and excavations shall be backfilled immediately after pipe is laid therein, unless otherwise directed by the Engineer.
4. After the pipe cover has been placed and compacted around the pipe as specified above, the remainder of the trench may be backfilled by machine. The backfill material shall be deposited in eight (8) inch horizontal layers, and each layer shall be thoroughly compacted to the specified density by approved methods before a succeeding layer is placed. In no case will backfilling material from a bucket be allowed to fall directly on a pipe and in all cases the bucket must be lowered so that the shock of the falling earth will not cause damage.

B. Structures

1. Backfilling shall not commence before concrete has attained specified strength. Do not use equipment for backfilling and compaction operations against structures that will overload the structure.
2. Backfilling around and over structures shall be carefully placed and tamped with tools of suitable weight to a point one (1) foot above the top of same. Additional backfill may be required to protect the structure from damage from heavy equipment. Backfill shall be placed in uniform layers not exceeding eight (8) inches in depth. Each layer shall be placed, then carefully and uniformly compacted to the specified density so as to eliminate the possibility of displacement of the structure.
3. After the backfill has been placed and compacted around the structure to the height specified above, the remainder may be backfilled by machine. The backfill material shall be deposited in eight (8) inch horizontal layers, and each layer shall be thoroughly compacted to the specified density by approved methods before a succeeding layer is placed. In no case will backfilling material from a bucket be allowed to fall directly on a structure, and in all cases the bucket must be lowered so that the shock of the falling earth will not cause damage.

C. Where any new, proposed, or future pavement, driveway, parking lot, curb, curb and gutter, or walk is to be placed over a backfilled area, Special Backfill material shall be used for any portion of the trench falling within the pavement prism.

D. Where it is necessary to undercut or replace existing utility conduits and/or service lines, the excavation beneath such lines shall be backfilled the entire length with approved Granular Pipe Embedment Material compacted in place in eight (8) inch layers to the required density. The approved Granular Pipe Embedment Material shall extend outward from the spring line of the conduit a distance of two (2) feet on either side and thence downward at its natural slope.

3.10 LOW STRENGTH MORTAR BACKFILL

A. Low strength mortar backfill shall be discharged from the mixer as recommended by the supplier and approved by the Engineer.

B. Low strength mortar backfill may be placed in the trench in as few lifts as may be practical.

C. Secure conduit or pipelines before placing low strength mortar backfill to prevent conduits and pipelines from floating during backfilling.

D. For low strength mortar backfill placed against existing structures of unknown strength, backfill material shall be brought up uniformly in maximum 12 inch lifts and allowed to cure for a minimum of 24 hours or until it can carry a person's weight without leaving imprints before the next lift is placed.

E. Low strength mortar backfill shall be brought up to subgrade elevation or the pavement prism, whichever may be applicable.

3.11 SUBGRADE

A. All soil subgrade shall be prepared in accordance with this subsection.

B. Drainage
   1. The surface of the subgrade shall be maintained in a smooth condition to prevent ponding of water after rains to insure the thorough drainage of the subgrade surface at all times.

C. Unsuitable Subgrade
   1. Where unsuitable subgrade or subgrade not meeting the required bearing capacity is encountered in cuts, due to no fault or neglect of the Contractor, in which satisfactory stability cannot be obtained by moisture control and compaction, the unstable material shall be excavated to the depth required by the Engineer.
   2. Suitable material required for the embankment to replace the undercut will be paid on basis of Contract Conditions relative to changes in Work.
   3. Where soft subgrade in cuts is due to the failure of the Contractor to maintain adequate surface drainage as required in this article, or is due to any other fault or neglect of the Contractor, the unstable condition shall be corrected as outlined above at no expense to the Owner.

3.12 CONSTRUCTION WITH MOISTURE AND DENSITY CONTROL

A. All backfill shall be constructed using moisture and density control. All subgrade, except rock and shale in cut sections, shall be constructed using moisture and density control.

B. Backfill and subgrade material which does not contain sufficient moisture to be compacted in accordance with the requirements of Article 3.17 of this Section shall be sprinkled with water as directed by the Engineer to bring the moisture content to within the range of optimum plus or minus three (3) percent. Water shall be thoroughly incorporated into the material by means of discs or other approved equipment.

C. Backfill and subgrade material containing excess moisture shall be dried, prior to installation, to a moisture content not greater than three (3) percentage points above optimum, except that for material within the moisture content range specified herein that displays pronounced elasticity or deformation under the action of loaded construction equipment, the moisture content shall be reduced to optimum or below if necessary to secure stability. For subgrade material, these requirements for maximum moisture shall apply at the time of compaction of the subgrade and also at the time of placing pavement or subbase. Drying of wet soil shall be expedited by the use of plows, discs, or by other approved methods when so ordered by the Engineer.

3.13 COMPACTION REQUIREMENTS

A. The bottom of excavations upon which concrete foundations or structures are to be placed shall be compacted so as to obtain 100% of maximum dry density per ASTM D-698 in the top twelve (12) inches.

B. The top twelve (12) inches of stripped original subgrade and final subgrade shall be compacted to not less than 100% of maximum dry density per ASTM D-698.
   1. Subgrade under new, proposed, or future pavement shall be compacted 18 inches beyond the edge of pavement, paved shoulders or paved medians.

C. Compaction of subgrade for sidewalks (regardless of paving material) shall be 100% of maximum dry density per ASTM D-698 in the top six (6) inches.

D. Compaction of non-paved areas shall be 90% of maximum dry density per ASTM D-698.

E. Aggregate pipe embedment and aggregate backfill around structures shall be compacted to not less than 100% of maximum dry density per ASTM D-4253 and ASTM D-4254.

F. Final backfill shall be compacted to not less than 100% of maximum dry density per ASTM D-698.

G. Fill placed within the interior of structures shall be compacted to not less than 100% of maximum dry density per ASTM D-698.

H. Embankment shall be placed and compacted in layers until the density is not less than the percentage of maximum dry density indicated in the following table determined by ASTM D-698.

EMBANKMENT SOIL COMPACTION REQUIREMENTS

Maximum Laboratory Dry Weight Pounds/Cubic Foot	Minimum Compaction Requirements Percent Laboratory Maximum
90-104.9	102
105-119.9	100
120 and more	98

I. Test Sections
   1. If it is determined by the Engineer that the composition of the material is such that it cannot be tested for density using a nuclear densometer or other methods; or where, in the opinion of the Engineer, in-place compaction testing is not feasible; and if approved by the Engineer, the Contractor may construct a test section to demonstrate acceptable compactive effort in lieu of in-place compaction testing. Test sections shall be constructed at no additional cost to the Owner.
   2. The test section shall be completed by repeatedly compacting the material until no further density is achieved. This value shall be the Minimum Test Section Density (MTSD). The compaction equipment used to complete the test section shall be of suitable size to compact the material and shall be the same equipment used to compact the in-place material.
   3. The test section shall be constructed with moisture density control as specified in this Section.
   4. The material shall be compacted to at least 98% of the MTSD.
   5. Each lift of in-place fill or backfill shall be densified using a compactive effort equal to or greater than the effort applied to achieve the MTSD; i.e., if six passes were required to achieve MTSD, then each lift of material shall be compacted using six or more passes.
   6. Construct a new test section when, in the opinion of the Engineer, the fill or backfill material has changed character or when the supporting material has changed character.

3.14 GRADING

A. Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
   1. Provide a smooth transition between adjacent existing grades and new grades.

2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

B. Site Grading
1. Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
a. Lawn or unpaved areas shall be graded to plus or minus 1 inch.
b. Walks shall be graded to plus or minus 1 inch.

C. Grading inside Building Lines
1. Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

END OF SECTION 310000

SECTION 311100 – CLEARING AND GRUBBING

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Removal of surface debris.

B. Removal of trees, shrubs, and other plant life.

C. Topsoil excavation.

1.2 RELATED SECTIONS

A. Specifications sections related to this section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, Division 1 and all other applicable sections in this manual.

1.3 REGULATORY REQUIREMENTS

A. Conform to all applicable and local codes for environmental requirements, disposal of debris, burning debris on site, use of herbicides, and other applicable items.

B. Coordinate clearing work with utility companies.

C. Work shall conform to the requirements of ODOT-CMS Item 201 Clearing and Grubbing.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Herbicide, if required shall conform to applicable and local codes per environmental requirements

PART 3 - EXECUTION

3.1 PREPARATION

A. Verify that existing plant life designated to remain is tagged or identified.

B. Identify a waste area and/or salvage area for placing removed materials.

3.2 PROTECTION

A. Locate, identify, and protect utilities that remain, from damage.

B. Protect trees, plant growth, and features designated to remain, as final landscaping.

C. Do not disturb any area that is not necessary for completion of this project. Disturbance shall be in accordance with projects Storm Water Pollution Prevention Plan.

D. Protect benchmarks, survey control points, and existing structures from damage or displacement. Wetlands areas are not to be disturbed.

3.3 CLEARING

A. Clear areas required for access to site and execution of Work.

B. Remove trees and shrubs within marked areas or as indicated. Remove stumps, main root ball, root system for complete removal of surface rock and other as indicated on drawings.

C. Clear undergrowth and deadwood, without disturbing subsoil.

D. Apply herbicide to remaining stumps to inhibit growth.

3.4 REMOVAL

A. Remove debris, rock, and extracted plant life from site.

3.5 TOPSOIL EXCAVATION

A. Excavate topsoil from areas to be further excavated, re-landscaped, or re-graded, marked areas, entire site, without mixing with foreign materials.

B. Do not excavate wet topsoil.

C. Stockpile in area designated on site to depth not exceeding 8 feet and protect from erosion.

D. Install perimeter silt fence around stockpile area to prevent erosion and sediment transport from occurring.

E. Stockpiled topsoil shall be used for final grading around proposed improvements.

END OF SECTION 311100

SECTION 321000 - PAVEMENT REPLACEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

A. The Contractor shall furnish all of the equipment, labor and materials necessary to install, replace, and/or restore existing pavement structures together with their respective appurtenances as shown on the plans and as specified herein. This work shall include all of the subgrade preparation, subbase, base, intermediate pavement course(s), and finish pavement courses together with curbing, guttering, tack and/or prime coating, sealing and other pertinent work as necessary to meet the conditions of this contract.

1.3 QUALITY ASSURANCE

A. In addition to requirements of these specifications, comply with manufacturer's instructions and recommendations for work.

1.4 REPAIR OR REPLACEMENT WORK

A. For the repair and/or replacement of all existing pavement structures and their respective appurtenances that are removed and destroyed or otherwise damaged by the Contractor in the course of his performance of the work required under this contract, the Contractor shall furnish all equipment, labor, and materials as necessary to properly restore to a condition equal to that at his entry, and to the satisfaction of the Engineer, the Ohio Department of Transportation, the County Engineer, City Engineer, all cinder, slag, gravel, water-bound macadam, bituminous macadam, asphalt and brick or concrete driveways, curbs, sidewalks and roadways in strict accordance with the drawings and as specified herein.

B. In general, this item will include concrete, steel reinforcement, brick, stone, slag, cinders, gravel, asphalt and other bituminous materials and curbs, gutters, driveway culverts, road and curb drains and the demolition, excavation and removal of existing driveways, sidewalks and roadways.

1.5 REFERENCE TO OTHER PARTS

A. Other sections of these specifications shall apply, as and where applicable to this section and such sections will be the same as though they were included in this section.

B. For all old work where pavement is being repaired and/or replaced as a result of damages occurring thereto during the course of the work of this contract, all clearing and grubbing, removal and storage of topsoil, excavation and/or placing of compacted fill and granular backfill, shall be done as required under other parts of these specifications.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Generally, for all repair and replacement work, all new materials shall match the existing and adjoining work in both composition and quality unless otherwise ordered, specified herein, and/or shown on the drawings. In any stone driveway or roadway, the material used for stone fill shall conform to the existing material.

PART 3 - EXECUTION

3.1 CONSTRUCTION

A. All pavement work shall be done in strict accordance with the specifications of the governmental body concerned and the latest ODOT specifications as applicable or at the direction of the Engineer.

B. All pavements disturbed by the Contractor's operations shall be relaid to the thickness of the adjoining pavement and, in all cases, the restoring of pavements, shall apply both to foundation courses and to the wearing surface.

C. Should cracks or settlements appear in adjoining pavements, the paving shall be removed to the extent necessary to secure firm and undisturbed bearing and shall be replaced in a satisfactory manner.

D. No permanent pavement shall be installed, repaired, and/or restored unless, or until, in the opinion of the Engineer, the condition of the backfill is such as to properly support the pavement.

E. Where new or replacement concrete pavement or base is placed adjacent to existing concrete pavement or base, contraction joints shall be provided in the new or replacement pavement so as to form a continuous joint with that in the existing pavement.

3.2 ROADWAY SUBGRADE

A. The entire area to be occupied by the roadways and parking areas shall be cleared, topsoil removed and stored, and the excavation or compacted fill made as required and brought to the proper cross-sections. Pipe trenches and other excavations shall be backfilled as required, and thoroughly compacted within the limits of the roadways or parking areas.

B. After the surface of the subgrade has been properly shaped and before any stone or slag is placed, the entire subgrade shall be thoroughly rolled and compacted to a depth of 12 inches under this section. Rolling shall be done with an approved type of self-propelled roller, weighing not less than ten (10) tons. All hollows and depressions which develop during the rolling shall be filled with acceptable materials, and the subgrade rerolled. The process of filling and rolling shall be repeated until no depressions develop, and the entire subgrade has been brought to a uniform condition of stability.

C. All places which, in the opinion of the Engineer cannot be properly rolled, shall be tamped with handheld mechanically or pneumatically powered tampers.

D. In making the compacted fill and in doing the final subgrade rolling, the Contractor shall see that the material to be compacted and/or rolled has the proper moisture content to secure maximum compaction. When, in the opinion of the Engineer, the material is too wet, the compacting shall be delayed until the material has dried sufficiently. When, in the opinion of the Engineer, the material is too dry, the material shall be sprinkled with water in an amount to secure the proper moisture content.

END OF SECTION 321000

SECTION 321216 - ASPHALT CONCRETE PAVING AND MATERIALS

SECTION 1 - MATERIALS

1.1 The asphalt concrete mixture and installation thereof shall meet Ohio Department of Transportation (ODOT) Specifications except as modified in these specifications.

1.2 In the ODOT Specifications substitute "Engineer" for "Department" (except as stated below in reference to ODOT 403 for Department VA testing and acceptance).

1.3 No steel slag shall be used as coarse or fine aggregate for any asphalt concrete.

1.4 All asphalt cement utilized on this project shall meet AASHTO Provisional Standard MP1 or any superseding AASHTO specification for performance graded asphalt cement binder in conformance with PG 64-22.

1.5 The following exceptions shall be made for the Asphalt Concrete for the Asphalt Concrete Surface Course:

A. The coarse aggregate material shall be only limestone
B. No Recycled Asphalt Product (R.A.P.) will be permitted

1.6 Except where designated otherwise in the plans or specifications all asphalt concrete mixes shall be designed for medium traffic volumes. Where light or heavy traffic pavements are designated in the plan, the contractor shall use an asphalt concrete mix designed for such traffic conditions.

1.7 Acceptance of the mixture will be based upon the certification that the mixture was produced according to the approved JMF within the production control and composition tolerances of the specifications. The Contractor shall hire and pay for an independent testing lab approved by the Engineer to perform all sampling, testing, monitoring, analysis and certification required by the Laboratory, Monitoring Team or Department in ODOT 403 and 441. All work by the independent laboratory shall be performed by personnel with ODOT Level II Bituminous Concrete certification.

1.8 ODOT 401.20 - "Asphalt Binder Price Adjustment" shall not apply to this contract.

1.9 Monument box and valve box risers shall be East Jordan Iron Works No. 8626, No. 8631, or approved equal. The Contractor shall follow the manufacturer's recommended installation procedure. New manhole frames and grate or frame and cover shall be EJIW 1710.

1.10 Brick used for manhole, catch basin, or inlet basin castings adjusted to grade under ODOT 611.10 Method D.1. shall be red shale or clay sewer brick meeting the requirements of ASTM C32 sewer brick, grade SM.

1.11 Risers used for manhole castings adjusted to grade under ODOT 611.10 Method D.2. shall be manufactured by Manhole Systems, Model MS-101TB, or approved equal.

1.12 All inlets and manholes shall be adjusted to grade after installation of the intermediate course(s), if any and prior to installation of the surface course.

1.13 All materials delivered to this project must have been weighed on a platform scale with electronic imprinter to show gross, tare, and net weights. No payment will be made for materials which are not correctly weighed as necessary. Material weight shall not exceed the current legal allowable limit.

1.14 Unless specified elsewhere in the specifications, material for berms shall be limestone only. Recycled concrete and asphalt concrete will not be permitted.

SECTION 2 - PAVING EQUIPMENT

2.1 All spreading equipment shall be self propelled. The Contractor shall identify the make and model of the paving machine that will be used for the intermediate and surface courses for approval prior to the pre-construction meeting.

2.2 All equipment, tools, and machines used in the performance of this work shall be maintained in satisfactory working order at all times. The Contractor shall be prepared to furnish proof of certification that all equipment to be used on the project has been calibrated within the past six (6) months.

SECTION 3 - GENERAL - PAVING

3.1 All paving shall be done on a single-lane basis.

3.2 If traffic loop detectors are encountered and broken, the Contractor is to repair as per local specifications. The cost for this work will be paid under the loop detector replacement bid item, if any; at negotiated unit prices; or by time and materials as directed by the Engineer.

3.3 Tack coat, Item 407, shall be applied at the rate of from 0.05 to 0.15 gallons per square yard as appropriate for the surface conditions with sand cover if required.

3.4 Asphalt driveway aprons shall be matched to new pavement with 24" transition sections or as shown on the drawings or required by the Engineer. The Contractor shall install apron wedge as required in the detailed drawings.

3.5 Unless otherwise shown on the drawings, jointing of new to existing pavement shall be by milled butt joints six (6) feet in width (or as shown on the plans) from edge of pavement to edge of pavement. Depth of this milled area shall equal the total of subsequent intermediate course and surface course as specified.

3.6 One (1) copy of each hauled/weighed material truck load ticket (plant ticket) for materials incorporated in this project shall be provided to the project representative daily. All bulk materials delivered to this project must have been weighed on a platform scale with electronic imprinter to show gross, tar and net weights. No payment will be made for materials which are not correctly weighed as necessary. Material weight shall not exceed the current legal allowable limit. If a partial load is used, the Contractor's foreman and the project representative shall confer and come to an agreement as to what portion of the product was used. The percent of material of this load, as reported by the project representative, is what shall be recorded as utilized.

3.7 For variable depth courses where tonnage tickets are used for determining quantities for payment, the conversion to cubic yards shall be number of tons verified and approved by the Engineer divided by 2.00 regardless of the actual density of the mix.

3.8 Positive drainage is to exist subsequent to the completion of the surface course. The Contractor shall take any necessary measures to assure positive drainage of the surface course. It shall be the responsibility of the Contractor to repair any low/puddled areas at his own cost by milling out the affected areas to a minimum depth equal to the nominal depth of the course being repaired and replacing with the specified asphalt concrete to grades that will correct the drainage problem.

3.9 Surface tolerances for all completed surface courses shall be as noted in ODOT 401.19. This tolerance shall apply regardless of whether or not an intermediate course is installed.

3.10 At the direction of the Engineer, periodic weight checks of asphalt concrete in loaded trucks shall be made by the Contractor and verified by the Engineer.

3.11 All quality control testing data performed on material incorporated into this project shall be forwarded to the Engineer for review as soon as it is available.

3.12 Quantity verification (but not necessarily payment quantity) for all asphalt concrete incorporated into the work shall be by weight tickets as produced by the plant or supplier or other means approved by the Engineer. Tack coat shall be verified by a ticket filled out and signed by the Contractor's tack truck driver based on weights taken or observations of level indicators. All verification tickets are required to be submitted to the Engineer on the day the material is incorporated into the work; however, the Engineer may, at his sole discretion, accept verification tickets for any items up to seven (7) calendar days subsequent to the work being performed. **After that date additional verification tickets for material will not be accepted for consideration of payment.**

3.13 No work is to be performed without the presence of the Engineer or his designated Project Representative. Forty-eight (48) hour advance notice of work shall be given to the Engineer and Owner by the Contractor.

3.14 All edges of surface courses abutting curbs or other appurtenances shall be sealed with hot AC-20.

3.15 The asphalt concrete, intermediate or surface course work will conform to ODOT Items 448-1 – Intermediate and Surfaces Courses and 448-2 – Intermediate Course. The paving foreman, at the Engineer's request, will be required to correctly calculate the asphalt concrete "yield." "Yield" is defined as the rate of material used, in cubic yards, in proportion to the area paved. The Contractor must be aware if he is under or over plan quantities for the area in question.

END OF SECTION 321216

SECTION 329200.19 - SEEDING AND MULCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

1.2 DESCRIPTION OF WORK

A. Installation of seeded areas shall be to the extent shown on Contract Drawings and shall include supplying all seed, soil conditioning materials, mulching materials and watering and the incorporation of these materials into the work as specified.

B. The Contractor shall place stockpiled topsoil in those areas requiring seeding. If the quantity of stockpiled topsoil is insufficient, the Contractor shall furnish and install additional topsoil as required to complete the work.

1.3 QUALITY ASSURANCE

A. Any subcontract restoration shall be to a qualified firm specializing in landscape work.

B. Topsoil: Before delivery of topsoil, furnish Architect/Engineer with written statement giving location of properties from which topsoil is to be obtained, names and addresses of owners, depth to be stripped, and crops grown during past 2 years.

Contractor shall have a soils test done at his expense and analyzed by an approved testing agency, to determine soil amendments for topsoil and provide a copy to the Engineer prior to the start of fine grading.

C. Seed: All seed specified shall meet the current specifications of O.D.O.T. as to the percentage purity, weed seed, and germination. All seed shall be approved by the State of Ohio, Department of Agriculture, Division of Plant Industry and shall meet the requirements of these specifications.

Contractor shall provide the Engineer with a list of the seed he intends to use, including, varieties of seed, labels, and suppliers name and phone number, four (4) weeks prior to the start of seeding, for approval.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Packaged Materials: Deliver packaged materials in containers showing weight, analysis, and name of manufacturer. Protect materials from deterioration during delivery, and while stored at site.

1.5 JOB CONDITIONS

A. Utilities: Determine location of underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, as required. Maintain grade stakes set by others until removal is mutually agreed upon by parties concerned.

B. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify Engineer before planting.

C. Soil Stabilization: The Contractor shall provide permanent or temporary soil stabilization to denuded areas within fifteen days after final grade is reached on any portion of the site. Any such area which will not be regraded for longer than fifteen days shall also be stabilized. Soil stabilization includes any measures which protect the soil from the erosive forces of raindrop impact and flowing water. Applications include seeding and or mulching. The Contractor shall consider time of year, site conditions and estimated time of use for the project. If necessary, the Contractor shall coordinate soil stabilization practices with the local Soil and Water Conservation District.

D. All work shall be guaranteed for one full growing season to commence upon final acceptance of lawn work.

E. Spring-sown work shall be installed between April 1st and May 30th and Fall-sown work shall be installed between September 1st and October 15th. No permanent seeding shall take place between May 30th and September 1st and between October 15th and April 1st. The dates for seeding may be changed at the discretion of the Architect/Engineer.

PART 2 - PRODUCTS

2.1 TOPSOIL

A. Topsoil shall be furnished by the Contractor. Stockpiled material, if any, shall be utilized prior to obtaining additional topsoil.

B. New topsoil shall conform to the U.S. Department of Agriculture soil texturing triangle. Screen topsoil from clay lumps, brush, weeds, litter, roots, stumps, stones larger than 1/2 inch in any dimension, and any other extraneous or toxic matter harmful to plant growth.

Obtain topsoil only from naturally well drained sites where topsoil occurs in a depth of not less than 4 inches. Do not obtain from bogs or marshes.

C. Soil amendments shall be added according to the soils test requirements. Amendments can include, but are not limited to fertilizer, lime, compost and organic matter.

2.2 SEED

A. Seed shall be vendor mixed, delivered in original bags and shall be proportioned as follows:

Common Name	Proportion by Weight
Kentucky Bluegrass	40%
Penn Lawn Fescue	40%
Perennial Rye	20%

1. Supplier's name and analysis of seed is to be submitted to the Engineer.

2.3 MULCH

A. Mulch shall be clean straw free of seed and weed seed.

B. If hydroseeding is used, wood fiber mulching material may be used and shall consist of virgin wood fibers manufactured expressly from whole wood chips and shall conform to the following specifications.

- Moisture content	10.0% $\pm$ 3.0%
- Organic content	99.2% $\pm$ 0.8% O.D. Basis
- pH	4.8 $\pm$ 0.5
- Water holding capacity, minimum (grams of water per 100 grams of fiber)	1,000

Wood fiber mulching material shall be processed in such a manner as to contain no growth or germination inhibiting factors, and must contain a biodegradable green dye to aid in visual metering during application.

PART 3 - EXECUTION

3.1 PREPARATION - GENERAL

A. A soils test of the topsoil shall be done by the Contractor at his expense. A copy of the test shall be submitted to the Engineer.

B. Rough grading must be approved prior to placing topsoil.

C. Loosen subgrade of lawn areas. Remove any stones greater than 1 inch in any dimension. Remove sticks, roots, rubbish, and other extraneous matter.

D. Spread topsoil to a minimum depth of 4 inches, to meet lines, grades, and elevations shown on plan, after light rolling and natural settlement. Remove sticks, roots, rubbish, stones greater than 1/2" in any dimension, and other extraneous matter. Topsoil shall be tilled thoroughly by plowing, discing, harrowing, or other approved methods. Add specified soil amendments and mix thoroughly into the topsoil.

E. Preparation of Unchanged Grades: Where seed is to be planted in areas that have not been altered or disturbed by excavating, grading, or stripping operations, prepare soil for planting as follows: Till to a depth of not less than 6 inches. Apply soil amendments and initial fertilizers as specified. Remove high areas and fill in depressions. Till soil to a homogenous mixture of fine texture, free of lumps, clods, stones, roots and other extraneous matter. Soils test requirements apply here as well.

1. Prior to preparation of unchanged areas, remove existing grass, vegetation and turf. Dispose of such material outside of project limits. Do not turn existing vegetation over into soil being prepared for seed.
2. If necessary, supply and install topsoil in areas where there is no topsoil left after vegetation has been removed in conformance to Section 2.01.
3. Apply specified soil amendments at rates specified in the soils test and thoroughly mix into upper 2 inches of topsoil. Add topsoil if existing grade has less than 4" of topsoil. Delay application of amendments if planting will not follow within a few days.

F. Fine grade areas to smooth, even surface with loose, uniformly fine texture. Roll, rake, and drag lawn areas, remove ridges and fill depressions, as required to meet finish grades. Remove sticks, roots, rubbish, stones greater than 1/2" in any dimension, and other extraneous matter. Limit fine grading to areas which can be planted immediately after grading.

G. Moisten prepared areas before planting if soil is dry. Water thoroughly and allow surface moisture to dry before planting lawns. Do not create a muddy soil condition.

H. Restore areas to specified condition, if eroded or otherwise disturbed, after fine grading and prior to planting.

3.2 SEEDING

A. Do not use wet seed or seed that is moldy or otherwise damaged in transit or storage. Seed shall not be sown when the ground is frozen, muddy, or when weather conditions prevent proper soil preparation, interference with sowing and/or proper incorporation of seed into the soil.

B. Sow seed using a spreader or hydroseeder. Do not seed when wind velocity exceeds 5 miles per hour. Distribute seed evenly over entire area by sowing 2 1/2 lbs. per 1000 s.f. at right angles to each other. Total amount to equal 5 lbs. per 1000 s.f. unless otherwise altered by the plans or Engineer.

C. Mulch shall be spread uniformly to form a continuous blanket at a rate of 100 lbs. per 1,000 s.f. Mulch shall be 1 1/2" loose measurement over seeded areas.

Anchor mulch using an O.D.O.T. specified SS-1 at 60 gal./ton non-toxic tackifier such as Hydro-stik, or equal, or by securing with a netting such as Conwed, or equal.

D. Unless otherwise directed by the Architect/Engineer, the seeded area shall be watered, as soon as the seed is covered, at the rate of 120 gallons per 1000 square feet. The water shall be applied by means of a hydro-seeder or a water tank under pressure with a nozzle that will produce a spray that will not dislodge the mulching material. Cost of this watering shall be included in the cost of seeding and mulching.

E. Contractor has the option to hydroseed large lawn areas, using equipment specifically designed for such application. The rate of application of wood fiber mulching materials is 40 lbs./1,000 s.f. The Contractor shall submit data regarding the hydroseed mixture, mulch and application rates for the Engineer's review and approval prior to performing the work. Contractor shall not hydroseed within close proximity to buildings and structures when unfavorable wind conditions may blow the hydroseed material onto the structure.

3.3 DORMANT SEEDING METHOD

A. Seeding shall not take place from October 15 through November 20. During this period prepare the seed bed, add the required amounts of lime and fertilizer. Then mulch and anchor.

B. From November 20th through April 1st, when soil conditions permit, prepare the seed bed, lime and fertilize, apply the selected seed mixture, mulch, and anchor. Increase the seeding rate by 50 percent.

3.4 RECONDITIONING EXISTING LAWNS

A. A soils test shall be required for existing lawns prior to any reconditioning. The soils test shall be done at the Contractors expense. A copy shall be submitted to the Engineer prior to starting.

B. Recondition all existing lawn areas damaged by Contractors operations including storage of materials and equipment and movement of vehicles. Also recondition existing lawn areas where minor regrading is required.

C. Provide soil amendments as called for in the soils test.

D. Provide new topsoil, as required, to fill low spots and meet new finish grades.

E. Cultivate bare and compacted areas according to the topsoil specifications.

F. Remove diseased and unsatisfactory lawn areas; do not bury into soil. Remove topsoil containing foreign materials resulting from the Contractor's operations, including oil drippings, stone, gravel, and other loose building materials.

G. All work shall be the same as for new seeding.

H. Water newly planted seed areas. Maintenance of reconditioned lawns shall be the same as maintenance of new lawns.

3.5 ESTABLISHMENT

A. Maintain work areas as long as necessary to establish a uniformly close stand of grass over the entire lawn area. A uniformly close stand of grass is defined as the seeded areas having 90%+ coverage of grass at 60 days after seeding. 90%+ coverage is defined as very little or no dirt showing when seeded area is viewed from directly overhead.

B. Maintain lawns by watering, fertilizing, weeding, mowing, trimming, and other operations such as rolling, regrading and replanting as required to establish a smooth acceptable lawn.

1. Mowing

    a. Mow lawn areas during the period of maintenance to a height of 2 inches whenever the height of the grass becomes 3 inches. A minimum of 3 mowings is required during the period of maintenance.

2. Refertilizing

    a. Distribute fertilizer on the seeded area between August 15 and October 15, during the period when grass is dry. The fertilizer shall be as specified in the soils test.

3. Reseeding

    a. Reseed with the seed specified for the original seeding, and at the rate of 4 lbs. per 1,000 s.f. in a manner which will cause minimum disturbance to the existing stand of grass and at an angle of not less than 15 degrees from the direction of rows of prior seeding.

4. Watering

    a. The Contractor shall keep all work areas watered daily to achieve satisfactory growth unless otherwise approved by the engineer in writing. Water shall be applied at a rate of 120 gallons(m) per 1000 square feet. If water is listed as a pay item, it shall be separately paid for based on the actual amount of water used, measured in thousands of gallons. If there is no pay item for watering, then the contractor shall include the price of watering in the price per square yard of seeding.

5. Any mulching which has been displaced shall be repaired immediately. Any seed work which has been disturbed or damaged from the displacement of mulch shall be repaired prior to remulching.

3.6 INSPECTION AND ACCEPTANCE

A. When seeding work is complete and an acceptable stand of growth is attained, the Contractor shall request the Engineer to make an inspection to determine final acceptance.

B. Acceptance shall be based upon achieving a vigorous uniformly stand of the specified grasses. If some areas are satisfactory and some are not, acceptance may be made in blocks, provided they are definable or bounded by readily identified permanent surfaces, structures, or other reference means. Partial acceptance decisions may be made by the Engineer and will be for no less than 75% of the total job. Excessive fragmentation into accepted and unaccepted areas shall be avoided. Unaccepted areas shall be maintained by the Contractor until acceptable.

C. No payment shall be made until areas are accepted.

D. All seeded areas shall be guaranteed for one full growing season to commence upon final acceptance of the areas.

END OF SECTION 0329200.19

SECTION 331113.01 – WATER UTILITY DISTRIBUTION SYSTEM

PART 1 – GENERAL

1.1 SUMMARY

A. Furnishing all labor, materials, tools, equipment, and services for all waterlines as shown on the Drawings.

B. Although such is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a functional and complete installation.

1.2 RELATED DOCUMENTS AND SECTIONS

A. Drawings and general provisions of the Contract, including General Conditions, Supplementary Conditions (if included), and Division 1 Specifications Sections, apply to this Section.

1.3 PRODUCTS INSTALLED BUT NOT FURNISHED UNDER THIS SECTION

A. Granular pipe bedding and cover material specified in Section 310000 – Earthwork.

B. Special backfill material specified in Section 310000 – Earthwork.

1.4 DEFINITIONS

A. Bedding: Material placed under, beside and directly over pipe for the full width of the trench up to a distance of 6 inches over the top of the pipe barrel prior to subsequent backfill operations.

1.5 SUBMITTALS

Manufacturer's Affidavit: The manufacturer shall furnish an affidavit indicating that all pipe, fittings, valves, fire hydrants, and appurtenances have been manufactured and tested in accordance with the requirements of the applicable referenced Standards. A copy of the affidavit shall be forwarded to Engineer prior to construction.

A. For butt fusion joints, submit a printout giving all the parameters of each joint as required under paragraph 3.8.F.

B. For polyethylene encasement, submit sample.

C. Shop Drawings: Submit per 013323.

D. Method of construction with detailed drawings and written descriptions of the entire construction procedure to insert the pipe, and connections to water services, fire hydrants, and intersecting water mains. Drawings shall show, but are not limited to, excavation locations, access pits, dimensions, shoring, method of dewatering, adjacent utilities, and traffic control.

1.6 REFERENCES

A. AWWA C104 - Cement-Mortar Lining for Ductile-Iron Pipe and Fittings

B. AWWA C105 - Polyethylene Encasement for Ductile-Iron Pipe Systems

C. AWWA C110 - Ductile-Iron and Gray-Iron Fittings

D. AWWA C111 - Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings

E. AWWA C116 - Protective Fusion-Bonded Coatings for the Interior and Exterior Surfaces of Ductile-Iron and Gray-Iron Fittings

F. AWWA C150 - Thickness Design of Ductile-Iron Pipe

G. AWWA C151 - Ductile-Iron Pipe, Centrifugally Cast

H. AWWA C153 - Ductile-Iron Compact Fittings

I. AWWA C213 - Fusion-Bonded Epoxy Coatings and Linings for Steel Water Pipe and Fittings

J. AWWA C301 - Prestressed Concrete Pressure Pipe, Steel-Cylinder Type

K. AWWA C400 - C400-03: AWWA Standard for Asbestos-Cement Pressure Pipe, 4 In. through 16 In. (100 mm through 400 mm), for Water Distribution Systems

L. AWWA C502 - Dry-Barrel Fire Hydrants

M. AWWA C504 - Rubber-Seated Butterfly Valves

N. AWWA C509 - Resilient-Seated Gate Valves for Water Supply Service

O. AWWA C515 - Reduced-Wall, Resilient-Seated Gate Valves for Water Supply Service

P. AWWA C550 - Protective Interior Coatings for Valves and Hydrants

Q. AWWA C600 - Installation of Ductile-Iron Mains and Their Appurtenances

R. AWWA C651 - Disinfecting Water Mains

S. AWWA C800 - Underground Service Line Valves & Fittings

T. ASTM A36 - Standard Specification for Carbon Structural Steel

U. ASTM A47 - Standard Specification for Ferritic Malleable Iron Castings

V. ASTM A48 - Standard Specification for Gray Iron Castings

W. ASTM A126 - Standard Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings

X. ASTM A181 - Standard Specification for Carbon Steel Forgings, for General-Purpose Piping

Y. ASTM A183 - Standard Specification for Carbon Steel Track Bolts and Nuts

Z. ASTM A307 -Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60 000 PSI Tensile Strength

AA. ASTM B62 - Standard Specification for Composition Bronze or Ounce Metal Castings

BB. ASTM B88 - Standard Specification for Seamless Copper Water Tube

CC. ASTM B124 - Standard Specification for Copper and Copper Alloy Forging Rod, Bar, and Shapes

DD. ANSI B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings

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

1.7 QUALITY ASSURANCE

A. Comply with all provisions of Section 014323 – Qualifications of Tradesmen.

B. Comply with all provisions of Section 014126 – General Regulations and Permits.

C. Field samples shall comply with Section 013319 – Field Test Reporting and Section 013326 – Product Testing and Certifying.

D. Before and during installation, the Contractor shall comply with provisions under Section 013119 – Project Meetings.

E. All pipes, fittings, valves, fire hydrants and appurtenances shall be appropriately marked for identification purposes. The materials and methods of manufacture, and completed pipes, fittings, valves, and appurtenances shall be subject to inspection and rejection at all times. Owner and Engineer have the right to make inspections.

1.8 PROJECT CONDITIONS

A. Existing Conditions
   1. Verify locations of underground utilities.
   2. Protect existing structures and utilities from damage. Repair if damaged by this work.
   3. Do not change pipe sizes without securing written approval of Engineer.

B. Field Measurements
   1. If it becomes necessary to change location of waterlines due to underground utility interference, secure approval of Engineer.
   2. If Contractor initiated, make changes approved by the Engineer without added cost to Owner.

1.9 DELIVERY STORAGE AND HANDLING

A. Deliver products to the site, store and protect under provisions of Section 016600 – Product Handling and Protection.

B. Comply with all provisions of Section 013543 – Environmental Protection.

1.10 SEQUENCING AND SCHEDULING

A. Perform no pipe work in fill areas until embankment or fill has been completed to at least two (2) feet above proposed top of pipe and fill has been properly compacted.

PART 2 – PRODUCTS

2.1 WATER MAIN PIPE AND FITTINGS

A. PVC/PVCO Pipe and Ductile Iron Fittings
   1. Pipe shall be designed in accordance with AWWA C909, Pressure Class 150 for 4 inch through 24 inch diameter; cast iron equivalent O.D.; integral wall-thickened bell end type incorporating elastomeric gasket; furnished in nominal 20 foot laying lengths.
   2. Fittings: AWWA C110 or C153, AWWA C111 rubber gasket joints, with C153 fittings to be polyethylene encased when buried.
   3. Joints: Push-on, with joints within the lengths noted on Drawings to be restrained type joints.
      a. Restrained joints shall be MEGALUG or retainers with Mega-Bond Coating System, as manufactured by EBAA Iron, Inc., or as approved, of ductile iron and with a working pressure at least equal to that of the PVC pipe on which to be installed, and a minimum safety factor of 2:1.

2.2 VALVES

A. Materials
   1. Valves bodies shall be of either gray or ductile cast iron and shall have the name, monogram, or initials of the manufacturer cast thereon.
   2. Valves shall have nonrising stems, open by turning left or counter-clockwise and be provided with either a 2-inch square nut for buried valves or handwheel for exposed valves unless otherwise noted. The direction of opening shall be indicated by an arrow cast on the body and/or the actuator.
   3. All body bolts and nuts shall be bronze or stainless steel for buried, submerged or nonprotected applications and cadmium plated for exposed or interior applications that will receive protective finish coatings.

B. Tapping Sleeves
   1. Type: Mechanical joint made in two halves for assembly around main.
   2. Branch Flange: Accommodate tapping valve.
   3. Materials: Cast iron with gaskets extending entire length of sleeve to form water-tight joints.

C. Gate or Tapping Valves
   1. AWWA C500, or AWWA C509 cast iron, bronze-mounted. or AWWA C515 ductile iron, bronze-mounted, polyethylene encased when buried installation; designed for 200 psi working water pressure; mechanical joint ends, AWWA C111, except for tapping valves; non-rising stem type with standard AWWA nut; stem seal consisting of at least two Buna-N rubber O-rings; Owner to specify open by turning left (counterclockwise) or right (clockwise); bolts, nuts, and washers used by manufacturer to assemble valves to be Type 304 stainless steel.
   2. The valve shall have a smooth, unobstructed waterway free from any sedimentation pockets. Valve shall provide a 100% port of nominal pipe size when fully open. Tapping valve port shall be sized to permit a full pipe port tap.
   3. Verify direction of valve with OWNER.
   4. Body style shall be mechanical joint type for buried service, flange joint type for exposed service and when required, to include special end connections for tapping requirements or otherwise if indicated on the contract drawings.
   5. Stuffing boxes shall be O-ring seal type with two (2) rings located in steam above thrust collar.
   6. Thrust bearings shall be of the low friction torque reduction type, located both above and below the steam collar.
   7. Valves shall be as manufactured by; American-Darling, Clow, M & H, Stockham, U.S. Pipe or an approved equivalent.

D. Protective Coatings
   1. All iron parts of valve assemblies shall be painted before leaving the shop.
   2. All exterior and internal waterway ferrous surfaces of each valve, except finished or bearing surfaces shall be shop painted with a liquid or powder epoxy coating of approximately 10 mils dry film thickness conforming to AWWA C550.

E. Extension Stems and Stem Guides
   1. When required by drawings, schedule or project details, provide an extension stem made of cold-rolled steel material and the same size as the stem of the valve it operates. If the extension is more than 8 ft. long, intermediate stem guides shall be installed and supported from the wall by suitable brackets at a maximum spacing of 8 ft.
   2. Brackets and stem guides shall be made of cast iron and fully adjustable. The guide block shall be bronze bushed where it contacts the extension stem. Stem guides shall be as manufactured by the Eddy Valve Co., Rodney Hunt, or equal. Secure stem guides to walls with stainless steel bolts. In the event of off-set of misalignment, provide off-set extension road with universal end fittings at valve actuator and stem drop connection.
   3. Extension stem shall have connecting socket for 2-inch square nut and pin socket to lock on valve operating nut.

F. Valve Boxes
   1. Valve boxes shall be cast iron, 5-1/4" shaft, three-piece screw type, adjustable boxes. The top section to have a drop lid of which to be marked for service which it is used cast thereon. Cover and boxes shall be round pattern.
   2. Provide proper base size and shape to straddle the valve bonnet without touching or being supported by the valve mechanism. Use No. 6 base size for 6-inch and 8-inch gate valves or typical butterfly valve operators, No. 160 oval base size for 12-inch and larger gate valves or other size necessary to suit a particular valve manufacturer's requirements.
   3. Extension sections shall be provided where the depth of trench is such that they are needed to bring the top of the box to finished grade. The valve box shall be installed so that it is perfectly vertical and centered on the valve operating nut.

2.3 FIRE HYDRANT ASSEMBLIES

A. Includes fire hydrant, watch valve and valve box, piping, and appurtenances.

B. Fire Hydrant:
   1. Manufacturers: American Flow Control, Kennedy, Mueller, or as approved.
   2. AWWA C502, compression type, 5-1/4-inch valve opening, open by turning left (counterclockwise) right (clockwise); traffic model with frangible barrel section and stem coupling; positive operating drain valve installed in open position; 6 inch mechanical joint base, designed so water hammer will be prevented when properly operated. If drain valve, install with drain valve plugged.
   3. Two 2-1/2-inch hose nozzles, and one 4-1/2 inch pumper nozzle.
   4. Suitable for setting in trenches of depths and in locations shown; CONTRACTOR responsible for determining hydrant depth of bury based on locations shown.
   5. Verify that the direction of opening, hydrant pumper nozzle, operating nut, outlet nozzle cap nuts and hose threads conform to those in the system before the new hydrants are shipped.

C. Watch Valves and Valve Boxes: Watch valves and valve boxes shall be gate valves and valve boxes as specified in Articles 2.3 and 2.6, with valves to have ends suitable for receiving the spigot end of 6 inch anchoring pipe.

D. Piping:
   1. Ductile Iron Pipe: AWWA C150, AWWA C151; asphaltic material, or AWWA C116 fusion-bonded epoxy exterior coating, AWWA C104 cement mortar with seal coat, or AWWA C116 fusion-bonded epoxy interior lining.
   2. AWWA C110 or C153 mainline tees with standard mechanical joint branch for connecting to anchoring pipe and fittings, and mechanical joint anchoring type branch when connecting to a watch valve; coated and lined as specified for pipe. C153 fittings to be polyethylene encased when buried.
   3. Anchoring pipe, plain end mechanical joint type incorporating an integral cast shoulder and follower gland.
   4. Anchoring Pipe Manufacturers: American Cast Iron Pipe Company, Clow Corporation, United States Pipe and Foundry Company, or as approved.

2.4 POLYETHYLENE ENCASEMENT

A. AWWA C105, 8 mil linear low-density polyethylene tube or 4 mil high density, cross-linked polyethylene tube; 2 inch wide plastic-backed, adhesive tape, bond to both metal surfaces and polyethylene film.

2.5 TRACE WIRE

A. Inert bonded layer plastic with metallized foil core, 6 inches wide, resistant to alkalis, acids and other destructive chemical components encountered in soils; APWA Uniform Color Code, brightly colored; imprinted indicating pipe type; Griffolyn Company Terra Tape "D", Seton Name Plate Corporation, or an approved equivalent.

B. Use with non-metallic water main pipe materials.

2.6 PIPE INSULATION

A. Cellular glass insulation with an aluminum jacket; thickness as required to prevent freezing at 0 degrees F, but in no case less than 1 inch; suitable for burial; Pittsburgh Corning Corporation FOAMGLAS, or as approved.

2.7 JOINT BOLTS AND NUTS

A. Unless otherwise specified or noted, bolts and nuts on buried piping shall be low alloy steel cathodic to pipe with a minimum yield strength of 45,000 psi, and all other bolts and nuts shall be low carbon steel, ASTM A307, Grade B, zinc-plated.

2.8 THRUST BLOCKS

A. Thrust blocks shall meet all applicable requirements of ODOT Item 638
   1. Concrete: Class QC1 conforming to ODOT 499.
   2. Straps and Anchors for Thrust Blocks: Galvanized steel.
   3. Cold Galvanizing Compound: ZRC Products Company, or as approved.

2.9 SPARE PARTS

A. Hydrant Wrenches: Provide 2 spare hydrant wrenches with pentagon hydrant nut operator on handle, constructed of stainless steel, and a minimum length of 36-inches.

B. Valve Keys: Provide 2 spare valve keys with standard AWWA valve nut operator. Valve keys shall be 8 feet long and have a 4 ft long turn handle centered at top.

PART 3 – EXECUTION

3.1 ALIGNMENT AND GRADE

A. Horizontal and Vertical Control
   1. All horizontal and vertical control required for the complete layout and performance of the Work under this contract shall be done by a registered surveyor at the Contractor's expense, and any observations by the Engineer of the Contractor's methods will not relieve the Contractor of his responsibility.
   2. The Contractor shall be solely responsible for the accuracy of all horizontal and vertical control.

B. Alignment and grade shall be established by means of a laser beam.

3.2 PREPARATION

A. String pipe sections along the route of the mains so as to interfere least with pedestrian and vehicular traffic and to protect the pipe.

B. Excavate trench for Work of this Section; follow Section 02225.

C. Location of service connections and insertion valves indicated are approximate. Final locations will be established during construction by OWNER.

D. Do not install service connections until new mains have been successfully tested, disinfected, and placed in service.

E. Prior to ordering tapping sleeve assembly, expose existing main and verify circumference of existing pipe.

F. Prior to ordering insertion valve and sleeve assembly, expose existing main at point of installation and verify circumference, actual caliper diameter and roundness of existing pipe. In addition, identify the exterior condition of the pipe with respect to pitting, scaling, electrolysis, or other defects which would affect manufacturing dimensions or exact location of the insertion.

G. Verify that polyethylene encasement is in place, where required, before placing bedding.

H. For river crossing pipe, inspect trench just prior to laying pipe to ensure that it is in suitable condition.

3.3 BEDDING

A. Place bedding material at trench bottom and shape for accurate placement and proper support of pipe.

B. Place in 6 inch layers, loose measurement, and compact by hand or mechanical tamping to not less than 95 percent of maximum density as determined in accordance with ASTM D698 (Standard Proctor).

C. Carefully place and tamp so as not to damage or displace joints or pipe. Do not drop material directly on pipe.

D. Maintain optimum moisture content of bedding material to attain required compaction density.

E. Construct thrust blocks at fittings, dead ends, and valves as shown. Place against firm, undisturbed soil. Provide straps and anchors as indicated; repair cuts and other damage to galvanized surfaces by applying two coats of cold galvanizing compound. Securely strap or block plugs and caps.

F. Construct concrete encasement as shown.

3.4 PIPE INSTALLATION

A. The Contractor shall furnish all of the proper tools and equipment required for the safe, proper handling and laying of all pipe, fittings, and specials that are to be installed in this work. All storage, handling, laying, and backfill methods shall be performed so as to avoid damaging either the interior or the exterior surfaces of all pipe fittings, specials, joint materials, or other appurtenances, and any such damage shall be remedied at the Contractor's expense.

B. Before any pipe is lowered into the trench, it shall be inspected for damage, and any unsatisfactory lengths shall be rejected. Cast metal pipe and fittings shall be inspected for cracks by ringing with a light hammer while suspended. The interior and exterior of each pipe length used shall be cleaned as necessary to remove all dirt or other foreign material before it is inspected. The interior of the pipe shall be kept clean until the work is accepted.

C. No pipe shall be laid in water, mud or when trench conditions or weather is unsuitable for such work.

D. If mud, surface water, leaves and/or other debris have been permitted to enter the strung-out pipe, the inside shall be cleaned with a strong hypochlorite solution after all such foreign materials are completely cleaned from the pipe and before the pipe is lowered into the trench.

E. Pipe shall not be pushed off the bank nor shall it be permitted to fall into the trench. Each type of pipe, fitting, special or other appurtenances shall be handled in strict accordance with recommendations of its respective manufacturer.

F. No rocks, stones, metal, concrete, bricks, pavement pieces, wood, soil lumps or other hard materials too big to pass through a six (6") inch screen shall be permitted within six (6") inches of the pipe after it is laid in the trench. Any pipe endangered by such debris shall be subject to removal and disposal at the Contractor's expense.

G. When pipe laying is not in progress, the open ends of installed pipe shall be closed by appropriate means to prevent the entrance of dirt and water. In the event ground water, sewage water or other potential contaminants enter any portion of the pipeline, after it is

laid, cleaning and preliminary disinfection with a strong hypochlorite solution shall be done.

H. Pipe lengths shall not be deflected at the joint to any greater degree than recommended by the manufacturer of the particular joint being used. Where deflections in excess of such recommendations are necessary, the appropriate specifications for the particular type of pipe being installed shall govern the mode of accomplishing such excessive deflections.

I. Provide non-conducting dielectric connections wherever jointing dissimilar metals.

J. Use suitable fittings, usually 1/8 bends, when abrupt grade changes of the pipe are necessary to avoid existing utilities or other obstructions, so as to secure and easy flow of liquid and to provide sufficient cover below same unless noted otherwise.

K. Install pipe to allow for expansion and contraction without stressing pipe or joints.

L. Deflect pipe joints in strict accordance with the pipe manufacturer's instructions. For river crossing pipe, in no case shall joint deflection exceed 15 degrees during installation and 12 degrees after installation unless otherwise approved by manufacturer.

M. With push-on joints, wipe surfaces that contact rubber gasket clean and dry just prior to making joint. Use lubricant in accordance with the manufacturer's instructions when making joint.

N. With mechanical joints, brush surfaces that contact rubber gasket with soapy water to remove all sand and grit just prior to making joint.

O. Make butt fusion joints in accordance with pipe manufacturer's and fusion machine manufacturer's instructions. The wall thickness of the adjoining pipes shall have the same DR at the point of fusion.

P. For butt fusion joints, the fusion unit shall include a battery-operated data logger designed for field use and for providing complete fusion data documentation from the beginning to the end of the fusion process, ensuring joint integrity and reliability. Data logger shall:
   1. Record actual joint data, retrieve stored data recorded, print out joint data, and download data stored to a PC.
   2. Display total elapsed time, a resetable stopwatch, actual machine pressure, recommended machine pressure, and actual number of data points being recorded.
   3. Provide a summary plot indicating pressure used to seat the heater, if correct shift sequence was used, duration of the melt cycle, magnitude of the fusion pressure, and duration of the cool cycle.
   4. Provide a computer download printout giving all the parameters of each joint on one page.

Q. Install trace wire continuous over top of PVC or polyethylene pipe; locate 18 inches below finished grade.

3.5 VALVES

A. Installation
   1. Valves shall be carefully handled and placed so as not to permit any damage to the interior coatings, disc or seat. Internal type lifting devices shall not be permitted. Do not use handwheels or stems as lifting of rigging points.
   2. All valves shall be carefully installed in their respective positions free from distortion and stress. Connecting joints shall conform to applicable requirements of the specifications.
   3. Stem guides shall be accurately aligned.
   4. If the valve box is tipped or otherwise not centered on the valve operating nut or not installed at the proper elevation, the Contractor shall, at his own expense, make whatever correction is required to remedy the defect promptly, upon notice to do so by the Engineer.

B. Testing
   1. All valves shall be tested in place by the Contractor as far as practicable under conditions for the pipelines, in which they are placed, and defects revealed in valves or connections under test shall be corrected at the expense of the Contractor to the satisfaction of the Engineer.

C. Operation and Maintenance Manuals
   1. Prior to or with the delivery of equipment, the manufacturer shall provide copies of an operation and maintenance manual including storage, installation, start-up, operating and maintaining instructions, and a complete parts and recommended spare parts list. The O & M Manuals shall be in compliance with the General Requirements of these specifications.

3.6 HYDRANTS

A. Set hydrants plumb and to grade of curb, street, alley, highway, or right-of-way with pumper nozzle toward middle line of street, highway, or right-of-way.

B. Set hydrant and watch valve on native hardwood blocking; provide stone fill up to drainage port.

C. If necessary, as determined by Engineer, to set a fire hydrant at a greater depth of bury as a result of changing hydrant location from that shown, adjust elevation by furnishing and installing the fire hydrant manufacturer’s standard barrel and stem extensions.

D. Paint fire hydrant exterior above ground level with two coats; Owner’s standards.

3.7 SERVICE CONNECTION ASSEMBLIES; BACTERIA SAMPLING AND FLUSHING ASSEMBLIES; BLOW-OFF ASSEMBLIES

A. Install assemblies as shown or noted; comply with component manufacturer's instructions.

B. Set valves plumb and on solid bearing; center and plumb valve box over valve; set box cover flush with finished grade; provide expansion joint material around portion of box in concrete pavement or sidewalks.

C. Place stone fill under blow-off assemblies.

D. Provide drain hole where indicated for blow-off assembly.

E. Remove bacteria sampling and flushing assemblies after notice from OWNER that mains have passed all tests and have been placed in service.

F. For existing service connections to be abandoned on existing water mains to remain in service, dig up (expose) and turn off the existing corporation stop at the connection to the existing main.

3.8 SERVICE CONNECTION PIPE

A. Installation pipe under street and highway pavements by pushing or boring, with no excavation closer than 5 feet to edge of pavement. No joints permitted within these limits.

B. When boring, if opening exceeds by 2 inches the outside diameter of the pipe installed, the opening around the pipe shall be filled with grout.

C. For existing service connections, intercept or extend as shown or noted to connect to new water mains.

3.9 JOINTING

A. The particular method of making up pipe joints shall be governed by the type of pipe material and type of joint in accordance with the drawings and/or specifications.

3.10 CONNECTION TO AND INSERTIONS INTO EXISTING MAINS

A. Existing mains into which valves are to be inserted cannot be shut down or taken out of service. The entire operation of installing the valves shall be accomplished below 100 psig at the point of installation.

B. Connect new mains to existing mains using proper fittings and in a manner acceptable to OWNER and ENGINEER.

C. Expose existing mains at connection points 10 days prior to making connections to determine elevation, verify type of pipe, confirm outside diameter of pipe, and identify type of restraints existing.

D. No cut-ins or connections to existing mains shall be made unless at least 48 hours notice is given to OWNER and ENGINEER.

E. Plan all connecting work to reduce number of shutoffs.

F. Two days prior to shutting valves on existing lines, notify all affected property owners, local official in charge of the water works system, and ENGINEER of such shutoff.

G. Keep shutoff time to a minimum and do at off-peak hours.

H. A representative of OWNER shall operate existing valves. CONTRACTOR shall not operate existing valves.

I. OWNER and ENGINEER assume no responsibility for any delay occasioned by special requirements or conditions which must be met in making connections.

J. Take extreme care in making connections to prevent contamination of existing mains.

K. Before making cut-ins or connections to existing mains, wash all fittings, valves, and pipe with clean water, and then disinfect by washing with a chlorine solution having a residual chlorine strength of not less than 50 ppm.

L. Plugs removed from existing mains that are not damaged may be reused within the Project, and those remaining after completion of construction shall remain the property of OWNER.

M. Connections to AC pipe shall be made with appropriate fittings specifically designed for AC pipe connections, and shall be acceptable to OWNER. All connections to AC pipe shall be via pad adapters. AC pipe must not be cut with a saw. All cuts shall be accomplished by snap cut.

3.11 ANCHORAGE

A. All hydrants, plugs, caps, tees and bends shall be provided with a reaction backing or shall be restrained by attaching suitable metal rods, clamps, anchored fittings or harnessed joints, as shown on the plans or as specified so as to prevent movement.

B. Reaction backing shall be of concrete, with steel reinforcement as required, unless otherwise shown on the drawings. Backing shall be placed between solid ground and the fitting or other part of the pipeline to be anchored; the area of bearing on the pipe and on the ground in each instance shall be that as indicated on the plans. The backing shall be so placed unless otherwise directed, that the pipe and fitting joints will be accessible for repair.

C. Steel tie rods or clamps of adequate strength to prevent movement may be used instead of concrete backing. Steel tie rods or clamps shall be used to connect the hydrant watch valves to the main and to connect the hydrant to the water valves when shown on the drawings. Steel rods or clamps shall be painted with three coats of an approved bituminous paint or coat tar enamel.

3.12 BACKFILLING

A. Backfilling shall be accomplished in a two-step procedure as follows: 1) partial backfill before leakage tests, and 2) completion of backfill after tests. Departure from this procedure due to traffic or other conditions shall be approved by the Engineer.

3.13 MAINTENANCE OF EXISTING DITCHES

A. The Contractor shall use the utmost care in maintaining ditches and other waterways, and, if either bottoms or banks of such ditches are disturbed, they shall be promptly restored and maintained for the life of the guaranty period. Similar care shall be used in preventing damage to existing pavement by caving of trench walls and undermining such pavement. If pavement is damaged, the Contractor shall repair same at his own expense.

3.14 CLEARING SITE AND RESTORING DAMAGED SURFACES

A. Upon completion of the backfill work, the Contractor shall immediately remove and dispose of all surplus materials including dirt and rubbish.

B. Unless otherwise called for on the plans, the Contractor shall replace all pavement, sidewalks, sod, or other surfaces disturbed to a condition equal to that existing before the work was started, furnishing all materials, labor, equipment, etc., at no additional cost to the Owner.

3.15 LEAKAGE TESTS

A. All pipeline construction shall be subjected to hydrostatic leakage testing of each valve section, as it is completed, unless otherwise directed by the Engineer. All pipes, valves, fittings, etc. shall be laid in such a manner as to leave all joints watertight.

B. Each section of pipe being tested shall be filled slowly with water, and, before applying the specified test pressure, all air shall be expelled from the pipe. The method of obtaining and placing test water(s) into the pipeline shall be approved by the Engineer.

C. The test shall be observed by the Engineer or his designate. The Owner will furnish a pressure gauge for measuring the pressure on the water main. The Contractor shall furnish a suitable pump, pipes, bulkheads and all appliances, labor, fuel, and other appurtenances necessary to make these tests.

D. The test pressure shall be maintained for sufficient length of time to allow for a thorough examination of joints and elimination of leakage where necessary. The pipeline shall be made absolutely tight under the test pressure.

E. The Contractor shall drain each section of the waterline piping after it has been tested. If the drains are connected to valve or drain vaults, then, within a reasonable period of time after the test has been completed, the Contractor shall pump all water out of the vaults.

F. In cold weather, immediately after testing a section of the waterline piping, the Contractor shall open all valves, air cocks, by-passes, and drains; shall drain that section of the pipeline, including the bonnets of all valves contained therein, and shall take all other precautions necessary to prevent injury due to freezing to the water main, piping and appurtenances.

G. Every precaution must be taken to remove, valve-off, or otherwise protect delicate control equipment in or attached to pipelines to prevent damage or injury thereto.

H. Leakage is defined as the quantity of water that must be supplied into the newly laid pipe, or any valved section thereof, as required to maintain the specified leakage test pressure after the pipe has been filled with water and the air expelled as herein required.

I. In calculating leakage, the Engineer will not make allowance for any leakage at the valves, the removable bulkheads, etc.

J. The evaluation of actual leakage to standard pressure leakage is calculated by the application of the ratio determined from the square root of respective pressures, other factors being equal.

K. The test pressure shall be 250 psi unless otherwise specified elsewhere in these specifications. Testing procedure shall be as specified herein for the particular pipe material contained in the section tested and shall be subject to modification as required by a particular pipeline material specification or part thereof, as contained elsewhere in these specifications.

L. For cast iron pipe (CIP) or ductile iron pipe (DIP), AWWA C600 shall govern the test, except that the allowable leakage rate shall be 12 gpd per mile of pipe per inch of diameter.

M. All defective materials and construction found in the pipeline as a result of leakage tests shall be corrected by removal of the defective materials and reconstruction with sound materials and construction. The entire section shall then be retested in accordance with the foregoing.

N. Any testing performed without the knowledge of the Engineer shall not be considered a test for the purpose of this specification.

O. The lack of hydrants, branch shutoff valves, or any other attachments to the line being tested shall not preclude the testing of each valved section as it is completed. In the event that hydrants, branch shutoff valves or any other attached appurtenances are not available for installation prior to testing of each valved section, then plugs or other approved means of containing line pressure must be utilized so as to test each valved section of main line

as it is completed. A retest of each valved section will then be necessary after all appurtenances are installed. There will be no additional payment for any such retests.

P. The Contractor shall provide all pressure test equipment. The Owner shall provide all test water required and shall provide test gauges.

3.16 DISINFECTION

A. Prior to disinfection, all pipeline construction shall be flushed to remove any foreign material. Flushing shall be performed after completion and approval of the leakage tests. The minimum requirements for flushing are as follows:

Pipe Size	Minimum GPM Required
6"	220
8"	390
10"	610
12"	880
14"	1,200
16"	1,565
18"	1,980
20"	2,450
24"	3,500

B. Flushing at these rates shall be continued for at least five (5) minutes. In the event the foregoing requirements cannot be met due to the Owner's facilities being inadequate, alternate rate(s) and duration(s) of flushing shall be used.

C. Disinfecting water mains shall be in accordance with AWWA C651 and as specified herein.

D. The following disinfectants may be used: Chlorine or chlorine water; calcium hypochlorite; sodium hypochlorite solution, or chlorinated lime-water mixture. Chlorine shall be applied at one extremity of a pipe section via a corporation stop (installed in the top of the pipe by the Contractor) and bled at the opposite extremity of a properly segregated section. Precautions shall be taken to prevent dosed water from flowing into the potable water supply. All high points on the section treated shall be properly vented for air escape.

E. The rate of applying the disinfectant shall provide at least 25 ppm (mg per liter) chlorine dose at the outlet end of the line section being treated. The disinfecting period shall be twenty-four (24) hours, and, at the end of this period, a chlorine residual of at least 10 mg per liter shall exist at the outlet end of the line.

In the event of unfavorable or unsanitary conditions of installation, poor packing, or high pH, the period of disinfection may be extended. For shorter periods of disinfection, higher dosages shall be required.

F. Sterilizing water shall be disposed of in a satisfactory manner by the Contractor. If the foregoing disinfection procedure fails to provide thorough disinfection of the line, it shall be repeated as necessary in the pipeline for a period of 20 - 30 days after it is placed into operation.

G. Tests for efficacy of sterilization shall be made by the Owner, and repeated sterilization shall be carried out by the Contractor when required.

H. Contractor shall provide all disinfectants and disinfection equipment. Owner shall provide all test waters needed

END OF SECTION 311113.01

SECTION 6
STANDARD SPECIFICATIONS

STANDARD SPECIFICATIONS

1. The "Construction and Material Specifications" of the State of Ohio Department of Transportation (ODOT), 2023 edition, current ODOT supplemental specifications, and current ODOT standard drawings shall govern work and materials which are not specified or modified herein or on the project Contract Drawings. All references to "the Department" shall be changed to "the Owner or his Representative." The project Contract Drawings and Specifications, in the event of a discrepancy, shall supersede the ODOT Specifications.

   The absence of an “As Per Plan” designation on some item descriptions in the proposal for which there are clear and controlling plan notes, specifications, or other requirements does not relieve the Contractor of the responsibility to read, bid and construct those particular items in accordance with the governing plan notes, specifications, or other requirements and the Contractor shall have no basis of claim based upon an “order of precedence”.

   ODOT 104.02 D., 611.04, 611.12, and 611.13 shall not apply to this project.

SECTION 7
SPECIFIC PROJECT REQUIREMENTS

SPECIFIC PROJECT REQUIREMENTS

1 - CONTACT DURING BIDDING

1.1 All questions during bidding should be addressed to Magdalena Boru, who can be reached at CT Consultants, Inc., 8150 Sterling Court, Mentor, Ohio 44060 at (440) 530.2340.

2 - CORRECTION PERIOD

2.1 The Correction Period in Section 13.07 of the General Conditions shall be changed from a one (1) year to a two (2) year period.

3 - INSURANCE

3.1 Section SC-5.04(D) of the Supplementary Conditions shall be deleted and no "all risk builders risk" or "installation floater" insurance need be purchased by the Contractor.

4 - WORKING HOURS

4.1 No work shall be performed between the hours of 7:30 PM and 7:30 AM nor on Saturday, Sunday, or legal Holidays, without written permission of the Owner.

4 - PROJECT COMPLETION

5.1 All work including restoration and clean-up shall be completed no later than the contract completion date. Failure to complete all work within the allotted time will result in assessment of liquidated damages. Upon completion of all work and written notification of same by the Contractor, the Engineer and Owner will compile a punch list. The punch list will be sent to the Contractor. All punch list work shall be completed to the satisfaction of the Engineer and the Owner within 14 days after receipt of the punch list. Failure to complete the punch list work within the allotted time will result in assessment of liquidated damages.

6 - MSDS SHEETS

6.1 Contractors or suppliers shall furnish MSDS sheets for any hazardous substance brought onto county property or a county job site.

7 - DRUG-FREE WORKPLACE PROGRAM

7.1 In accordance with Ohio Revised Code §153.03 and during the life of this project, the Contractor and all its Subcontractors that provide labor on the Project site must be enrolled in and remain in good standing in the Ohio Bureau of Worker's Compensation ("OBWC") Drug-Free Workplace Program ("DFWP") or a comparable program approved by the OBWC.

8 - OHIO ETHICS LAW

8.1 Contractor agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

9 - PERIODIC PAYMENTS

9.1 This project is expected to be funded in whole or in part by the Ohio EPA WPCLF/WSRLA Program. The Contractor shall comply with all requirements of this program. The periodic payments to the Contractor may be made in whole or in part through the OWNER and/or OWDA. In paragraph 14.02 C.1. of the General Conditions, change "ten days" to "sixty days."

9.1 Ohio EPA must approve all change orders prior to a change order item being paid on a pay estimate.

SECTION 8
SPECIAL REQUIREMENTS - EPA

Contract Document Provisions

The following contract requirements and forms are to be included in the construction contract documents. Completed copies of the forms are to be submitted to Ohio EPA within one week after bids are received, or sooner dependent on your individual project schedule. Bid packages for WPCLF projects should be submitted to DEFA in the central office while bid packages for WSRLA projects should be submitted to the appropriate DDAGW district office.

Equal Employment Opportunity (EEO) Requirements

The Contractor's EEO Certification Form must be (1) included in the contract documents and (2) referenced in the Instructions to Bidders, informing bidders that the form must be completed and submitted with their bid.
NOTE: If the loan applicant has its own EEO requirements, local procedures and forms may be substituted for the EPA form.

Debarment

The Certification Regarding Debarment, Suspension, and Other Responsibility Matters must be (1) included in the contract documents and (2) referenced in the Instructions to Bidders, informing bidders that the form must be completed and submitted with their bid.

Disadvantaged Business Enterprises (DBE) Utilization

The DBE Specification language and instructions to the bidders and Forms 6100-3, 6100-4 and 6100-2 must be (1) included in the contract documents and (2) referenced in the Instructions to Bidders, informing bidders that the forms must be completed and submitted with their bid.
NOTE: If the loan applicant has its own DBE requirements or if other funding programs with potentially competing DBE requirements are participating in the project funding, please contact Ohio EPA – DEFA for specific instructions regarding the DBE requirements.

Davis-Bacon wage rate requirements

The contract documents must include language that requires contractors and subcontractors to pay wages at rates not less than those prevailing on similar projects within the area as determined by the US Secretary of Labor. In addition, the loan recipient will be required to conduct wage interviews and monitor payroll for compliance.

American Iron and Steel

All treatment works projects funded by a WPCLF assistance agreement and all public water system projects funded by a WSRLA assistance agreement are required to comply with American Iron and Steel (AIS) requirements. The acknowledgement form must be included in the contract documents. The acknowledgement form should be signed by the contractor and submitted with the final bid package. It is recommended that the AIS guidance document and questions and answers document be included in the contract documents.

Bipartisan Infrastructure Law Signage Requirements

The Bipartisan Infrastructure Law (BIL) mandates that recipients of BIL funding must install a sign in compliance with the design specifications provided by the United States Environmental Protection Agency (USEPA). These signs should be placed either on the construction site or in a location that is easily visible and directly relevant to the respective construction project. BIL-specific signage is applicable to all construction projects that receive funding under BIL, including those related to Lead Service Line, Emerging Contaminants, and equivalency projects.

Equivalency projects include projects that receive funding through federal capitalization grants supporting the Water Pollution Control Loan Fund (WPCLF) and the Water Supply Revolving Loan Account (WSRLA) programs. For all BIL-funded and equivalency projects, recipients are responsible for ensuring that a sign is prominently displayed at the construction site. This sign should feature the official "Investing in America" emblem and clearly identify the project as "funded by President Biden's Bipartisan Infrastructure Law."

These signs must be place in locations that are easily visible, directly associated with the ongoing work, and they should be maintained in good condition throughout the entire construction period. Signage guidelines and design specifications provided by EPA for using the official Investing in America emblem are available at: https://www.epa.gov/invest/investing-america-signage.

The following contract requirements are to be included in the construction contract documents but are not required to be submitted to Ohio EPA for contract endorsement.

Violating Facilities Clause

Language prohibiting this use of equipment or services from anyone on the EPA List of Violating Facilities must be included in the contract documents.

Small Businesses in Rural Areas (SBRA)

Language encouraging the participation of small businesses in rural areas should be included in the contract documents.

Prohibition on Telecommunications and Video Surveillance

Restrictions to loan recipients and subrecipients on certain telecommunications and video surveillance services or equipment due to Public Law 115-232.

Insurance Provisions

Section 3.5 of the WPCLF/WSRLA Loan Agreement contains specific requirements regarding insurance for all contractors and all subcontractors for the life of the contract. These insurance requirements must be reflected in the contract documents. Adjust the language as needed to meet the specifics of the construction project while still meeting the provisions of the Loan Agreement.

Materials Testing

In addition to the details included with specific equipment testing in the specifications, there should be an overall statement regarding testing for the project. Adjust the language as needed to meet the specifics of the construction project.

Continuous Treatment Provisions

It is important that construction activities not result in any temporary violations of Drinking Water or NPDES permit requirements (for permitted facilities). Construction activities should interrupt wastewater service to the individual resident as little as possible. For drinking water projects, it is important that construction activities not result in any disruption of service. The example language is intended for construction work occurring at an existing drinking water plant or a WWTP and must be adjusted to meet the specifics of the construction project.

WPCLF/WSRLA Change Order Form

All change orders for the construction project must be executed on the WPCLF/WSRLA change order form. The form must be (1) included in the contract documents and (2) the instructions referenced in the Contract Documents.

The following contract requirements are provided in Ohio Revised Code (ORC). Some loan applicants have local requirements that supersede ORC provisions for competitive bidding, and these local requirements can be applied instead of ORC, except for those requirements specified in the WPCLF/WSRLA loan agreements.

Bid Guarantee

The requirements for a bid guarantee (which can be a bond or a certified check, cashier's check, or letter of credit) are covered in ORC 153.54.

Payment and Performance Bonds

The requirements for a Payment and Performance Bond are covered in ORC 153.54 and Section 3.4 of the WPCLF/WSRLA Loan Agreements.

Payment Retention

The requirement for payment retainage is provided in ORC153.12. Details on how the escrow account that holds the retainage are provided in ORC 153.13. Further details on how and when to pay for materials delivered and installed are provided in ORC 153.14.

Completion Time

The contract documents must state the length of the contract time per ORC 153.19. The dates for Initiation of Operation and Project Completion are specified in the WPCLF/WSRLA Loan Agreements and need to coincide with the specified contract time.

The following are contract provisions to consider but are not required. The language provided for each are samples only and must be adjusted to reflect the specifics of the project and local needs.

Local Protest Procedure

Some statement as to when a valid protest must be filed, in what form it must be filed and who it must be filed with should be included. ORC 153.12 has some default procedures for handling disputes. If the owner wants more control than provided in ORC, a procedure needs to be spelled out in the Contract Documents.

Basis and Method for Award

The contract documents should include some language that clearly states what the Owner will consider when determining the successful bidder and to provide a clear basis for the Owner when they have a need to reject the low bidder and go with a different bidder.

Payment Methods

To minimize uncertainty and arguments that can slow down the progress of construction it is useful to provide language stating how and when the Contractor will get paid. In addition to ORC and other local requirements, the involvement of public funding Agencies such as the WPCLF, WSRLA, Ohio Public Works Commission and Community Development Block Grant impact the process and timing for payments.

Contract Documents Review

Whenever possible, all the provisions listed above must be included in the contract documents for the project prior to advertisement for bids. Ohio EPA's review for these contract provisions will occur as part of our normal detail plans and specifications review. The bidding documents are to be submitted to Ohio EPA for review regardless of whether a Permit to Install or a Plan Approval is required for the project.

After bidding has started:

In those cases when WPCLF or WSRLA funding is being requested after advertisement for bids has started, add all missing contract provisions, forms, and requirements via addendum.

After bids have been opened but before contracts have been signed:

If the bid advertisement period is over and bids have been opened, but the construction contract have not been signed yet, provide a draft contract change order which would be used to incorporate all missing contract provisions, forms, and requirements into the contract. This should be done in consultation with local legal counsel to address any potential bid protest concerns.

Construction contracts have already been signed:

If the construction contract has already been signed, a contract change order must be executed incorporating all missing contract provisions, forms, and requirements into the contract.

A Contract Documents Review checklist is provided here to help ensure that all requirements are included and to help expedite Ohio EPA's review of your documents.

Bid Package Submittals

Certain documents must be submitted to Ohio EPA within one week after bids are received, or sooner dependent on your individual project schedule. Please look here for a complete list of the required submittals.

NOTE: THE CONTRACT LANGUAGE SAMPLES PROVIDED HEREIN ARE EXAMPLES OF WHAT COULD BE INCLUDED IN ALL CONTRACTS THAT USE WPCLF OR WSRLA FUNDS. OHIO EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THESE CLAUSES WITH RESPECT TO STATE OR LOCAL LAW. IT IS IMPERATIVE THAT ANY PARTY INSERTING THESE CLAUSES INTO A CONTRACT VERIFY THAT THEY ARE LEGAL AND ENFORCEABLE ACCORDING TO STATE AND LOCAL LAWS, REGULATIONS, AND ORDINANCES.

Disadvantaged Business Enterprises (DBE) Utilization

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 goals for construction related activities are 1.3% of all contracts to MBEs and 1.0% of all contracts to WBEs.

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 http://www.ohioucp.org as well as the ODOT website www.dot.state.oh.us/divisions/equalopportunity/pages/dbe.aspx.

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.

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 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 DBE[1] subcontractor[2] 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.

Please use the space below to report any concerns regarding the above EPA-funded project:

Subcontractor Signature	Print Name
Title	**Date**

ALERT

"Total Procurement" fields and "MBE/WBE Combined Procurement" fields located in section 4B of this form should include Federal funds provided under the assistance agreement, recipient matching funds, and funds from other sources that are included in the assistance agreement.

Due to process time of Paperwork Reduction Act procedures, EPA is not able to update the EPA Form 5700-52A immediately to reflect this clarification.

If EPA grant recipients have questions about EPA Form 5700-52A, please work with your respective Grants Specialist or DBE Coordinator.

OMB CONTROL NO. 2030-0020
APPROVAL EXPIRES 06/30/2024

U.S. ENVIRONMENTAL PROTECTION AGENCY MBE/WBE UTILIZATION UNDER FEDERAL GRANTS AND COOPERATIVE AGREEMENTS

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2030-0020). Responses to this collection of information are required to obtain an assistance agreement (40 CFR Part 30, 40 CFR Part 31, and 40 CFR Part 33 for awards made prior to December 26, 2014, and 2 CFR 200, 2 CFR 1500, and 40 CFR Part 33 for awards made after December 26, 2014). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 1 hour per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

1A. REPORTING PERIOD	1B. REPORT TYPE
October 1, – September 30,	☐ Annual ☐ Final Report (Project completed)

1C: Revision of a Prior Year Report? ◯ No ◯ Yes
If yes, what reporting period is being revised and briefly describe the changes made. **Note:** The revised report will replace the associated original report in its entirety.

2A. RECIPIENT UNIQUE ENTITY IDENTIFIER

2B. RECIPENT REPORTING CONTACT

Name:

Email:

Phone:

3. FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)
(For SRF state recipients, please include all numbers for all open assistance agreements being reported on this form.

4A. If NO procurements were made this reporting period (by the recipient, sub-recipient(s), loan recipient(s), and prime contractor(s)), **CHECK and SKIP to Block No. 6**. (Procurements are all expenditures through contract, order, purchase, lease or barter of supplies, equipment, construction, or services needed to complete Federal assistance programs.)

☐

4B. Total Procurements & MBE/WBE Accomplishments This Reporting Period (in dollars)

	Construction	Non-Construction	Total
Total Procurement:	$ _____	$ _____	$ _____
MBE/WBE Combined Procurement:	$ _____	$ _____	$ _____

5A. Good Faith Efforts: If procurements were made, indicate whether your organization has followed the six Good Faith efforts found in 40 CFR Part 33, Subpart C, 40 CFR 33.501 and 2 CFR 200.321.

☐ Yes, my organization has implemented and documented each of the six Good Faith Efforts on the procurements made during this reporting period.

☐ No, my organization has not implemented and documented each of the six Good Faith Efforts on the procurements made during this reporting period.

5B. If procurements were made, but no MBE/WBE procurements are being reported, then check the applicable box(es) for the reason(s) why no MBE/WBE procurements were made.

☐ No MBE/WBE(s) applied ☐ No MBE/WBE(s) were qualified

☐ Other:

6. NAME OF RECIPIENT'S AUTHORIZED REPRESENTATIVE	TITLE
7. SIGNATURE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE	DATE

Instructions:

A. General Instructions:

MBE/WBE utilization is based on 40 CFR Part 33 and 2 CFR Parts 200 and 1500. The reporting requirement reflects the change in the reporting threshold described in Recipient/ Applicant Information Notice-2018-G04 issued by EPA's Office of Grants and Debarment on September 7, 2018 (https://www.epa.gov/grants/rain-2018-g04). EPA Form 5700-52A must be completed annually by recipients of financial assistance agreements where the combined total of funds budgeted for procuring supplies, equipment, construction and services exceeds the current Simplified Acquisition Threshold as set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1. This reporting requirement applies to all new and existing awards and voids all previous reporting requirements.

In determining whether the threshold is exceeded for a particular assistance agreement, the analysis must focus on funds budgeted for procurement under the supplies, equipment, construction, services or "other" categories, and include funds budgeted for procurement under sub- awards or loans.

Reporting will also be required in cases where the details of the budgets of sub-awards/loans are not clear at the time of the grant awards and the combined total of the procurement and sub-awards and/or loans exceeds the Simplified Acquisition Threshold.

For example, if the Simplified Acquisition Threshold is $250,000, then if a recipient has $300,000 budgeted under procurement, then completion of this report is required.

When reporting is required, all procurement actions are reportable, not just the portion which exceeds the Simplified Acquisition Threshold.

If at the time of award the budgeted funds exceed the Simplified Acquisition Threshold but actual expenditures fall below, a report is still required.

If at the time of award, the combined total of funds budgeted for procurements in any category is less than or equal to the Simplified Acquisition Threshold and is maintained below the threshold, no DBE report is required to be submitted.

Recipients are required to report 30 days after the end of each federal fiscal year (i.e. October 30th), per the terms and conditions of the financial assistance agreement.

Final reports are due October 30th or 120 days after the end of the project period, whichever comes first.

MBE/WBE program requirements, including reporting, are material terms and conditions of the financial assistance agreement. Failure to comply may lead to termination of the financial assistance agreement which is then reported to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) pursuant to 2 CFR 200.339(b).

B. Submission:

Recipients must submit completed forms to the point of contact associated with the awarding office for the applicable assistance agreement.
Information on specific points of contact for EPA's Headquarters and ten Regional Offices is located at:

https://www.epa.gov/grants/frequently-asked-questions-disadvantaged-business-enterprises

Questions regarding the completion of this form should be directed to the DBE Coordinator associated with the awarding office for the applicable assistance agreement. A list of the DBE Coordinators for each awarding office can be located here:

https://www.epa.gov/grants/epa-dbe-program-coordinators

c. Instructions:

1A. Specify Federal fiscal year this report covers. The Federal fiscal year runs from October 1st through September 30th (**e.g. November 29, 2020 falls within Federal fiscal year 2021**)

1B. Specify report type. Check the annual reporting box if this is an annual report. If it is a final report, check the final report box to indicate if the project is completed.

1C. Indicate if this is a revision to a previous year and provide a brief description of the revision you are making including what reporting period is being revised. The revised report will replace the associated original report in its entirety.

2A. Provide your organization's Unique Entity Identifier. More information about Unique Entity Identifier, including its meaning, can be found in 2 CFR Part 25.

2B. Identify the name and contact information for the person located within the recipient organization that can be contacted if questions arise from this report.

3. Provide the Federal Award Identification Number (FAIN) assigned by EPA. A separate report must be submitted for each Assistance Agreement.

*For SRF recipients: In box 3 list numbers for ALL OPEN Assistance Agreements being reported on this form.

4A. Self-explanatory. **Note:** Procurement means expenditures under the supplies, equipment, construction, services or "other" categories, and include funds expended for procurement under sub-awards or loans.

4B. Provide the total dollar amount (in dollars) of **ALL** procurements awarded this reporting period by construction, non-construction, and grand total by the recipient, sub-recipients, and SRF loan recipients, **including** MBE/WBE expenditures, not just the portion which exceeds the threshold. For example: Actual dollars for procurement from the procuring office; actual contracts let from the contracts office; actual goods, services, supplies, etc., from other sources including the central purchasing/ procurement centers).

Provide the total dollar amount (in dollars) of MBE/ WBE procurements **ONLY** awarded this reporting period by construction, non-construction, and grand total by the recipient, sub-recipients, SRF loan recipients, and prime contractors not just the portion which exceeds the threshold.

***For SRF recipients only**: In 4B, please enter the total annual procurement amount under all of your SRF Assistance Agreements. The figure reported in this section is **not** directly tied to an individual Assistance Agreement identification number. **(SRF state recipients report state procurements in this section)**

5A. Self-explanatory.

5B. If procurements were made during this reporting period, but no procurements with MBE(s) or WBE(s) are being reported, then select the reason why. If "Other" is chosen, please fill in with the reason.

6. Self-explanatory.

7. Self-explanatory.

**This data is requested to comply with provisions mandated by: statute or regulations (40 CFR Part 33 and/or 2 CFR Parts 200 and 1500); OMB Circulars; or added by EPA to ensure sound and effective assistance management. Accurate, complete data are required to obtain funding, while no pledge of confidentiality is provided.

Material Suppliers

In October 2009, OEPA/DEFA made a clarification to their DBE Policy. If a Contractor subcontracts work and cannot meet the Goals with MBE/WBE Subcontractors, the Goals may be met by supplying equipment from MBE/WBE Suppliers.

Also, Contractors that do not subcontract work do not have to comply with the MBE/WBE requirements although all Contractors are strongly encouraged to break the work into subcontracts whenever feasible.

Violating Facilities Clause

ViolatingFacilities:

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.

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.

This procurement is subject to the EPA policy of encouraging the participation of small business in rural areas (SBRAs).

WPCLF Local Protest Procedure

Protests

A protest based upon an alleged violation of the procurement requirement may be filed against the OWNER's procurement action by a party with an adversely affected direct financial interest. The protest shall be filed with the Mayor. The OWNER shall determine the protest. The OWNER may request additional information or a hearing in order to resolve the protest.

A protest shall be filed as early as possible during the procurement process, but must be received by the OWNER no later than one week after the basis of the protest is known or should have been known, whichever is earlier. If the protest is mailed, the protester bears the risk of nondelivery with in the required time period.

A protest must clearly present the procurement requirement being protested, the facts which support the protest, and any other information necessary to support the protest.

Continuous Treatment Provisions

It is important that construction activities not result in any temporary violations of NPDES permit requirements (for permitted facilities) and construction activities should interrupt wastewater service to the individual resident as little as possible. For drinking water projects, it is important that construction activities not result in any disruption of service. Any disruption of service must be immediately reported to the Ohio EPA, Drinking Water Section of the appropriate district office.

Continuous Treatment (wastewater projects)

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 their Contract.

The following example language is a sample of what might be appropriate for construction work occurring at an existing drinking water treatment plant. The language actually incorporated into the contract documents must be adjusted to meet the specifics of the construction project.

Continuous Treatment (drinking water projects)

The Contractor will be responsible for obtaining approval from Ohio EPA for use of temporary pumping facilities, piping and other items in order to complete the project without any plant by-passing. 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 their Contract.

WPCLF/WSRLA Payments

This project is funded in whole or in part by funds from the Water Pollution Control Loan Fund (WPCLF) or the Water Supply Revolving Loan Account (WSRLA) as administered by the Ohio EPA-DEFA and the Ohio Water Development Authority (OWDA). The Contractor shall comply with all requirements of these programs. The Owner shall be responsible for the progress payments to the Contractor if the Owner becomes ineligible for further payments due to circumstances which are of no fault of the Contractor. The monthly payments to vendors may be made through the Owner, the OWDA, or both as deemed by the Owner.

The time frame for payment of pay estimates by the Owner and/or Special Funding Agency(s) may be up to 60 calendar days from date of receipt of pay estimate from Engineer to Owner. Ohio EPA/DEFA must approve all change orders before the change order may be submitted for payment on a pay estimate.

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

Date

Chief Engineer

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.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

MAR 20 2014

OFFICE OF WATER

MEMORANDUM

SUBJECT: Implementation of American Iron and Steel provisions of P.L. 113-76, Consolidated Appropriations Act, 2014

FROM: Andrew D. Sawyers, Director
Office of Wastewater Management (4201M)

Peter C. Grevatt, Director
Office of Ground Water and Drinking Water (4601M)

TO: Water Management Division Directors
Regions I - X

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an "American Iron and Steel (AIS)" requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Federal Fiscal Year 2014.

Section 436 also sets forth certain circumstances under which EPA may waive the AIS requirement. Furthermore, the Act specifically exempts projects where engineering plans and specifications were approved by a State agency prior to January 17, 2014.

The approach described below explains how EPA will implement the AIS requirement. The first section is in the form of questions and answers that address the types of projects that must comply with the AIS requirement, the types of products covered by the AIS requirement, and compliance. The second section is a step-by-step process for requesting waivers and the circumstances under which waivers may be granted.

Implementation

The Act states:

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j–12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term ''iron and steel products'' means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the ''Administrator'') finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out

the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

The following questions and answers provide guidance for implementing and complying with the AIS requirements:

Project Coverage

1) What classes of projects are covered by the AIS requirement?

All treatment works projects funded by a CWSRF assistance agreement, and all public water system projects funded by a DWSRF assistance agreement, from the date of enactment through the end of Federal Fiscal Year 2014, are covered. The AIS requirements apply to the entirety of the project, no matter when construction begins or ends. Additionally, the AIS requirements apply to all parts of the project, no matter the source of funding.

2) Does the AIS requirement apply to nonpoint source projects or national estuary projects?

No. Congress did not include an AIS requirement for nonpoint source and national estuary projects unless the project can also be classified as a 'treatment works' as defined by section 212 of the Clean Water Act.

3) Are any projects for the construction, alteration, maintenance, or repair of a public water system or treatment works excluded from the AIS requirement?

Any project, whether a treatment works project or a public water system project, for which engineering plans and specifications were approved by the responsible state agency prior to January 17, 2014, is excluded from the AIS requirements.

4) What if the project does not have approved engineering plans and specifications but has signed an assistance agreement with a CWSRF or DWSRF program prior to January 17, 2014?

The AIS requirements do not apply to any project for which an assistance agreement was signed prior to January 17, 2014.

5) What if the project does not have approved engineering plans and specifications, but bids were advertised prior to January 17, 2014 and an assistance agreement was signed after January 17, 2014?

If the project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the approval date for purposes of the exemption in section 436(f).

6) What if the assistance agreement that was signed prior to January 17, 2014, only funded a part of the overall project, where the remainder of the project will be funded later with another SRF loan?

If the original assistance agreement funded any construction of the project, the date of the original assistance agreement counts for purposes of the exemption. If the original assistance agreement was only for planning and design, the date of that assistance agreement will count for purposes of the exemption only if there is a written commitment or expectation on the part of the assistance recipient to fund the remainder of the project with SRF funds.

7) What if the assistance agreement that was signed prior to January 17, 2014, funded the first phase of a multi-phase project, where the remaining phases will be funded by SRF assistance in the future?

In such a case, the phases of the project will be considered a single project if all construction necessary to complete the building or work, regardless of the number of contracts or assistance agreements involved, are closely related in purpose, time and place. However, there are many situations in which major construction activities are clearly undertaken in phases that are distinct in purpose, time, or place. In the case of distinct phases, projects with engineering plans and specifications approval or assistance agreements signed prior to January 17, 2014 would be excluded from AIS requirements while those approved/signed on January 17, 2014, or later would be covered by the AIS requirements.

8) What if a project has split funding from a non-SRF source?

Many States intend to fund projects with "split" funding, from the SRF program and from State or other programs. Based on the Act language in section 436, which requires that American iron and steel products be used in any project for the construction, alteration, maintenance, or repair of a public water system or treatment works receiving SRF funding between and including January 17, 2014 and September 30, 2014, any project that is funded in whole or in part with such funds must comply with the AIS requirement. A "project" consists of all construction necessary to complete the building or work regardless of the number of contracts or assistance agreements involved so long as all contracts and assistance agreements awarded are closely related in purpose, time and place. This precludes the intentional splitting of SRF projects into separate and smaller contracts or assistance agreements to avoid AIS coverage on some portion of a larger project, particularly where the activities are integrally and proximately related to the whole. However, there are many situations in which major construction activities are clearly undertaken in separate phases that are distinct in purpose, time, or place, in which

case, separate contracts or assistance agreement for SRF and State or other funding would carry separate requirements.

9) What about refinancing?

If a project began construction, financed from a non-SRF source, prior to January 17, 2014, but is refinanced through an SRF assistance agreement executed on or after January 17, 2014 and prior to October 1, 2014, AIS requirements will apply to all construction that occurs on or after January 17, 2014, through completion of construction, unless, as is likely, engineering plans and specifications were approved by a responsible state agency prior to January 17, 2014. There is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to January 17, 2014.

10) Do the AIS requirements apply to any other EPA programs, besides the SRF program, such as the Tribal Set-aside grants or grants to the Territories and DC?

No, the AIS requirement only applies to funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j–12)

Covered Iron and Steel Products

11) What is an iron or steel product?

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

Lined or unlined pipes or fittings;
Manhole Covers;
Municipal Castings (defined in more detail below);
Hydrants;
Tanks;
Flanges;
Pipe clamps and restraints;
Valves;
Structural steel (defined in more detail below);
Reinforced precast concrete; and
Construction materials (defined in more detail below).

12) What does the term 'primarily iron or steel' mean?

'Primarily iron or steel' places constraints on the list of products above. For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by cost. The cost should be based on the material costs.

13) Can you provide an example of how to perform a cost determination?

For example, the iron portion of a fire hydrant would likely be the bonnet, body and shoe, and the cost then would include the pouring and casting to create those components. The other material costs would include non-iron and steel internal workings of the fire hydrant (i.e., stem, coupling, valve, seals, etc). However, the assembly of the internal workings into the hydrant body would not be included in this cost calculation. If one of the listed products is not made primarily of iron or steel, United States (US) provenance is not required. An exception to this definition is reinforced precast concrete, which is addressed in a later question.

14) If a product is composed of more than 50% iron or steel, but is not listed in the above list of items, must the item be produced in the US? Alternatively, must the iron or steel in such a product be produced in the US?

The answer to both question is no. Only items on the above list must be produced in the US. Additionally, the iron or steel in a non-listed item can be sourced from outside the US.

15) What is the definition of steel?

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

16) What does 'produced in the United States' mean?

Production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components

do not have to be of domestic origin.

17) Are the raw materials used in the production of iron or steel required to come from US sources?

No. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

18) If an above listed item is primarily made of iron or steel, but is only at the construction site temporarily, must such an item be produced in the US?

No. Only the above listed products made primarily of iron or steel, permanently incorporated into the project must be produced in the US. For example trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

19) What is the definition of 'municipal castings'?

Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

Access Hatches;
Ballast Screen;
Benches (Iron or Steel);
Bollards;
Cast Bases;
Cast Iron Hinged Hatches, Square and Rectangular;
Cast Iron Riser Rings;
Catch Basin Inlet;
Cleanout/Monument Boxes;
Construction Covers and Frames;
Curb and Corner Guards;
Curb Openings;
Detectable Warning Plates;
Downspout Shoes (Boot, Inlet);
Drainage Grates, Frames and Curb Inlets;
Inlets;
Junction Boxes;
Lampposts;
Manhole Covers, Rings and Frames, Risers;

Meter Boxes;
Service Boxes;
Steel Hinged Hatches, Square and Rectangular;
Steel Riser Rings;
Trash receptacles;
Tree Grates;
Tree Guards;
Trench Grates; and
Valve Boxes, Covers and Risers.

20) What is 'structural steel'?

Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

21) What is a 'construction material' for purposes of the AIS requirement?

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered "structural steel". This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

22) What is not considered a 'construction material' for purposes of the AIS requirement?

Mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters,

heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

23) If the iron or steel is produced in the US, may other steps in the manufacturing process take place outside of the US, such as assembly?

No. Production in the US of the iron or steel used in a listed product requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

24) What processes must occur in the US to be compliant with the AIS requirement for reinforced precast concrete?

While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin.

If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the US.

Compliance

25) How should an assistance recipient document compliance with the AIS requirement?

In order to ensure compliance with the AIS requirement, specific AIS contract language must be included in each contract, starting with the assistance agreement, all the way down to the purchase agreements. Sample language for assistance agreements and contracts can be found in Appendix 3 and 4.

EPA recommends the use of a step certification process, similar to one used by the Federal Highway Administration. The step certification process is a method to ensure that producers adhere to the AIS requirement and assistance recipients can verify that products comply with the AIS requirement. The process also establishes accountability and better enables States to take enforcement actions against violators.

Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. A step certification is a process under which each handler (supplier, fabricator, manufacturer,

processor, etc) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification can be quite simple. Typically, it includes the name of the manufacturer, the location of the manufacturing facility where the product or process took place (not its headquarters), a description of the product or item being delivered, and a signature by a manufacturer's responsible party. Attached, as Appendix 5, are sample certifications. These certifications should be collected and maintained by assistance recipients.

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the US. While this type of certification may be acceptable, it may not provide the same degree of assurance. Additional documentation may be needed if the certification is lacking important information. Step certification is the best practice.

26) How should a State ensure assistance recipients are complying with the AIS requirement?

In order to ensure compliance with the AIS requirement, States SRF programs must include specific AIS contract language in the assistance agreement. Sample language for assistance agreements can be found in Appendix 3.

States should also, as a best practice, conduct site visits of projects during construction and review documentation demonstrating proof of compliance which the assistance recipient has gathered.

27) What happens if a State or EPA finds a non-compliant iron and/or steel product permanently incorporated in the project?

If a potentially non-compliant product is identified, the State should notify the assistance recipient of the apparent unauthorized use of the non-domestic component, including a proposed corrective action, and should be given the opportunity to reply. If unauthorized use is confirmed, the State can take one or more of the following actions: request a waiver where appropriate; require the removal of the non-domestic item; or withhold payment for all or part of the project. Only EPA can issue waivers to authorize the use of a non-domestic item. EPA may use remedies available to it under the Clean Water Act, the Safe Drinking Water Act, and 40 CFR part 31 grant regulations, in the event of a violation of a grant term and condition.

It is recommended that the State work collaboratively with EPA to determine the appropriate corrective action, especially in cases where the State is the one who identifies the item in noncompliance or there is a disagreement with the assistance recipient.

If fraud, waste, abuse, or any violation of the law is suspected, the Office of Inspector General (OIG) should be contacted immediately. The OIG can be reached at 1-888-546-8740 or OIG_Hotline@epa.gov. More information can be found at this website: http://www.epa.gov/oig/hotline.htm.

28) How do international trade agreements affect the implementation of the AIS requirements?

The AIS provision applies in a manner consistent with United States obligations under international agreements. Typically, these obligations only apply to direct procurement by the entities that are signatories to such agreements. In general, SRF assistance recipients are not signatories to such agreements, so these agreements have no impact on this AIS provision. In the few instances where such an agreement applies to a municipality, that municipality is under the obligation to determine its applicability and requirements and document the actions taken to comply for the State.

Waiver Process

The statute permits EPA to issue waivers for a case or category of cases where EPA finds (1) that applying these requirements would be inconsistent with the public interest; (2) iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent.

In order to implement the AIS requirements, EPA has developed an approach to allow for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework described below will allow States, on behalf of the assistance recipients, to apply for waivers of the AIS requirement directly to EPA Headquarters. Only waiver requests received from states will be considered. Pursuant to the Act, EPA has the responsibility to make findings as to the issuance of waivers to the AIS requirements.

Definitions

The following terms are critical to the interpretation and implementation of the AIS requirements and apply to the process described in this memorandum:

Reasonably Available Quantity: The quantity of iron or steel products is available or will be available at the time needed and place needed, and in the proper form or specification as specified in the project plans and design.

Satisfactory Quality: The quality of iron or steel products, as specified in the project plans and designs.

Assistance Recipient: A borrower or grantee that receives funding from a State CWSRF or DWSRF program.

Step-By-Step Waiver Process

Application by Assistance Recipient

Each local entity that receives SRF water infrastructure financial assistance is required by section 436 of the Act to use American made iron and steel products in the construction of its project. However, the recipient may request a waiver. Until a waiver is granted by EPA, the AIS requirement stands, except as noted above with respect to municipalities covered by international agreements.

The waiver process begins with the SRF assistance recipient. In order to fulfill the AIS requirement, the assistance recipient must in good faith design the project (where applicable) and solicit bids for construction with American made iron and steel products. It is essential that the assistance recipient include the AIS terms in any request for proposals or solicitations for bids, and in all contracts (see Appendix 3 for sample construction contract language). The assistance recipient may receive a waiver at any point before, during, or after the bid process, if one or more of three conditions is met:

1. Applying the American Iron and Steel requirements of the Act would be inconsistent with the public interest;
2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
3. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Proper and sufficient documentation must be provided by the assistance recipient. A checklist detailing the types of information required for a waiver to be processed is attached as Appendix 1.

Additionally, it is strongly encouraged that assistance recipients hold pre-bid conferences with potential bidders. A pre-bid conference can help to identify iron and steel products needed to complete the project as described in the plans and specifications that may not be available from domestic sources. It may also identify the need to seek a waiver prior to bid, and can help inform the recipient on compliance options.

In order to apply for a project waiver, the assistance recipient should email the request in the form of a Word document (.doc) to the State SRF program. It is strongly recommended that the State designate a single person for all AIS communications. The State SRF designee will review the application for the waiver and determine whether the necessary information has been included. Once the waiver application is complete, the State designee will forward the application to the EPA for review.

Evaluation by EPA

After receiving an application for waiver of the AIS requirements, EPA Headquarters will publish the request on its website for 15 days and receive informal comment. EPA Headquarters will then use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to

determine whether or not to grant the waiver.

In the event that EPA finds that adequate documentation and justification has been submitted, the Administrator may grant a waiver to the assistance recipient. EPA will notify the State designee that a waiver request has been approved or denied as soon as such a decision has been made. Granting such a waiver is a three-step process:

1. Posting – After receiving an application for a waiver, EPA is required to publish the application and all material submitted with the application on EPA's website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to EPA. The website can be found at: http://water.epa.gov/grants_funding/aisrequirement.cfm

2. Evaluation – After receiving an application for waiver of the AIS requirements, EPA Headquarters will use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.

3. Signature of waiver approval by the Administrator or another agency official with delegated authority – As soon as the waiver is signed and dated, EPA will notify the State SRF program, and post the signed waiver on our website. The assistance recipient should keep a copy of the signed waiver in its project files.

Public Interest Waivers

EPA has the authority to issue public interest waivers. Evaluation of a public interest waiver request may be more complicated than that of other waiver requests so they may take more time than other waiver requests for a decision to be made. An example of a public interest waiver that might be issued could be for a community that has standardized on a particular type or manufacturer of a valve because of its performance to meet their specifications. Switching to an alternative valve may require staff to be trained on the new equipment and additional spare parts would need to be purchased and stocked, existing valves may need to be unnecessarily replaced, and portions of the system may need to be redesigned. Therefore, requiring the community to install an alternative valve would be inconsistent with public interest.

EPA also has the authority to issue a public interest waiver that covers categories of products that might apply to all projects.

EPA reserves the right to issue national waivers that may apply to particular classes of assistance recipients, particular classes of projects, or particular categories of iron or steel products. EPA may develop national or (US geographic) regional categorical waivers through the identification of similar circumstances in the detailed justifications presented to EPA in a waiver request or requests. EPA may issue a national waiver based on policy decisions regarding the public's interest or a determination that a particular item is not produced domestically in reasonably available quantities or of a sufficient quality. In such cases, EPA may determine it is necessary to issue a national waiver.

If you have any questions concerning the contents of this memorandum, you may contact us, or have your staff contact Jordan Dorfman, Attorney-Advisor, State Revolving Fund Branch, Municipal Support Division, at dorfman.jordan@epa.gov or (202) 564-0614 or Kiri Anderer, Environmental Engineer, Infrastructure Branch, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

Attachments

Appendix 1: Information Checklist for Waiver Request

The purpose of this checklist is to help ensure that all appropriate and necessary information is submitted to EPA. EPA recommends that States review this checklist carefully and provide all appropriate information to EPA. This checklist is for informational purposes only and does not need to be included as part of a waiver application.

Items	✓	Notes
General • Waiver request includes the following information: — Description of the foreign and domestic construction materials — Unit of measure — Quantity — Price — Time of delivery or availability — Location of the construction project — Name and address of the proposed supplier — A detailed justification for the use of foreign construction materials • Waiver request was submitted according to the instructions in the memorandum • Assistance recipient made a good faith effort to solicit bids for domestic iron and steel products, as demonstrated by language in requests for proposals, contracts, and communications with the prime contractor		
Cost Waiver Requests • Waiver request includes the following information: — Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products — Relevant excerpts from the bid documents used by the contractors to complete the comparison — Supporting documentation indicating that the contractor made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contacted suppliers		
Availability Waiver Requests • Waiver request includes the following supporting documentation necessary to demonstrate the availability, quantity, and/or quality of the materials for which the waiver is requested: — Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery date for construction materials — Documentation of the assistance recipient's efforts to find available domestic sources, such as a description of the process for identifying suppliers and a list of contacted suppliers. — Project schedule — Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials • Waiver request includes a statement from the prime contractor and/or supplier confirming the non-availability of the domestic construction materials for which the waiver is sought • Has the State received other waiver requests for the materials described in this waiver request, for comparable projects?		

Appendix 2: HQ Review Checklist for Waiver Request

Instructions: To be completed by EPA. Review all waiver requests using the questions in the checklist, and mark the appropriate box as Yes, No or N/A. Marks that fall inside the shaded boxes may be grounds for denying the waiver. If none of your review markings fall into a shaded box, the waiver is eligible for approval if it indicates that one or more of the following conditions applies to the domestic product for which the waiver is sought:

1. The iron and/or steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.
2. The inclusion of iron and/or steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Review Items	Yes	No	N/A	Comments
Cost Waiver Requests • Does the waiver request include the following information? — Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products — Relevant excerpts from the bid documents used by the contractors to complete the comparison — A sufficient number of bid documents or pricing information from domestic sources to constitute a reasonable survey of the market • Does the Total Domestic Project exceed the Total Foreign Project Cost by more than 25%?				
Availability Waiver Requests • Does the waiver request include supporting documentation sufficient to show the availability, quantity, and/or quality of the iron and/or steel product for which the waiver is requested? — Supplier information or other documentation indicating availability/delivery date for materials — Project schedule — Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of materials • Does supporting documentation provide sufficient evidence that the contractors made a reasonable effort to locate domestic suppliers of materials, such as a description of the process for identifying suppliers and a list of contacted suppliers? • Based on the materials delivery/availability date indicated in the supporting documentation, will the materials be unavailable when they are needed according to the project schedule? (By item, list schedule date and domestic delivery quote date or other relevant information) • Is EPA aware of any other evidence indicating the non-availability of the materials for which the waiver is requested? Examples include: — Multiple waiver requests for the materials described in this waiver request, for comparable projects in the same State — Multiple waiver requests for the materials described in this waiver request, for comparable projects in other States — Correspondence with construction trade associations indicating the non-availability of the materials • Are the available domestic materials indicated in the bid documents of inadequate quality compared those required by the project plans, specifications, and/or permits?				

SR.EPA.40

Appendix 5: Sample Certifications

The following information is provided as a sample letter of **step** certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

_____

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

The following information is provided as a sample letter of certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

_____

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

American Iron & Steel (AIS) Requirement of the Consolidated Appropriations Act of 2014 (Public Law 113-76)

Q&A Part 2

PRODUCT QUESTIONS

1. **Q: Do all fasteners qualify for de minimis exemption?**

   A: No. There is no broad exemption for fasteners from the American Iron and Steel (AIS) requirements. Significant fasteners used in SRF projects are not subject to the de minimis waiver for projects and must comply with the AIS requirements. Significant fasteners include fasteners produced to industry standards (e.g., ASTM standards) and/or project specifications, special ordered or those of high value. When bulk purchase of unknown-origin fasteners that are of incidental use and small value are used on a project, they may fall under the national de minimis waiver for projects. The list of potential items could be varied, such as big-box/hardware-store-variety screws, nails, and staples. The key characteristics of the items that may qualify for the de minimis waiver would be items that are incidental to the project purpose (such as drywall screws) and not significant in value or purpose (such as common nails or brads).

   EPA also clarifies that minor components of two listed products – valves and hydrants -- may not need to meet the AIS requirements if the minor components compromise a very small quantity of minor, low-cost fasteners that are of unknown origin.

2. **Q: Does PCCP pipe have to be domestically produced?**

   A: Yes. Pre-stressed concrete cylinder pipe (PCCP) or other similar concrete cylinder pipes would be comparable to pre-cast concrete which is specifically listed in the Consolidated Appropriations Act of 2014 as a product subject to the AIS requirement.

3. **Q: If the iron or steel is made from recycled metals will the vendor/supplier have to provide a certification document certifying that the recycled metals are domestically produced?**

   A: No. Recycled source materials used in the production of iron and steel products do not have to come from the U.S. Iron or steel scrap, for instance, are considered raw materials that may come from anywhere. While certification is not required for the raw material, EPA does recommend that additional final processing of iron and steel be certified to have occurred in the U.S.

4. **Q: Do tanks used for filtration systems, if delivered to the construction site separately and then filled with filtration media onsite, have to be domestically produced?**

A: No. Tanks that are specifically designed to be filters, or as parts of a filtration system, do not have to be domestically produced because these parts are no longer simply tanks, even if the filter media has not been installed and will be installed at the project site, as is customary to do for shipping purposes. These parts have only one purpose which is to be housing for filters and cannot be used in another fashion.

5. **Q: Can a recipient use non-domestic flanged pipe?**

   A: No. While the Consolidated Appropriations Act of 2014 does not specifically mention flanged pipe, since it does mention both pipe and flanges, both products would need to be domestically produced. Therefore, flanged pipe would also need to be domestically produced.

6. **Q: Can a recipient use non-domestic couplings, expansion joints, and other similar pipe connectors?**

   A: No. These products would be considered specialty fittings, due to their additional functionality, but still categorized under the larger "fitting" categorization. Fittings are defined as a material that joins pipes together or connects to a pipe (AWWA, The Drinking Water Dictionary, 2000). Therefore, these products must comply with the AIS requirements and be produced domestically.

7. **Q: Can a recipient use non-domestic service saddles and tapping sleeves?**

   A: No. These products are necessary for pipe repair, to tap a water main, or to install a service or house connection. Therefore, they are included under the larger "pipe restraint" category which is a specifically identified product subject to the domestic preference in the Consolidated Appropriations Act of 2014.

8. **Q: The AIS guidance does not appear to cover reused items (i.e., existing pipe fittings, used storage tanks, reusing existing valves). How should reused items be addressed?**

   A: The AIS guidance does not address reuse of items. Reuse of items that would otherwise be covered by AIS is acceptable provided that the item(s) was originally purchased prior to January 17, 2014, the reused item(s) is not substantially altered from original form/function, and any restoration work that may be required does not include the replacement or addition of foreign iron or steel replacement parts. EPA recommends keeping a log of these reused items by including them on the assistance recipient's de minimis list, and stating therein that these items are reused products. The donation of new items (such as a manufacturer waiving cost for certain delivered items because of concerns regarding the origin of a new product) is not, however, considered reuse.

9. **Q: What does "time needed" mean in the AIS guidance, in reference to the definition of "Reasonably Available Quantity"?**

A: For considering whether a product would meet reasonably available quantity, "time needed" is based on the construction schedule. If the item is delayed and there is substantial impact on the overall construction schedule, this would not be according to the "time needed."

10. **Q: If a product is not specifically included on the list of AIS covered products, must it comply with AIS?**

    A: Possibly. The AIS requirements include a list of specifically covered products, one of which is construction materials, a broad category of potential products. For construction materials, EPA's AIS guidance includes a set of example items that it considers construction materials composed primarily of iron and steel and covered by the Act. This example list in the guidance is not an all-inclusive list of potential construction materials. However, the guidance also includes a list of items that EPA specifically does not consider construction materials, generally those of electrical or complex-mechanical nature. If a product is similar to the ones in the non-construction material list (and it is also not specifically listed by the Act), it is not a construction material. For all other items specifically included in the Act, coverage is generally self-evident.

11. **Q: If a listed iron and steel product is used as a part for an assembled product that is non-domestic, do the AIS requirements apply?**

    A: AIS requirements only apply to the final product as delivered to the work site and incorporated into the project. Other assemblies, such as a pumping assembly or a reverse osmosis package plant, are distinct products not listed and do not need to be made in the U.S. or composed of all U.S. parts. Therefore, for the case of a non-covered product used in a larger non-domestic assembly, the components, even if specifically listed in the Consolidated Appropriations Act, do not have to be domestically produced.

12. **Q: Is cast iron excluded from the AIS requirements?**

    A: No. Cast iron products that fall under the definition of iron and steel products must comply with the AIS requirements.

13. **Q: The guidance states that "construction materials" do not include mechanical equipment, but then identifies ductwork as a construction material. Please clarify.**

    A: Ductwork is not mechanical equipment, therefore it is considered a "construction material" and must comply with the AIS requirements.

14. **Q: Do "meters" mentioned in EPA's guidance as non-construction materials include both flow meters and water meters?**

    A: Yes. "Meters" includes any type of meter, including: flow meters, wholesale meters, and water meters/service connections.

15. **Q: Must coiled steel be domestic?**

    A: Yes. Coiled steel is an intermediate product used in the production of steel pipe and must come from a U.S. source or subject to a waiver in order to comply with the AIS requirements.

16. **Q: Are pig iron, direct reduced iron (DRI), and ingot considered raw materials?**

    A: No. These are considered intermediate products used in the production of iron or steel and must come from a U.S. source or subject to a waiver in order to comply with the AIS requirements.

17. **Q: Can assistance recipients rely on a marking that reads, "Made in the USA," as evidence that all processes took place in the U.S.?**

    A: No. This designation is not consistent with our requirements that all manufacturing processes of iron and steel products must take place in the U.S.

18. **Q: When determining what constitutes a product made "primarily" of iron or steel, who makes this determination?**

    A: The manufacturer will show if its product qualifies as primarily made of iron or steel. The recipient should expect the manufacturer to provide documentation/ certification that its product is AIS compliant.

19. **Q: Do aerators need to be produced domestically in order to comply with AIS?**

    A: No. Aerators, similar to pumps, are mechanical equipment that do not need to meet the AIS requirements. "Blowers/aeration equipment, compressors" are listed in EPA's guidance as non-construction materials.

20. **Q: Are Sluice and Slide Gates considered valves?**

    A: No. Valves are products that are generally encased / enclosed with a body, bonnet, and stem. Examples include enclosed butterfly, ball, globe, piston, check, wedge, and gate valves. Furthermore, "gates" (meaning sluice, slide or weir gates) are listed in EPA's guidance as non-construction materials.

AIS PROCESS QUESTIONS

21. **Q: Will notices of waiver applications be published in the federal register?**

    A: No. Applications for waivers will be published on EPA's website (http://water.epa.gov/grants_funding/aisrequirement.cfm**).** EPA will provide 15 days for open public comment, as noted on the website.

22. Q: Will states be collecting the step certification paper trail, as presented in the AIS guidance?

A. No. Assistance recipients must maintain documentation of compliance with AIS. EPA recommends use of the step certification process. This process is a best practice and traces all manufacturing of iron and steel products to the U.S. If the process is used, the state does not have to collect the documentation. The documents must be kept by the assistance recipient and reviewed by the state during project reviews.

23. Q: Why is it considered a best practice for states to conduct site visits, when it is the assistance recipient's responsibility to meet the AIS requirements?

A: It is both the assistance recipient's and the state's responsibility to ensure compliance with the AIS requirements. The state is the recipient of a federal grant and must comply with all grant conditions, including a condition requiring that the AIS requirements be adhered to. Therefore, it is recommended that states conduct site visits of projects during construction and review documentation demonstrating the assistance recipient's proof of compliance.

24. Q: Please further define the state's role in the waiver process.

A: The state's role in the waiver process is to review any waiver requests submitted to the state in order to ensure that all necessary information has been provided by the assistance recipient prior to forwarding the request to EPA. If a state finds the request lacking, the state should work with the assistance recipient to help obtain complete information.

25. Q: How much time does EPA have to evaluate the waiver during the evaluation step?

A: At a minimum, EPA is required to provide 15 days for open public comment. There is no specific deadline or time limit for EPA to review waiver requests. Each waiver request will come with its own specific details and circumstances and may require a different amount of time for review and analysis. For example, public interest waivers in general may take longer to review than availability waivers which are typically more straightforward. However, EPA understands that construction may be delayed while waiting for a waiver and will make every effort to review and issue decisions on waiver requests in a timely manner.

PROJECT QUESTIONS

26. Q: What if a project is funded by another funding entity (i.e., United States Department of Agriculture – Rural Development) where AIS is not required and begins construction after January 17, 2014 but then applies to the SRF to refinance the project? Are they ineligible?

A: The project is not ineligible. AIS requirements will apply to any construction that occurs after the assistance agreement is signed, through the end of construction. If construction is complete, there is no retroactive application of the AIS requirements.

27. **Q: If the assistance recipient can demonstrate through market research that the AIS requirement will exceed the 25 percent cost threshold, is the entire project exempt from the AIS requirement?**

    A: If the waiver application shows that the inclusion of American iron and steel products causes the entire cost of the project to increase by more the 25 percent, a waiver may be granted for the entirety of the project.

28. **Q: Can the recipient use non-SRF funds to pay for the non-compliant item.**

    A: No. It is not an acceptable to use non-SRF funds to pay for a non-compliant item. The Consolidated Appropriations Act of 2014 requires that all iron and steel products, no matter the source of funding, must be made in the U.S. if SRF funds are used in the project.

29. **Q: What constitutes "satisfactory quality" as defined in the AIS guidance, in reference to the availability waiver process.**

    A: "Satisfactory quality" means the product meets the project design specifications. A waiver may be granted if a recipient determines that the project plans and design would be compromised because there are no American made products available that meet the project design specifications.

30. **Q: The guidance states that the AIS requirement applies to any project "funded in whole or in part" by an SRF. Where is this in the Act?**

    A: The Act states that, "None of the funds made available by a … [State SRF program] … shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States." This sentence clearly states that no SRF program may use its funds for a project unless all of the iron and steel products used in the project are made in the U.S. This is true even if only $1 of SRF funding is used in the project.

31. **Q: There is always an expectation on the part of an assistance recipient that the construction phase of a planning and/or design only loan will be funded through the SRF. If the original planning and/or design only loan was executed prior to a January 17, 2014, does this mean the entire project will be exempt from the AIS requirement?**

    A: If the original loan includes construction, and was executed prior to January 17, 2014, then the AIS provision does not apply to the project. If the original loan was only for planning and/or design, then a written commitment or documented "expectation" is needed to show exemption from the

requirements. Appearance on a priority list in an Intended Use Plan along with written reasonable assurance from the state that the recipient will receive SRF funding for project construction could provide sufficient evidence of "expectation of funding".

32. **Q: What if there has been a change order or redesign requiring new plans and specifications to be approved and they were approved after January 17, 2014: does the project now have to comply with AIS?**

    A: In most cases, no. Change orders are typically small enough changes that the original plan and specification date will still hold true. For example, if a pipe alignment has to be changed for a block or two due to unforeseen conditions, but new plans and specifications had to be submitted for this section of the project, then that could be considered a minor change. However, if there has been a major redesign, perhaps the whole project had to be redesigned starting from scratch, then the new plans and specification approval date would apply.

33. **Q: What if the bids on a project with plans and specifications approved before January 17, 2014 but the loan is signed after January 17, 2014 come in low, and there is significant funding remaining in the loan agreement, so the community designs a second project with the remaining funds: does that project have to comply with the AIS requirements?**

    A: If the second project is closely related in purpose, place and time to the first project, then the second project would be exempt from the AIS requirements. It is the assistance recipient's responsibility (with state oversight) to show that a project is closely related, or not, in purpose, place and time.

34. **Q: What if the assistance agreement was signed after January 17, 2014, state approval of plans for the first phase of the project was in place prior to January 17, 2014, but state approval of the plans for the second phase of the project was received after January 17, 2014?**

    A: In such a case, the AIS provision would not apply to the first phase of the project. If the second phase of the project is considered the same project as the first phase, due to its close relation in purpose, place and time, the entire project may be exempt. It is the assistance recipient's responsibility (with state oversight) to show that phases of a project is closely related, or not, in purpose, place and time.

35. **Q: Do products purchased through procurement-only contracts have to be comply with AIS?**

    A: Yes. For projects funded by SRF, the products procured under any form of contract must comply with AIS. A procurement-only contract generally involves the bulk purchase of common items (such as pipe, concrete, and/or pumps) of independent timing from a set of planned projects. If products which are purchased through a procurement-only contract are being installed under another contract, the procurement-only contract would probably not be considered a separate project in purpose, place and time; and therefore, would have to comply with the AIS requirements.

March 2015

American Iron & Steel Requirement for the Clean Water and Drinking Water State Revolving Funds

Q&A Part 3

*For CWSRF and DWSRF: On **January 17, 2014**, Public Law 113-76, the "Consolidated Appropriations Act, 2014," was enacted and included an American Iron and Steel requirement for the Clean Water and Drinking Water State Revolving Fund programs through the end of fiscal year 2014. Since then, the AIS requirement has continued for both programs, but through different statutes, with a few changes as described in the questions and answers provided below.*

*For CWSRF: On **June 10, 2014**, the Water Resources Reform and Development Act amended the Clean Water Act to include permanent requirements for the use of AIS products in CWSRF assistance agreements. Section 608 of the CWA now contains requirements for AIS that repeat those of the Consolidated Appropriations Act, 2014. All CWSRF assistance agreements must comply with Section 608 of the CWA for implementation of the permanent AIS requirement.*

*For DWSRF: On **December 16, 2014**, the President signed Public Law 113- 235, the "Consolidated and Further Continuing Appropriations Act, 2015," which provides fiscal year 2015 full-year appropriations through September 30, 2015. This law continues the requirement for the use of AIS products in DWSRF assistance agreements through September 30, 2015.*

CWSRF PROGRAM

1. **Q: The Water Resources Reform and Development Act amended the Clean Water Act to include permanent requirements for the use of AIS for CWSRF funded assistance agreements. Does the CWA include an exemption for plans and specifications approved prior to the enactment of the legislation similar to the exemption included in the Consolidated Appropriations Act (CAA) 2014?**

   A: Yes. The WRRDA amendment to the CWA, which included AIS requirements, included a similar exemption as the CAA 2014. For any CWSRF assistance agreement signed on or after October 1, 2014, if the plans and specifications were approved prior to June 10, 2014 (the enactment of WRRDA), then the project is exempt from AIS requirements. For assistance agreements signed prior to October 1, 2014, the previous dates in the CAA 2014 apply (see March 20, 2014, AIS guidance document).

   If a project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the plans and specifications approval date for purposes of this exemption in Section 608 (f).

   The following table summarizes AIS exemptions based on the plans and specifications approval date for CWSRF funded projects.

CWSRF AIS Project Exemption Based on Plans and Specifications Approval Date		
Assistance Agreement Signed:	Exempt from AIS if Plans and Specifications Were Approved Before:	Basis for Exemption:
1/17/2014 through 9/30/2014	4/15/2014	• Consolidated Appropriations Act 2014 • National waiver signed 4/15/2014*
On or after 10/1/2014	6/10/2014	• Clean Water Act Section 608

** To be covered by the national waiver, the plans and specifications had to be submitted to the state prior to 1/17/2014*

2. **Q: Does the AIS requirement apply to refinanced CWSRF projects?**

   A: Yes, in some cases. If a project began construction, financed from a non-CWSRF source prior to June 10, 2014, but is refinanced through a CWSRF assistance agreement executed on or after October 1, 2014, AIS requirements will apply to all construction that occurs on or after June 10, 2014, through completion of construction, unless engineering plans and specifications were approved by the responsible state agency prior to June 10, 2014. For CWSRF projects funded on or after October 1, 2014, there is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to June 10, 2014.

DWSRF PROGRAM

3. **Q: The Consolidated and Further Continuing Appropriations Act 2015 continues the AIS requirements for DWSRF funded assistance agreements. Does the Act include an exemption for plans and specifications approved prior to the enactment of the legislation, similar to the exemption included in the Consolidated Appropriations Act (CAA) 2014?**

   A: Yes. The Consolidated and Further Continuing Appropriations Act 2015 includes a similar exemption as the CAA 2014. For any assistance agreement signed on or after December 16, 2014 (the enactment of the Act), if the plans and specifications were approved prior to December 16, 2014, then the project is exempt from the AIS requirements. For assistance agreements signed prior to December 16, 2014, the previous dates in the CAA 2014 apply (see March 20, 2014 AIS guidance document).

   If a project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the plans and specifications approval date for purposes of the exemption in Section 424(f).

4. **Q: Do DWSRF assistance agreements signed during the time period between September 30, 2014, and December 16, 2014, still have to comply with the AIS requirements?**

A: Yes. The Continuing Appropriations Resolution 2015 was signed on September 19, 2014, which extended funding for the DWSRF with the same conditions that were made applicable by the language in the Fiscal Year 2014 appropriations, including the requirement for the use of American Iron and Steel products in projects receiving financial assistance from the DWSRF. Therefore, all assistance agreements starting October 1, 2014, through the enactment of the Consolidated and Further Continuing Appropriations Act 2015 (signed December 16, 2014), must include the AIS requirements. However, if the plans and specifications for any of these projects were approved prior to April 15, 2014 (the date the national waiver was signed), then the project is exempt from the AIS requirements.

The following table summarizes AIS exemptions based on the plans and specifications approval date for DWSRF funded projects.

DWSRF AIS Project Exemption Based on Plans and Specifications Approval Date		
Assistance Agreement Signed:	Exempt from AIS if Plans and Specifications Were Approved Before:	Basis for Exemption:
1/17/2014 through 9/30/2014	4/15/2014	• Consolidated Appropriations Act 2014 • National waiver signed 4/15/2014*
10/1/2014 through 12/15/2014	4/15/2014	• Continuing Appropriations Resolution 2015 (continued CAA 2014 requirements)** • National waiver signed 4/15/2014*
12/16/2014 through 9/30/2015	12/16/2014	• Consolidated and Further Continuing Appropriations Act 2015

** To be covered by the national waiver, the plans and specifications had to be submitted to the state prior to 1/17/2014*

*** Following the first continuing resolution, there were two additional CRs to fill the gap between 12/11/2014 and 12/16/2014*

5. **Q: Does the AIS requirement apply to refinanced DWSRF projects?**

A: Yes, in some cases. If a project began construction, financed from a non-DWSRF source prior to December 16, 2014, but is refinanced through a DWSRF assistance agreement executed on or after December 16, 2014, AIS requirements will apply to all construction that occurs on or after December 16, 2014, through completion of construction, unless engineering plans and

specifications were approved by the responsible state agency prior to December 16, 2014. For DWSRF projects funded on or after December 16, 2014, there is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to December 16, 2014.

BOTH CWSRF AND DWSRF PROGRAMS

6. **Q: If a coating is applied to the external surface of a domestic iron or steel component, and the application takes place outside of the United States, would the product be compliant under the AIS requirements?**

   A: Yes. The product would still be considered a compliant product under AIS requirements. Any coating processes that are applied to the external surface of iron and steel components that would otherwise be AIS compliant would not disqualify the product from meeting the AIS requirements regardless of where the coating processes occur, provided that final assembly of the product occurs in the United States.

   The exemption above only applies to coatings on the *external surface* of iron and steel components. It does not apply to coatings or linings on internal surfaces of iron and steel products, such as the lining of lined pipes. All manufacturing processes for lined pipes, including the application of pipe lining, must occur in the United States for the product to be compliant with AIS requirements.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF WATER

DECISION MEMORANDUM

SUBJECT: De Minimis Waiver of Section 436 of P.L. 113-76, Consolidated Appropriations Act (CAA), 2014

FROM: Nancy K. Stoner
Acting Assistant Administrator

The EPA is hereby granting a nationwide waiver pursuant to the "American Iron and Steel (AIS)" requirements of P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), section 436 under the authority of Section 436(b)(**1**) (public interest waiver) for de minimis incidental components of eligible water infrastructure projects. This action permits the use of products when they occur in de minimis incidental components of such projects funded by the Act that may otherwise be prohibited under section 436(a). Funds used for such de minimis incidental components cumulatively may comprise no more than a total of 5 percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed **1** percent of the total cost of the materials used in and incorporated into a project.

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an "American Iron and Steel" (AIS) requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use specific domestic iron and steel products that are produced in the United States if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Fiscal Year 2014, unless the agency determines it necessary to waive this requirement based on findings set forth in Section 436(b). The Act states, "[the requirements] shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency...finds that- (1) applying subsection (a) would be inconsistent with the public interest" 436(b)**(1)**.

In implementing section 436 of the Act, the EPA must ensure that the section's requirements are applied consistent with congressional intent in adopting this section and in the broader context of the purposes, objectives, and other provisions applicable to projects funded under the SRF. Water infrastructure projects typically contain a relatively small number of high-cost components incorporated into the project. In bid solicitations for a project, these high-cost components are generally described in detail via project specific technical specifications. For these major components, utility owners and their contractors are generally familiar with the conditions of availability, the potential alternatives for each detailed specification, the approximate cost, and the country of manufacture of the available components.

Every water infrastructure project also involves the use of thousands of miscellaneous, generally low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. For many of these incidental components, the country of manufacture and the availability of alternatives is not always readily or reasonably identifiable prior to procurement in the normal course of business; for other incidental components, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental. Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, comer bead, ancillary tube, etc. Examples of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc.

The EPA undertook multiple inquiries to identify the approximate scope of de minimis incidental components within water infrastructure projects during the implementation of the American Reinvestment and Recovery Act (ARRA) and its requirements (Buy American provisions, specifically). The inquiries and research conducted in 2009 applies suitably for the case today. In 2009, the EPA consulted informally with many major associations representing equipment manufacturers and suppliers, construction contractors, consulting engineers, and water and wastewater utilities, and performed targeted interviews with several well-established water infrastructure contractors and firms who work in a variety of project sizes, and regional and demographic settings to ask the following questions:

- What percentage of total project costs were consumables or incidental costs?

- What percentage of materials costs were consumables or incidental costs?

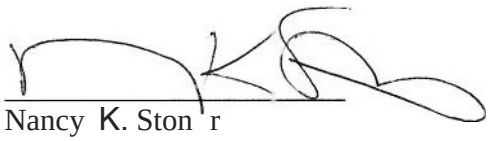
- Did these percentages vary by type of project (drinking water vs. wastewater treatment plant vs. pipe)?

The responses were consistent across the variety of settings and project types, and indicated that the percentage of total costs for drinking water or wastewater infrastructure projects represented by these incidental components is generally not in excess of 5 percent of the total cost of the materials used in and incorporated into a project. In drafting this waiver, the EPA has considered the de minimis proportion of project costs generally represented by each individual type of these incidental components within the many types of such components comprising those percentages, the fact that these types of incidental components are obtained by contractors in many different ways from many different sources, and the disproportionate cost and delay that would be imposed on projects if the EPA did not issue this waiver.

Assistance recipients who wish to use this waiver should in consultation with their contractors determine the items to be covered by this waiver and must retain relevant documentation (i.e., invoices) as to those items in their project files.

If you have any questions concerning the contents of this memorandum, please contact Timothy Connor, Chemical Engineer, Municipal Support Division, at connor.timothy@epa.gov or (202) 566-1059 or Kirsten Anderer, Environmental Engineer, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

Issued on: A?R t5 2014

Approved by: 

Nancy K. Ston r
Acting Assistant Administrator

Ohio Water Pollution Control Loan Fund
Use of American Iron and Steel - De Minimis Final Utilization and Certification Form

The Consolidated Appropriations Act of 2014 (P.L. 113-76) Section 436 requires the use of American & Steel in SRF-funded projects. Under the authority of Section 436(b)(1), the EPA has issued a public interest waiver for De Minimis incidental components. The assistance recipient wishing to use this waiver should consult with their contractor(s) to maintain an itemized list of components covered under De Minimis. At the conclusion of the project, this form must be completed and retained in the assistance recipient's project files and a copy provided to DEFA. Please print clearly or type.

Project Name:_____ Loan Agrmt #: _____

NOTE: The De Minimis waiver is only applicable to the cost of materials for the entire project. Do not include other project costs (labor, installation costs, etc.) in the "Total Cost of Materials". The cost of a material must include delivery to the site and any applicable tax. Must have sufficient documentation to support all costs included in this calculation.

Funds used for de minimis incidental components cumulatively may comprise no more than a total of 5 percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed 1 percent of the total cost of the materials used in and incorporated into a project.

Total Cost of Materials: | 5% Limit: | 1% limit:

Manufacturer & Component Description	Part/Model #	Quantity (if applicable)	Cost per Unit (if applicable)	Component's Total Cost	How is Cost Documented?*

Use additional sheets as necessary

Total De Minimis Cost of Components:

If approaching the 5% or 1% limits, contact DEFA immediately

* Documentation must demonstrate confirmation of the components' actual costs (invoice, etc.).

Completed by:

Name: _____ Title: _____

Signature: _____ Date: _____

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

SECTION 9
PREVAILING WAGE RATES

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 by 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.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 02/28/2018

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐	ADDRESS	
PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION / PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
			O											
			S											
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DB.11

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

DB.12

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

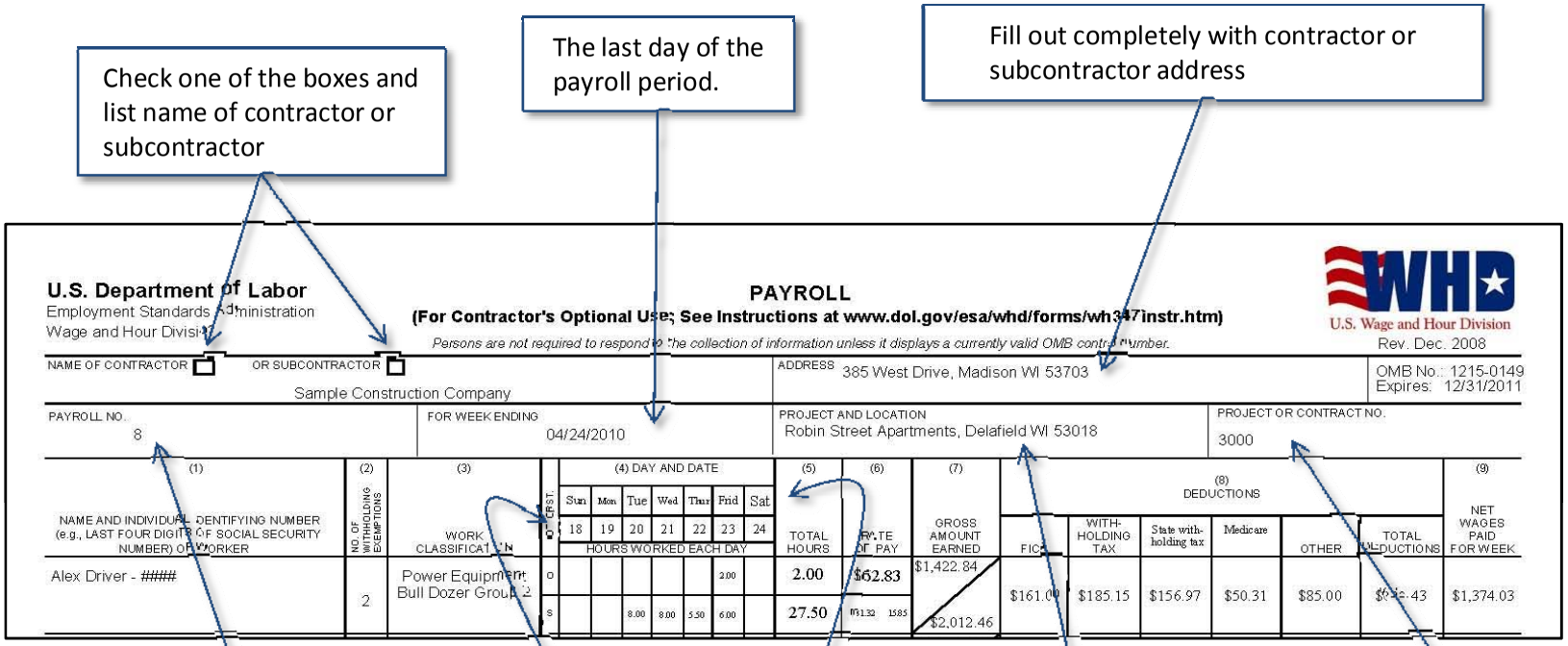
REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

How to Correctly Fill Out a WH-347 Payroll Form

The completion of the WH-347 Payroll Form is optional; contractors may utilize their own payroll system as long as it conforms to the WH-347 Payroll Form and contains all the necessary information. If you utilize WH-347 Payroll Form as a pdf, saving it electronically aids in making any needed corrections.



U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ Sample Construction Company

ADDRESS 385 West Drive, Madison WI 53703

OMB No.: 1215-0149
Expires: 12/31/2011

PAYROLL NO. 8

FOR WEEK ENDING 04/24/2010

PROJECT AND LOCATION Robin Street Apartments, Delafield WI 53018

PROJECT OR CONTRACT NO. 3000

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE: Sun 18 / Mon 19 / Tue 20 / Wed 21 / Thur 22 / Frid 23 / Sat 24 — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA / WITHHOLDING TAX / State withholding tax / Medicare / OTHER / TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Alex Driver - #####	2	Power Equipment Bull Dozer Group 2	O: 2.00	2.00	$62.83	$1,422.84	$161.00 / $185.15 / $156.97 / $50.31 / $85.00 / [illegible]	$1,374.03
			S: 8.00 8.00 5.50 6.00	27.50	1.32 1.585	$2,012.46		

Check one of the boxes and list name of contractor or subcontractor

The last day of the payroll period.

Fill out completely with contractor or subcontractor address

Payrolls must be numbered sequentially and should be based on the weeks worked under a contract.

Type the word "Final" when the last payroll is submitted for the project.

Indicate the days and dates of the pay period. (should match week ending directly above)

The name and location of project.

The prime contractor should include the project number as listed in the loan

List each worker's name.

Only laborers and mechanics performing construction work under the contract should be listed.

Please note: Business Owners need only include their name, work classification including "owner" and the daily total hours worked.

Specify the job classification located in the contract wage decision and/or the corresponding job title.

List hourly wage rate and fringes paid in cash (not those paid to plans)

Specify the net amount paid to the employee for the pay

Specify the total overtime and straight time hours worked on the project.

Must accurately reflect overtime and straight time hours worked under the contract.

Specify the gross earnings for the hours worked under the contract.

(For Contractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

ADDRESS 385 West Drive, Madison WI 53703

FOR WEEK ENDING 04/24/2010

PROJECT AND LOCATION Robin Street Apartments, Delafield WI 53018

PROJECT OR CO 3000

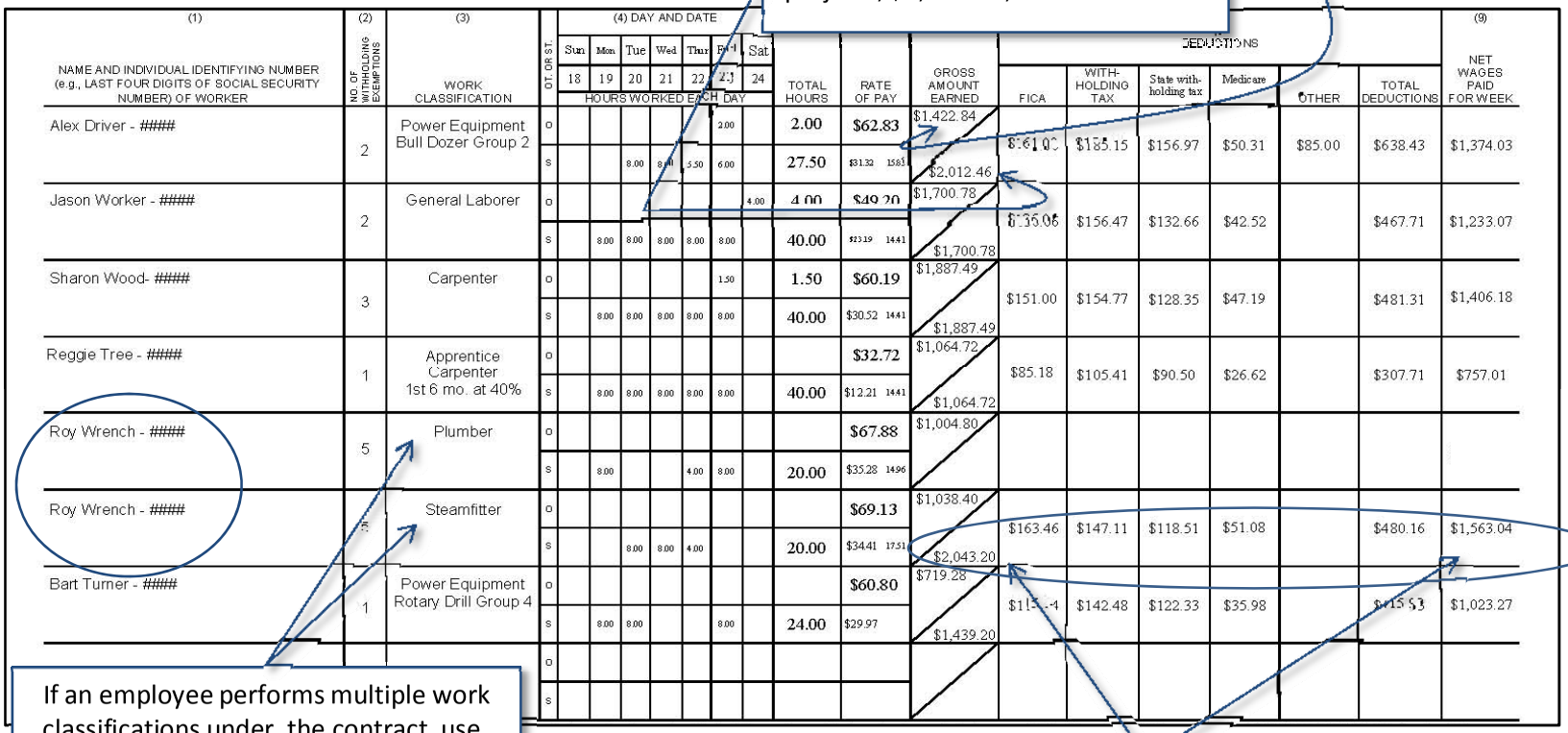
NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	O or S	(4) DAY AND DATE Sun 18	Mon 19	Tue 20	Wed 21	Thur 22	Fri 23	Sat 24	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-				TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Alex Driver - ####	2	Power Equipment Bull Dozer Group 2	O						2.00		2.00	$62.83	$1,422.84							
			S			8.00	8.00	5.50	6.00		27.50	$61.32 1585	$2,012.46	$161.00					$538.43	$1,374.03
Jason Worker - ####	2	General Laborer	O							4.00	4.00	$19.20	$1,700.78							
			S		8.00	8.00	8.00	8.00	8.00		40.00	$19 1441	$1,700.78	$136.06					$ .71	$1,233.07
Sherri Worker - ####	3	Carpenter	O						1.50		1.50	$60.19	$1,887.49							
			S		8.00	8.00	8.00	8.00	8.00		40.00	$30.52 1441	$1,887.49	$151.10	$154.77	$128.35	$47.19		$481.31	$1,406.18
		Apprentice Carpenter 1st 6 mo. at 40%	O									$32.72	$1,064.72							
			S		8.00	8.00	8.00	8.00	8.00		40.00	$12.21 1441	$1,064.72	$85.18	$105.41	$90.50	$26.62		$307.71	$757.01
		Plumber	O									$67.88	$1,004.80							
			S		8.00			4.00	8.00		20.00	$35.28 1496								
Roy Wrench - ####	5	Steamfitter	O									$69.13	$1,038.40							
			S			8.00	8.00	4.00			20.00	$34.41 1751	$2,043.20	$163.46	$147.11	$118.51	$51.08		$480.16	$1,563.04
Bart Turner - ####	1	Power Equipment Rotary Drill Group 4	O									$60.80	$719.28							
			S		8.00	8.00			8.00		24.00	$29.97	$1,439.20	$115.12	$142.48	$122.33	$35.98		$415.93	$1,023.27
			O																	
			S																	

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statemen or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the inform

Public Burden Statement

If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter the gross amount earned on this contract in the top half of column 7. Enter the gross amount earned during the week for all projects in the bottom half.

Alex Driver worked 29.5 hours on this contract and 12.5 hours on another contract.
The gross wages earned on this project, $1,422.84, is entered in the top half of column 7.
The gross wages earned on all projects, $2,012.46, is entered in the



(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT OR ST	(4) DAY AND DATE Sun 18	Mon 19	Tue 20	Wed 21	Thur 22	Fri 23	Sat 24	TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	DEDUCTIONS FICA	WITH-HOLDING TAX	State with-holding tax	Medicare	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Alex Driver - ####	2	Power Equipment Bull Dozer Group 2	O						2.00		2.00	$62.83	$1,422.84							
			S			8.00	8.00	5.50	6.00		27.50	$51.32 15.81	$2,012.46	$61.00	$185.15	$156.97	$50.31	$85.00	$638.43	$1,374.03
Jason Worker - ####	2	General Laborer	O							4.00	4.00	$49.20	$1,700.78							
			S		8.00	8.00	8.00	8.00	8.00		40.00	$23.19 14.41	$1,700.78	$35.06	$156.47	$132.66	$42.52		$467.71	$1,233.07
Sharon Wood- ####	3	Carpenter	O						1.50		1.50	$60.19	$1,887.49							
			S		8.00	8.00	8.00	8.00	8.00		40.00	$30.52 14.41	$1,887.49	$151.00	$154.77	$128.35	$47.19		$481.31	$1,406.18
Reggie Tree - ####	1	Apprentice Carpenter 1st 6 mo. at 40%	O									$32.72	$1,064.72							
			S		8.00	8.00	8.00	8.00	8.00		40.00	$12.21 14.41	$1,064.72	$85.18	$105.41	$90.50	$26.62		$307.71	$757.01
Roy Wrench - ####	5	Plumber	O									$67.88	$1,004.80							
			S		8.00			4.00	8.00		20.00	$35.28 14.96								
Roy Wrench - ####		Steamfitter	O									$69.13	$1,038.40							
			S			8.00	8.00	4.00			20.00	$34.41 17.51	$2,043.20	$163.46	$147.11	$118.51	$51.08		$480.16	$1,563.04
Bart Turner - ####	1	Power Equipment Rotary Drill Group 4	O									$60.80	$719.28							
			S		8.00	8.00			8.00		24.00	$29.97	$1,439.20	$115.44	$142.48	$122.33	$35.98		$415.53	$1,023.27
			O																	
			S																	

If an employee performs multiple work classifications under the contract, use two or more lines to distinguish the different job classifications, hours worked, and hourly wage earned for each.

Combine the two classifications when recording the gross amount earned for this pay period, deductions, and net wages.

A registered apprentice performing work under a contract must be reported. The payroll must include the current pay scale & provide a copy of the apprenticeship agreement.

Provide explanation of "other" deductions on signatory page.

PAYROLL

Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347

required to respond to the collection of information unless it displays a currently valid OMB control nu

Division

208

ADDRESS 385 West Drive, Madison WI 53703

5-0149

Expires: 12/31/2011

PROJECT AND LOCATION Robin Street Apartments, Delafield WI 53018

PROJECT OR CONTRACT NO. 3000

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE: Sun 18 / Mon 19 / Tue 20 / Wed 21 / Thur 22 / Fri 23 / Sat 24 — HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS: FICA	WITH-HOLDING TAX	State with-holding tax	Medicare	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
Alex Driver - ####	2	Power Equipment Bull Dozer Group 2	O	2.00	2.00	$62.83	$1,422.84	$161.00	$185.15	$156.97	$50.31	$85.00	$638.43	$1,374.03
			S	8.00 8.00 5.50 6.00	27.50	$31.32 15.85	$2,012.46							
Jason Worker - ####	4	General Laborer	O	4.00	4.00	$49.20	$1,700.78	$136.06	$156.47	$132.66	$42.52		$467.71	$1,233.07
			S	8.00 8.00 8.00 8.00 8.00	40.00	$23.19 14.41	$1,700.78							
Sharon Wood- ####	3	Carpenter	O	1.50	1.50	$60.19	$1,887.49	$151.00	$154.77	$128.35	$47.19		$481.31	$1,406.18
			S	8.00 8.00 8.00 8.00 8.00	40.00	$30.52 14.41	$1,887.49							
Reggie Tree - ####	1	Apprentice Carpenter 1st 6 mo. at 40%	O			$32.72	$1,064.72	$85.18	$105.41	$90.50	$26.62		$307.71	$757.01
			S	8.00 8.00 8.00 8.00 8.00	40.00	$12.21 14.41	$1,064.72							
Roy Wrench - ####	5	Plumber	O			$67.88	$1,004.80							
			S	8.00 4.00 8.00	20.00	$35.28 14.96								
Roy Wrench - ####	5	Steamfitter	O			$69.13	$1,038.40	$163.46	$147.11	$118.51	$51.08		$480.16	$1,563.04
			S	8.00 8.00 4.00	20.00	$34.41 17.51	$2,043.20							
Bart Turner - ####	1	Power Equipment Rotary Drill Group 4	O			$60.80	$719.28	$115.14	$142.48	$122.33	$35.98		$415.93	$1,023.27
			S	8.00 8.00 8.00	24.00	$29.97	$1,439.20							

Fringe benefits are not paid as cash to Bart Turner: explanation is included under "(c) exceptions" on signatory page.

While completion of Form ... (40 U.S.C. § 3145) contr... 29 C.F.R. § 5.5(a)(3)(ii) ... or mechanic has been p... ...erally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act ...ect to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at ...or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer ...ederal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

...c Burden Statement

We estimate that is will ta... ...s, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date 04/28/2010

I, Tiffany Payer (Name of Signatory Party) Payroll Supervisor (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

Sample Construction Company (Contractor or Subcontractor) on the

Robin Street Apartments, Delafield WI (Building or Work); that during the payroll period commencing on the

18 day of 4, 2010, and ending the 24 day of 4, 2010,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Sample Construction Company (Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

Alex Driver - #### - other deductions - $85 for child support

Explanation of "other"

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☑ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
Power Equipment Rotary Drill Group 4	paid directly to plan: health & dental at $12.50 per hour and Pension at $6.25 per hour

Explanation of exception to fringe benefits

REMARKS:

NAME AND TITLE	SIGNATURE
Robert Sample, Owner	

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

CONTRACTOR FRINGE BENEFIT STATEMENT

Contract # /Project Name:	Contract Location:	Today's Date:
Contractor / Subcontractor Name:	Business Address:	

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the above contract, the hourly rates for fringe benefits, subsistence and/or travel allowance payment made for employees by the employer on the various classes of work are tabulated below. Please Include Apprentice Rates.

Classification:		Effective Date:	Subsistence or Travel Pay: $_____
EMPLOYER PAID FRINGE BENEFITS	Health & Welfare $_____hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Pension $_____hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Vacation/Holiday $_____hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Training $_____hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Other $_____hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____

Classification:		Effective Date:	Subsistence or Travel Pay: $_____
EMPLOYER PAID FRINGE BENEFITS	Health & Welfare $_____hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Pension $_____hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Vacation/Holiday $_____hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Training $_____hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____
	Other $_____hr	Paid To: Name of Plan/Fund/Program: Address:	_____ _____

Supplemental statements must be submitted during the progress of the work should there be an increase or change in rates. Use additional sheets as necessary. (Attach a copy of your most recent premium transmittal (including copy of check submitted) into each of the above plans/funds/programs or a letter from the above plans/funds/programs reflecting current payment status).

I certify under penalty of perjury that fringe benefits are paid to the approved plans, funds or programs as listed above.

Name and Title	Signature and Date (Wet Signature Required)

GSLC #16 (1/09)

PREVAILING WAGE NOTIFICATION TO EMPLOYEE

Project Name:	Job Number:
Contractor:	
Project Location:	
Jobsite posting of prevailing wage rates located:	

Prevailing Wage Coordinator	Employee
Name:	Name:
Street:	Street:
City:	City:
State / Zip:	State / Zip:
Phone:	Phone:

You will be performing work on this project that falls under these classifications. You will be paid the appropriate rate for the type of work you are performing.

Classification	Prevailing Wage Rate Total Package	Minus Your Fringe Benefits	Your Hourly Base Rate

Hourly fringe benefits paid on your behalf by this company.

Fringe	Amount	Fringe	Amount
Health Insurance		Vacation	
Life Insurance		Holiday	
Pension		Sick Pay	
Bonus		Training	
Other		**TOTAL HOURLY FRINGES**	

Contractor's Signature:	Date:
Employee's Signature:	Date:

whpw1512

"General Decision Number: OH20240001 04/05/2024

Superseded General Decision Number: OH20230001

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least $17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least $12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2024
1	01/26/2024
2	03/08/2024

3 04/05/2024

* BROH0001-001 06/01/2023

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

	Rates	Fringes
Bricklayer, Stonemason	$ 32.40	19.30

* BROH0001-004 06/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 32.40	19.30

* BROH0003-002 06/01/2023

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

	Rates	Fringes
Bricklayer, Stonemason	$ 32.40	19.30

BROH0005-003 06/01/2020

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

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS; CAULKERS; CLEANERS; POINTERS; & STONEMASONS	$ 36.64	17.13
SANDBLASTERS	$ 36.39	17.13
SEWER BRICKLAYERS & STACK BUILDERS	$ 36.64	17.13
SWING SCAFFOLDS	$ 37.14	17.13

* BROH0006-005 06/01/2023

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

	Rates	Fringes
Bricklayer, Stonemason	$ 32.40	19.30

* BROH0007-002 06/01/2023

LAWRENCE

	Rates	Fringes
Bricklayer, Stonemason	$ 32.40	19.30

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* BROH0007-005 06/01/2023

PORTAGE & SUMMIT

	Rates	Fringes
BRICKLAYER	$ 32.40	19.30

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* BROH0007-010 06/01/2023

PORTAGE & SUMMIT

	Rates	Fringes
MASON - STONE	$ 32.40	19.30

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* BROH0008-001 06/01/2023

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

	Rates	Fringes
BRICKLAYER	$ 32.40	19.30

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* BROH0009-002 06/01/2023

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

	Rates	Fringes
Bricklayer, Stonemason	$ 32.40	19.30
Refractory	$ 31.45	19.01

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* BROH0010-002 06/01/2023

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

	Rates	Fringes
Bricklayer, Stonemason	$ 32.40	19.30

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* BROH0014-002 06/01/2023

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

	Rates	Fringes
Bricklayer, Stonemason	$ 32.40	19.30

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* BROH0016-002 06/01/2023

ASHTABULA, GEAUGA, and LAKE COUNTIES

	Rates	Fringes
Bricklayer, Stonemason	$ 32.40	19.30

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* BROH0018-002 06/01/2023

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

	Rates	Fringes
Bricklayer, Stonemason	$ 32.40	19.30

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* BROH0022-004 06/01/2023

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

	Rates	Fringes
Bricklayer, Stonemason	$ 32.40	19.30

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* BROH0032-001 06/01/2023

GALLIA & MEIGS

	Rates	Fringes
Bricklayer, Stonemason	$ 32.40	19.30

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* BROH0035-002 06/01/2023

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

	Rates	Fringes
Bricklayer, Stonemason	$ 32.40	19.30

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* BROH0039-002 06/01/2023

ADAMS & SCIOTO

	Rates	Fringes
Bricklayer, Stonemason	$ 32.40	19.30

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* BROH0040-003 06/01/2023

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

	Rates	Fringes
Bricklayer, Stonemason	$ 32.40	19.30

FOOTNOTE: Layout Man and Sawman rate: $1.00 per hour above

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

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* BROH0044-002 06/01/2023

	Rates	Fringes
Bricklayer, Stonemason COSHOCTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, KICKING, MORGAN, MUSKINGUM, NOBLE (Beaver, Buffalo, Seneca & Wayne Townships) & PERRY COUNTIES:	$ 32.40	19.30

BROH0045-002 06/01/2021

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

	Rates	Fringes
Bricklayer, Stonemason	$ 30.40	17.66

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* BROH0046-002 06/01/2023

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

	Rates	Fringes
Bricklayer, Stonemason	$ 32.40	19.30

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

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* BROH0052-001 06/01/2023

ATHENS COUNTY

	Rates	Fringes
Bricklayer, Stonemason	$ 32.40	19.30

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* BROH0052-003 06/01/2023

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

	Rates	Fringes

Bricklayer, Stonemason.....$ 32.40 19.30

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* BROH0055-003 06/01/2023

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

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

CARP0003-004 05/01/2017

MAHONING & TRUMBULL

	Rates	Fringes
CARPENTER.....	$ 26.20	17.42

CARP0069-003 05/01/2017

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
CARPENTER.....	$ 25.98	15.98

CARP0069-006 05/01/2017

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
CARPENTER.....	$ 24.04	15.29

CARP0171-002 05/01/2019

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

	Rates	Fringes
CARPENTER.....	$ 27.37	20.02

CARP0200-002 05/01/2023

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.....	$ 32.42	21.42
Diver.....	$ 39.41	10.40
PILEDRIVERMAN.....	$ 32.42	21.42

CARP0248-005 07/01/2008

LUCAS & WOOD

	Rates	Fringes
CARPENTER.....	$ 27.27	14.58

CARP0248-008 07/01/2008

	Rates	Fringes
CARPENTER DEFIANCE, FULTON, HANCOCK, HENRY, PAULDING & WILLIAMS COUNTIES	$ 23.71	13.28

CARP0254-002 05/01/2017

ASHTABULA, CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
CARPENTER	$ 32.40	16.97

CARP0372-002 05/01/2023

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

	Rates	Fringes
CARPENTER	$ 28.85	24.59

CARP0639-003 05/01/2017

MEDINA, PORTAGE & SUMMIT

	Rates	Fringes
CARPENTER	$ 30.42	16.99

CARP0735-002 05/01/2023

ASHLAND, ERIE, HURON, LORAIN & RICHLAND

	Rates	Fringes
CARPENTER	$ 31.62	21.63

CARP1311-001 05/01/2017

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

	Rates	Fringes
Carpenter & Piledrivermen	$ 29.34	15.95
Diver	$ 40.58	9.69

CARP1393-002 07/01/2008

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

	Rates	Fringes
Piledrivermen & Diver's Tender	$ 27.30	16.05

DIVERS - $250.00 per day

CARP1393-003 07/01/2008

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

	Rates	Fringes
Piledrivermen & Diver's Tender	$ 25.15	15.92

DIVERS - $250.00 per day

CARP1871-006 05/01/2017

BELMONT, HARRISON, & MONROE

	Rates	Fringes
Diver, Wet	$ 48.11	17.33
Piledrivermen; Diver, Dry	$ 32.07	17.33

CARP1871-008 05/01/2017

ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE, LORAIN, MEDINA, PORTAGE, RICHLAND & SUMMIT

	Rates	Fringes
Diver, Wet	$ 45.80	18.84
Piledrivermen; Diver, Dry	$ 30.53	18.84

CARP1871-014 05/01/2017

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
Diver, Wet	$ 38.34	16.95
Piledrivermen; Diver, Dry	$ 25.56	16.95

CARP1871-015 05/01/2017

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
Diver, Wet	$ 37.34	16.07
Piledrivermen; Diver, Dry	$ 24.89	16.07

CARP1871-017 05/01/2017

MAHONING & TRUMBULL

	Rates	Fringes
Diver, Wet	$ 40.65	17.62
Piledrivermen; Diver, Dry	$ 27.10	17.62

CARP2235-012 01/01/2014

COLUMBIANA & JEFFERSON

	Rates	Fringes
PILEDRIVERMAN	$ 31.74	16.41

CARP2239-001 07/01/2008

CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
CARPENTER	$ 23.71	13.28

ELEC0008-002 05/29/2023

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

	Rates	Fringes
CABLE SPLICER	$ 38.98	18.96
ELECTRICIAN	$ 46.38	4.5%+21.96

ELEC0032-003 12/04/2023

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

	Rates	Fringes
ELECTRICIAN	$ 35.17	22.82

ELEC0038-002 04/24/2023

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

	Rates	Fringes
ELECTRICIAN		
Excluding Sound & Communications Work	$ 43.13	23.31

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

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ELEC0038-008 04/24/2023

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

	Rates	Fringes
Sound & Communication Technician		
Communications Technician	$ 29.80	13.80
Installer Technician	$ 28.55	13.76

FOOTNOTES;
a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th;

Labor Day; Thanksgiving Day; & Christmas Day
b. 1 week's paid vacation for 1 year's service; 2 weeks' paid vacation for 2 or more years' service

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ELEC0064-003 11/27/2023

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

	Rates	Fringes
ELECTRICIAN	$ 37.90	20.08

ELEC0071-001 01/01/2019

ASHLAND, CHAMPAIGN, CLARK, COSHOCTON, CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HIGHLAND, HOCKING, JACKSON (Coal, Jackson, Liberty, Milton, Washington & Wellston Townships), KNOX, LICKING, MADISON, MARION, MONROE, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, Peepee, Perry & Seal Townships), RICHLAND, ROSS, TUSCARAWAS (Auburn, Bucks, Clay, Jefferson, Oxford, Perry, Salem, Rush, Washington & York Townships), UNION, VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships), and WASHINGTON COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operators	$ 33.62	13.40
Groundmen	$ 24.17	11.32
Linemen & Cable Splicers	$ 38.27	14.42

ELEC0071-004 01/01/2019

AUGLAIZE, CLINTON, DARKE, GREENE, LOGAN, MERCER, MIAMI, MONTGOMERY, PREBLE, and SHELBY COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator	$ 33.62	13.40
Groundman	$ 24.17	11.32
Lineman & Cable Splicers	$ 38.27	14.42

ELEC0071-005 12/31/2018

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

	Rates	Fringes
LINE CONSTRUCTION: Equipment Operator		
DOT/Traffic Signal & Highway Lighting Projects	$ 32.44	14.10
Municipal Power/Transit Projects	$ 40.10	16.42
LINE CONSTRUCTION: Groundman		

DOT/Traffic Signal &
Highway Lighting Projects...$ 25.06 12.26
Municipal Power/Transit
Projects.....$ 31.19 14.11
LINE CONSTRUCTION:
Linemen/Cable Splicer
DOT/Traffic Signal &
Highway Lighting Projects...$ 36.13 15.03
Municipal Power/Transit
Projects.....$ 44.56 17.58

ELEC0071-008 01/01/2019

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator	$ 33.62	13.40
Groundman	$ 24.17	11.32
Lineman & Cable Splicers	$ 38.27	14.42

ELEC0071-010 01/01/2019

BELMONT, CARROLL, HARRISON, HOLMES, JEFFERSON, MEDINA, PORTAGE, STARK, SUMMIT, and WAYNE COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator	$ 33.62	13.40
Groundman	$ 24.17	11.32
Lineman & Cable Splicers	$ 38.27	14.42

ELEC0071-013 01/01/2019

BROWN, BUTLER, CLERMONT, HAMILTON, and WARREN COUNTIES

	Rates	Fringes
Line Construction		
Equipment Operator	$ 33.62	13.40
Groundman	$ 24.17	11.32
Lineman & Cable Splicers	$ 38.27	14.42

ELEC0071-014 01/01/2019

ADAMS, ATHENS, GALLIA, JACKSON (Bloomfield, Franklin, Hamilton, Lick, Jefferson, Scioto & Madison Townships), LAWRENCE, MEIGS, PIKE (Camp Creek, Marion, Newton, Scioto, Sunfish & Union Townships), SCIOTO & VINTON (Brown, Knox, Madison, Vinton & Wilkesville Townships)

	Rates	Fringes
Line Construction		
Equipment Operator	$ 33.62	13.40
Groundman	$ 24.17	11.32
Lineman & Cable Splicers	$ 38.27	14.42

ELEC0082-002 12/04/2023

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN

(Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
ELECTRICIAN	$ 36.00	21.99

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* ELEC0082-006 11/28/2022

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

	Rates	Fringes
Sound & Communication Technician		
Cable Puller	$ 13.10 **	4.76
Installer/Technician	$ 26.20	13.89

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* ELEC0129-003 02/26/2024

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

	Rates	Fringes
ELECTRICIAN	$ 41.40	18.36

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* ELEC0129-004 02/26/2024

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

	Rates	Fringes
ELECTRICIAN	$ 41.40	18.36

ELEC0141-003 06/01/2023

BELMONT COUNTY

	Rates	Fringes
CABLE SPLICER	$ 30.63	25.87
ELECTRICIAN	$ 35.70	28.87

ELEC0212-003 11/26/2018

BROWN, CLERMONT & HAMILTON

	Rates	Fringes
Sound & Communication Technician	$ 24.35	10.99

ELEC0212-005 06/05/2023

BROWN, CLERMONT, and HAMILTON COUNTIES

	Rates	Fringes

ELECTRICIAN.....$ 34.41 21.55

ELEC0245-001 08/29/2022

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

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

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

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ELEC0245-003 01/01/2024

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

	Rates	Fringes
Line Construction		
Cable Splicer	$ 52.53	7.75+27%
Groundman/Truck Driver	$ 19.99	7.75+27%
Heli-arc Welding	$ 45.98	7.75+27%
Lineman	$ 45.68	7.75+27%
Operator - Class 1	$ 36.54	7.75+27%
Operator - Class 2	$ 31.98	7.75+27%
Traffic Signal & Lighting Technician	$ 41.11	7.75+27%

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

ELEC0245-004 08/28/2023

ERIE COUNTY

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

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

ELEC0246-001 10/30/2023

	Rates	Fringes
ELECTRICIAN	$ 42.50	55%+13.88

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

ELEC0306-005 05/29/2023

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

	Rates	Fringes
CABLE SPLICER	$ 36.87	16.56
ELECTRICIAN	$ 40.15	5.25%+20.85

ELEC0317-002 05/29/2023

GALLIA & LAWRENCE

	Rates	Fringes
CABLE SPLICER	$ 32.68	18.13
ELECTRICIAN	$ 37.15	28.48

ELEC0540-005 01/01/2024

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

	Rates	Fringes
ELECTRICIAN	$ 36.96	28.18

ELEC0573-003 11/27/2023

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

	Rates	Fringes
ELECTRICIAN	$ 40.40	22.08

ELEC0575-001 05/29/2023

ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON (Bloomfield, Franklin, Hamilton, Jefferson, Lick, Madison, Scioto, Coal,

Jackson, Liberty, Milton & Washington Townships), PICKAWAY (Deer Creek, Perry, Pickaway, Salt Creek & Wayne Townships), PIKE (Beaver, Benton, Jackson, Mifflin, Pebble, PeePee, Perry, Seal, Camp Creek, Newton, Scioto, Sunfish, Union & Marion Townships), ROSS, SCIOTO & VINTON (Clinton, Eagle, Elk, Harrison, Jackson, Richland & Swan Townships)

	Rates	Fringes
ELECTRICIAN	$ 37.00	22.26

ELEC0648-001 08/29/2023

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

	Rates	Fringes
CABLE SPLICER	$ 30.50	18.23
ELECTRICIAN	$ 34.00	21.98

ELEC0673-004 01/01/2024

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

	Rates	Fringes
CABLE SPLICER	$ 33.81	21.47
ELECTRICIAN	$ 37.38	23.75

ELEC0683-002 05/29/2023

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

	Rates	Fringes
CABLE SPLICER	$ 38.75	24.19
ELECTRICIAN	$ 37.75	24.16

ELEC0688-003 05/30/2022

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

	Rates	Fringes
ELECTRICIAN	$ 32.30	21.83

ELEC0972-002 06/01/2023

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

	Rates	Fringes
CABLE SPLICER	$ 35.70	30.26
ELECTRICIAN	$ 35.45	30.25

ELEC1105-001 05/29/2023

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

	Rates	Fringes
ELECTRICIAN	$ 36.45	24.22

ENGI0018-003 05/01/2019

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

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1	$ 38.63	15.20
GROUP 2	$ 38.53	15.20
GROUP 3	$ 37.49	15.20
GROUP 4	$ 36.27	15.20
GROUP 5	$ 30.98	15.20
GROUP 6	$ 38.88	15.20
GROUP 7	$ 39.13	15.20

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 masonary; 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 05/01/2019

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	$ 37.14	15.20
GROUP 2	$ 37.02	15.20
GROUP 3	$ 35.98	15.20
GROUP 4	$ 34.80	15.20
GROUP 5	$ 29.34	15.20
GROUP 6	$ 37.39	15.20
GROUP 7	$ 37.64	15.20

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; Artiaculating/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 masonary; 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 06/01/2017

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 1 - A & B	$ 39.23	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 2 - A & B	$ 38.90	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 3 - A & B	$ 34.64	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		
GROUP 4 - A & B	$ 30.70	19.66
ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS		

GROUP 5 - A & B.....$ 27.30 19.66
HAZARDOUS/TOXIC WASTE
PROJECTS
GROUP 1 - C & D.....$ 35.96 19.66
HAZARDOUS/TOXIC WASTE
PROJECTS
GROUP 2 - C & D.....$ 35.66 19.66
HAZARDOUS/TOXIC WASTE
PROJECTS
GROUP 3 - C & D.....$ 31.76 19.66
HAZARDOUS/TOXIC WASTE
PROJECTS
GROUP 4 - C & D.....$ 28.14 19.66
HAZARDOUS/TOXIC WASTE
PROJECTS
GROUP 5 - C & D.....$ 25.03 19.66
ALL OTHER WORK
GROUP 1.....$ 32.69 19.66
ALL OTHER WORK
GROUP 2.....$ 32.42 19.66
ALL OTHER WORK
GROUP 3.....$ 28.87 19.66
ALL OTHER WORK
GROUP 4.....$ 25.58 19.66
ALL OTHER WORK
GROUP 5.....$ 22.75 19.66

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 05/01/2023

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	$ 35.83	28.01

IRON0017-010 05/01/2023

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	$ 35.83	28.01

IRON0044-001 06/01/2022

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

	Rates	Fringes
IRONWORKER, REINFORCING	$ 32.37	22.30
Beyond 30-mile radius of Hamilton County Courthouse	$ 28.67	21.20
Up to & including 30-mile radius of Hamilton County Courthouse	$ 27.60	20.70

IRON0044-002 06/01/2023

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	$ 30.75	23.30
Ornamental; Structural	$ 32.37	23.30

IRON0055-003 07/01/2023

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	$ 25.40	23.87
Flat Road Mesh	$ 29.77	21.30
Tunnels & Caissons Under Pressure	$ 29.77	21.30
All Other Work	$ 34.25	28.20

IRON0147-002 06/01/2023

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	$ 33.00	25.59

IRON0172-002 06/01/2023

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	$ 34.07	22.55

IRON0207-004 06/01/2023

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	$ 34.00	27.16
Ornamental; Reinforcing; Structural	$ 33.00	27.16
Ornamental; Reinforcing	$ 28.92	25.61

IRON0290-002 06/01/2023

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	$ 32.69	24.05

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 05/01/2023

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	$ 33.00	22.27

IRON0769-004 06/01/2023

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

	Rates	Fringes
IRONWORKER	$ 36.16	28.34

IRON0787-003 12/01/2023

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER	$ 33.30	23.95

LABO0265-008 05/01/2023

	Rates	Fringes
LABORER ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT,		

TRUMBULL & WOOD COUNTIES		
GROUP 1	$ 35.05	13.70
GROUP 2	$ 35.22	13.70
GROUP 3	$ 35.55	13.70
GROUP 4	$ 36.00	13.70
CUYAHOGA AND GEAUGA COUNTIES ONLY: SEWAGE PLANTS, WASTE PLANTS, WATER TREATMENT FACILITIES, PUMPING STATIONS, & ETHANOL PLANTS CONSTRUCTION	$ 37.66	13.70
CUYAHOGA, GEAUGA & LAKE COUNTIES		
GROUP 1	$ 36.28	13.70
GROUP 2	$ 36.45	13.70
GROUP 3	$ 36.78	13.70
GROUP 4	$ 37.23	13.70
REMAINING COUNTIES OF OHIO		
GROUP 1	$ 34.62	13.70
GROUP 2	$ 34.79	13.70
GROUP 3	$ 35.12	13.70
GROUP 4	$ 35.57	13.70

LABORER CLASSIFICATIONS

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

GROUP 2 - Asphalt Raker; Concrete Puddler; Kettle Man Pipeline); Machine Driven Tools (Gas, Electric, Air); Mason Tender; Brick Paver; Mortar Mixer; Power Buggy or Power Wheelbarrow; Paint Striper; Sheeting & Shoring Man; Surface Grinder Man; Plastic Fusing Machine Operator; Pug Mill Operator; & Vacuum Devices (wet or dry); Rodding Machine Operator; Diver; Screwman or Paver; Screed Person; Water Blast, Hand Held Wand; Pumps 4"" & Under (Gas, Air or Electric) & Hazardous Waste (level C); Air Track and Wagon Drill; Bottom Person; Cofferdam (below 25 ft. deep); Concrete Saw Person; Cutting with Burning Torch; Form Setter; Hand Spiker (Railroad); Pipelayer; Tunnel Laborer (without air) & Caisson; Underground Person (working in Sewer and Waterline, Cleaning, Repairing & Reconditioning); Sandblaster Nozzle Person; & Hazardous Waste (level B)

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

GROUP 4 - Miner (With Air-pressurized - $1.00 premium); & 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 07/01/2023

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	$ 28.59	20.04
GROUP 2	$ 29.59	20.04
GROUP 3	$ 29.59	20.04
GROUP 4	$ 29.59	20.04
GROUP 5	$ 29.59	20.04
GROUP 6	$ 29.59	20.04
GROUP 7	$ 29.59	20.04
GROUP 8	$ 29.59	20.04
GROUP 9	$ 29.59	20.04

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

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PAIN0012-010 05/01/2019

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

	Rates	Fringes
PAINTER		
HEAVY & HIGHWAY BRIDGES-		

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

PAIN0093-001 12/01/2023

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

	Rates	Fringes
PAINTER		
Bridges; Locks; Dams; Tension Towers; & Energized Substations.....	$ 35.45	23.69
Power Generating Facilities.	$ 32.30	23.69

PAIN0249-002 05/01/2023

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

	Rates	Fringes
PAINTER		
GROUP 1 - Brush & Roller....	$ 26.23	12.56
GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High Tension Electrical Equipment; & Hot Pipes.....	$ 26.23	12.56
GROUP 3 - Spray; Sandblast; Steamclean; Lead Abatement.....	$ 26.98	12.56
GROUP 4 - Steeplejack Work..	$ 27.18	12.56
GROUP 5 - Coal Tar.....	$ 27.73	12.56
GROUP 6 - Bridge Equipment Tender & or Containment Builder.....	$ 34.94	12.56
GROUP 7 - Tanks, Stacks & Towers.....	$ 29.87	12.56
GROUP 8 - Bridge Blaster, Rigger.....	$ 37.94	12.56

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; andRiggers.....	$ 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 06/01/2023

COLUMBIANA, MAHONING, and TRUMBULL COUNITES

	Rates	Fringes
PAINTER		
GROUP 1	$ 27.49	17.06
GROUP 2	$ 34.12	17.06
GROUP 3	$ 27.70	17.06
GROUP 4	$ 27.99	17.06
GROUP 5	$ 28.14	17.06
GROUP 6	$ 28.39	17.06
GROUP 7	$ 29.49	17.06

PAINTER CLASSIFICATIONS:

GROUP 1: Painters, Brush & Roller

GROUP 2: Bridges

GROUP 3: Structural Steel

GROUP 4: Spray, Except Bar Joist/Deck

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

GROUP 6: Tanks; Sandblasting

GROUP 7: Towers; Stacks

PAIN0555-002 11/01/2023

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

	Rates	Fringes
PAINTER		
GROUP 1	$ 32.18	20.29
GROUP 2	$ 33.81	20.29
GROUP 3	$ 35.44	20.29
GROUP 4	$ 38.63	20.29

PAINTER CLASSIFICATIONS

GROUP 1 - Containment Builder

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

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

GROUP 4 - Stacks; Bridges

PAIN0639-001 05/01/2011

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

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

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PAIN0788-002 06/01/2023

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	$ 25.78	17.12
Structural Steel	$ 27.38	17.12

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

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

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

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

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

PAIN0813-005 12/01/2008

GALLIA, LAWRENCE, MEIGS & VINTON

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

PAIN0841-001 06/01/2023

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

	Rates	Fringes
Painters:		
GROUP 1	$ 30.18	15.50
GROUP 2	$ 30.83	15.50
GROUP 3	$ 30.93	15.50
GROUP 4	$ 31.03	15.50
GROUP 5	$ 31.43	15.50
GROUP 6	$ 39.20	11.75
GROUP 7	$ 31.68	15.50

PAINTER CLASSIFICATIONS:

GROUP 1 - Brush, Roller & Paperhanger

GROUP 2 - Epoxy Application

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

GROUP 4 - Spray Gun Operator of Any & All Coatings

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

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

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

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PAIN0841-002 06/01/2022

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
PAINTER		
Bridges; Towers, Poles & Stacks; Sandblasting Steel; Structural Steel & Metalizing	$ 23.50	15.45
Brush & Roller	$ 28.18	15.45
Spray; Tank Interior &		

Exterior	$ 23.50	15.45

PAIN1020-002 07/01/2023

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

	Rates	Fringes
PAINTER		
Brush & Roller	$ 26.64	15.56
Drywall Finishing & Taping	$ 27.39	15.56
Lead Abatement	$ 28.39	15.56
Spray, Sandblasting Pressure Cleaning, & Refinery	$ 27.39	15.56
Swing Stage, Chair, Spiders, & Cherry Pickers	$ 26.89	15.56
Wallcoverings	$ 27.39	15.56

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 11/01/2023

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

	Rates	Fringes
PAINTER		
Bridges	$ 35.01	15.16
Brush; Roller	$ 29.40	15.16
Sandblasting; Steamcleaning; Waterblasting (3500 PSI or Over)& Hazardous Work	$ 30.10	15.16
Spray	$ 29.90	15.16
Stacks; Tanks; & Towers	$ 32.21	15.16
Structural Steel & Swing Stage	$ 28.25	15.16

PLAS0109-001 05/01/2023

MEDINA, PORTAGE, STARK, and SUMMIT COUNTIES

	Rates	Fringes
PLASTERER	$ 33.74	19.02

PLAS0109-003 05/01/2023

CARROLL, HOLMES, TUSCARAWAS, and WAYNE COUNTIES

	Rates	Fringes
PLASTERER	$ 33.74	19.02

PLAS0132-002 07/01/2023

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

	Rates	Fringes
PLASTERER	$ 28.40	16.24

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 05/01/2023

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

	Rates	Fringes
PLASTERER	$ 33.74	18.95

PLAS0886-003 05/01/2023

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

	Rates	Fringes
PLASTERER	$ 33.74	18.95

PLAS0886-004 05/01/2023

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

	Rates	Fringes
PLASTERER	$ 33.74	18.95

PLUM0042-002 07/01/2023

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter	$ 37.62	25.47

PLUM0050-002 07/03/2023

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter	$ 47.15	30.21

PLUM0055-003 05/01/2023

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	$ 41.11	29.88

PLUM0083-001 07/01/2017

BELMONT & MONROE (North of Rte. #78)

	Rates	Fringes
Plumber and Steamfitter	$ 32.16	31.51

PLUM0094-002 05/01/2023

CARROLL (Northen Half), STARK, and WAYNE COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 38.03	23.09

PLUM0120-002 05/01/2023

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	$ 45.62	27.30

PLUM0162-002 06/01/2023

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter	$ 40.00	26.87

PLUM0168-002 06/01/2023

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

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 38.95	34.97

PLUM0189-002 06/01/2022

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter	$ 43.25	26.94

PLUM0219-002 06/01/2023

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	$ 43.22	27.29

PLUM0392-002 06/01/2023

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 38.62	25.83

PLUM0396-001 06/01/2023

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

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 37.10	28.51

PLUM0495-002 06/01/2023

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	$ 32.23	35.40

PLUM0577-002 06/01/2023

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter	$ 39.98	26.48

PLUM0776-002 07/01/2023

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

	Rates	Fringes
Plumber, Pipefitter, Steamfitter	$ 40.07	28.95

TEAM0377-003 05/01/2023

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	$ 31.49	16.40
GROUP 2	$ 31.91	16.40

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

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TEAM0436-002 05/01/2023

CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
TRUCK DRIVER		
GROUP 1	$ 31.00	18.95
GROUP 2	$ 32.50	18.95

GROUP 1: Straight & Dump, Straight Fuel

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

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

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($17.20) or 13658 ($12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"