

CONTRACT DOCUMENTS
for
ZURMEHLY ROAD BRIDGE No. SHA-TR 140-2.24
OPWC PROJECT No. CM16T/CM17T
SHAWNEE TOWNSHIP; ALLEN COUNTY, OHIO

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NOTE: ITEMS HIGHLIGHTED SHALL BE SUBMITTED WITH THE PROPOSAL AND PROPOSAL BOND.

ADVERTISEMENT

NOTICE TO BIDDERS

ZURMEHL ROAD BRIDGE No. SHA-140-2.24
OPWC PROJECT No. CM16T/CM17T
SHAWNEE TOWNSHIP; ALLEN COUNTY, OHIO

Sealed bids will be received at the office of the Board of Allen County Commissioners; Court of Appeals Building, 204 North Main Street; Suite 301, Lima, Ohio, until 11:00 A. M., July 1, 2016, at which time they will be opened and publicly read aloud. Bids will be for the removal of the Zurmehly Road Bridge No. SHA-TR 140-2.24, over the Little Ottawa River in Shawnee Township; Allen County, Ohio; the replacement of the said bridge with a single (1) span, prestressed concrete box beam superstructure (span being 78'-0" c/c of bearing with a 28° left forward skew) on reinforced concrete wall type abutments; 32'-0" f/f of guardrail; and construction of all approach work including grading, paving and construction of all necessary drainage facilities. The project length is 400 linear feet.

All contractors and subcontractors involved with the project will, to the extent practicable use Ohio products, materials, services, and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972, and Governor's Executive Order 84-9 shall be required.

Bidders must comply with the prevailing wage rates on Public Improvements in Allen County, Ohio as determined by the Ohio Department of Industrial Relations.

Construction Plans, Specifications and Contract Documents may be obtained from the office of the Allen County Engineer; 1501 North Sugar Street; Lima, Ohio 45801. There will be a \$10.00 charge per set, which is non-refundable. Checks should be made payable to the Allen County Engineer.

Each bidder is required to furnish with its proposal, a Bid Guarantee and Contract Bond in accordance with Sections 153.54 and 153.571 of the Ohio Revised Code. Bid security furnished in Bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each Proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must provide evidence of its experience on projects of similar size and complexity, and a complete listing of all subcontractors to be used. The owner intends and requires that this project be completed no later than **October 31, 2016**.

All bids shall be sealed and addressed to the Board of Allen County Commissioners; Court of Appeals Building, 3rd Floor; 204 North Main Street; Lima, Ohio 45801 and marked "**SEALED BID – ZURMEHL ROAD BRIDGE No. SHA-TR 140-2.24**" on the outside of the envelope. The Schedule of Unit Prices form (pages 11-12 of the bid documents) shall be submitted with the bid proposal, but shall also be stored electronically on a USB flash drive or CD or DVD and submitted within the sealed bid package. An electronic copy of the Schedule of Unit Prices can be found on our website at http://coengr.co.allen.oh.us/Bid_Information.

No bidder shall be permitted to withdraw its bid for a period of thirty (30) days after the time of bid opening.

The Board of Allen County Commissioners, Allen County, Ohio reserves the right to reject any or all bids submitted or to waive any irregularities pursuant to Section 9.31 of the Revised Code.

By order of the Board of Allen County Commissioners, Allen County, Ohio

Kelli Singhaus
Clerk of Board of County Commissioners
Allen County, Ohio

INSTRUCTIONS TO BIDDERS

ODOT'S 2013 CONSTRUCTION AND MATERIAL SPECIFICATIONS (CMS) MANUAL AND ITS SUPPLEMENTS

With the exception of Section 100 “General Provisions” included in the matrix below, ODOT’s 2013 Construction and Material Specifications (CMS) Manual and its supplements are hereby incorporated by reference, in their entirety, as if rewritten herein. The incorporation of this document by reference is not intended to interfere with the order of precedence set forth in Section 105.04 of the CMS Manual.

In accordance with the Locally Administrated Transportation Projects Manual of Procedures (LATPM), when bidding this project, the Contractor should replace the terms “the Department”, “the Engineer” and “the DCE” with the term “the Local Public Agency (LPA).” Furthermore, nothing in this document is intended to alter the LPA’s adherence to Ohio Revised Code, local ordinance or other applicable requirements which are properly established. The LPA responsible for this project is the Allen County Engineer’s Office.

Excluded 2013 Specifications			
			Section 108.09
Section 102.03	Section 103.02		
Section 102.06	Section 103.04		
Section 102.09	Section 103.05		Section 109.12(A)
Section 102.10	Section 103.06	Section 108.02(B)	Section 109.12(B)
	Section 103.07	Section 108.02(E)	Section 109.12(E)
		Section 108.02(F)	
Section 102.14		Section 108.02(G)	
Section 102.17		Section 108.08	

DATE AND PLACE FOR OPENING PROPOSALS (modifies ODOT C&MS § 102.10)

Pursuant to the Legal Notice, sealed proposals for performing the work will be received by the Board of County Commissioners of Allen County, Ohio.

At the time and place set forth in said notice, they will be publicly opened by the Board of County Commissioners and read. The awarding of the contract, if awarded, will be made by the Board of County Commissioners within 60 days or as soon after the bid opening as practicable.

FORM FOR PROPOSALS. All proposals shall be made upon the blank forms of proposal attached hereto, and should give the lump sum or unit prices for the work, and must be signed by the bidder in accordance with the directions in the form of proposal.

OMISSION AND DISCREPANCIES. Should a bidder find discrepancies in, or omissions from the drawings or other contract documents, or should he/she be in doubt as to their meaning, he/she shall at once notify the Engineer who may send a written instruction to all bidders.

INTERPRETATIONS AND ADDENDA. No oral interpretation shall be made to any bidder as to the meaning of any of the contract documents, or be effective to modify any of the contract documents. Every request for an interpretation shall be made in writing and addressed to Brion E. Rhodes, Allen County Engineer; 1501 N. Sugar St.; Lima, Ohio 45801-3136.

PRICES. The prices are to include the furnishing of all materials, plant, tools, and other facilities, and the performance of all labor and services necessary of proper for the completion of the work, except as may be otherwise expressly provided in the contract documents.

UNIT PRICE (modifies ODOT C&MS § 103.01)

The unit price specified in the "**Unit Price Bid**" column will govern the awarding of the contract.

The Contractor shall make the extension in "**Total Amount Bid**" column and also add up the totals. However, the unit prices specified, together with approximate quantities, shall determine the total amount of the bid. If there is an error made in the extensions of the bidder, the total shall be changed, as only the unit price shall govern. Allen County may reject any or all bids, waive technicalities, or advertise for new Bids without liability to Allen County.

SCHEDULE OF UNIT PRICES (pages 11-12)

An electronic copy of the Schedule of Unit Prices form can be found on our website at http://coengr.co.allen.oh.us/Bid_Information. This electronic Schedule of Unit Prices form shall be completed, printed and submitted with the bid proposal. In addition, this form shall also be stored electronically on a USB flash drive or CD or DVD and submitted within the sealed bid package for examination by the County. Once the sealed bid packages have been opened, the USB flash drive, CD or DVD will become property of the Allen County Engineer and will not be returned.

INSTRUCTIONS FOR BIDDING 832 ITEMS:

The Bidders will note that a fixed amount has been established as a unit price and total price by the Engineer for Item 832, Erosion Control. This is an EACH that shall be included in the bidder's total bid amount for this project. The fixed amount entered by the Engineer is an estimate of the total cost of the Temporary Erosion Control Best Management Practices work required to be performed for this project.

Refer to ODOT's Supplemental Specification 832 for further information on requirements and the payment methods for these items of work.

BIDDER REPRESENTS: The Bidder represents that he/she has read and understands the Documents: that he/she has visited the Site and has familiarized himself with the conditions under which the Work is to be performed; that he/she understands that no claim for additional compensation or extension of time will be allowed because of alleged misunderstanding of Document or conditions at the Site; and that his/her Bid is based on the materials, equipment and systems described in the Documents, without exception.

TIME FOR BEGINNING AND COMPLETION. The Contractor shall commence work immediately when conditions are suitable to start and to prosecute work in such a manner so that all work embodied in this Proposal, together with all additions will be completed by the Contract Completion Date **October 31, 2016.**

EXPERIENCE STATEMENT All bidders are required to submit a detailed statement of work they have done of a character similar to that included in this Contract, to give reference and such other detailed information will enable the Allen County Engineer to judge their responsibility, experience, skill and financial standing.

PREQUALIFICATION OF BIDDERS (modifies ODOT C&MS § 102.01)

Bids will be accepted only from Contractors who are prequalified with the State of Ohio, Department of Transportation, per Section 102.01 of the State of Ohio, Department of Transportation Construction and Material Specifications, dated January 1, 2013, and per requirements as follows. To determine ODOT

prequalification for particular work types for this project, the bidder's company name (or subcontractor's company name) must appear on the Ohio Department of Transportation (ODOT) website and must meet the work type qualification requirements as spelled out as marked on sheet APPLICABLE ODOT WORK TYPES. Bidder must perform at least **50%** of the total contract with its own forces. Subcontractors performing less than **15%** of the Bidder's total bid need not be ODOT prequalified but must be approved by the Allen County Engineer, before the bid is awarded.

SAFETY REQUIREMENTS. Each **contractor and subcontractor** involved in the bid is required to furnish with its proposal, a CERTIFICATION OF SAFETY TRAINING, DRUG & ALCOHOL POLICY, AND COMPLIANCE WITH THE OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. The **contractor and subcontractors** shall adhere to the OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES during the project to assure the safety of its forces and the traveling public.

DISQUALIFICATION OF BIDDERS (modifies ODOT C&MS § 102.14)

The County reserves the right to reject any/or all proposals. Without limiting the generality of the foregoing, Allen County shall declare a bid non-responsive and ineligible for award when any of the following occurs:

- 1) Bidder lacks ODOT prequalification in applicable work types (as marked on sheet APPLICABLE ODOT WORK TYPES) to perform 50% of the total contract bid amount, with its own forces.
- 2) Bidder's subcontractors lack sufficient ODOT prequalification in the work types they perform.
- 3) Bidder fails to furnish the required Proposal Guaranty in the proper form and amount, or the Proposal is accompanied by an insufficient or irregular bond or certified check.
- 4) The Bid contains unauthorized alterations or omissions.
- 5) The Bid contains conditions or qualifications not provided for in the Bid Documents.
- 6) The Proposal is not prepared as specified.
- 7) A single entity, under the same name or different names, or affiliated entities submits more than one Bid for the same Project.
- 8) Bidder fails to submit a unit price for each contract item listed, except for lump sum items where the Bidder may show a price in the "Bid Amount" column for that item.
- 9) Bidder fails to submit a lump sum price where required.
- 10) Bidder is debarred according to the ODOT debarment list from submitting bids.
- 11) Bidder has defaulted or has had a Contract terminated for cause by the Department and has either agreed not to Bid or has had debarment proceedings initiated against the Bidder's company and its key personnel.
- 12) Bidder submits its Bid or Proposal Guaranty on forms other than those provided by the County.
- 13) Bidder submits a Materially Unbalanced Bid as defined by 102.08.
- 14) Bidder fails to acknowledge addenda.
- 15) The Department finds evidence of collusion.

- 16) Any other omission, error, or act that, in the judgment of the Department, renders the Bidder's bid non-responsive.

PROPOSAL BOND, CERTIFIED CHECK, CASHIER'S OR LETTER OF CREDIT (modifies ODOT C&MS § 102.09)

All proposals shall be accompanied by a proposal bond with surety satisfactory to the County for the full amount (100%) of the bid, or a certified check, cashier's check or a letter of credit for ten percent (10%) of the bid made payable to the Allen County Treasurer. Such bond, check or letter of credit is to serve as a guarantee that if the proposal is accepted, a contract will be entered into and the performance of it properly secured. The Bond shall name Board of Allen County Commissioners and ODOT as the obligee. Ohio Revised code Section 153.571 lists the requirements of the Proposal Bond.

RETURN OF PROPOSAL BOND, CERTIFIED CHECK, CASHIER'S OR LETTER OF CREDIT (modifies ODOT C&MS § 103.04)

All proposal bonds, certified checks, cashier's checks or letters of credit shall be returned on demand within ten (10) days after the proposals are opened - except those of the three (3) lowest bidders, which shall be held until the successful bidder has executed the contract. Thereafter, all remaining proposal bonds, certified checks, cashier's checks or letter of credit will be returned.

ACCEPTANCE OF PROPOSAL. Within sixty - (60) days after the opening of proposals, the Board of County commissioners will act upon the proposal. The acceptance of a proposal shall bind the successful bidder to execute the contract and be responsible for liquidated damages as provided herein. The rights and obligations provided for in the contract shall become effective and binding upon the parties only with its formal execution by the Board of County Commissioners.

AWARDING OF CONTRACT (modifies ODOT C&MS § 103.02)

The award of the Contract, if it is awarded, will be to the lowest or best responsible ODOT prequalified Bidder, whose qualifications indicate the award will be in the best interest of the County and whose proposal complies with all the prescribed requirements. No Notice of Award will be given until the Allen County Engineer has concluded such investigations as he/she deems necessary to establish the responsibility, qualifications and financial ability of the Bidders to do the work in accordance with the Contract Documents to the satisfaction of the County within the time prescribed. The County reserves the right to reject the Proposal of any Bidder who does not pass such investigation to the Allen County Engineer's satisfaction. In analyzing Proposals, the Allen County Engineer may take into consideration unit prices. If the amount shown on the total differs from the product of the unit prices multiplied by the quantity, then the actual mathematical product will govern.

The county may reject any or all bids submitted or to waive any irregularities pursuant to Section 9.31 of the Revised Code without liability to the County. The County will not award a contract for greater the 10% more than the Engineer's estimate.

DAMAGES FOR FAILURE TO EXECUTE CONTRACT (modifies ODOT C&MS § 103.06/07)

Any bidder whose proposal is accepted will be required to execute the contract within ten (10) days after the notice that the contract has been awarded to him/her. Failure or neglect to do so shall constitute a breach of the agreement affected by the acceptance of the proposal.

The amount of the proposal bond, certified check, cashier's check or letter of credit accompanying the proposal shall be retained by the County as liquidated damages for such breach. In the event any bidder whose proposal shall be accepted fails or refused to execute the contract, as herein provided, the Board of County Commissioners may, at their option, determine that such bidder has abandoned the contract and thereupon his/hers proposal and the acceptance thereof shall be null and void and the County shall be

entitled to liquidated damages as above provided. The Commissioners may award the Contract to the next lowest responsive bidder, re-advertise the Work, or take any other action decided by the County.

UNSATISFACTORY PROGRESS & DEFAULT OF CONTRACTOR (modifies C&MS § 108.08) :

The Engineer will notify the Contractor in writing of unsatisfactory progress for any of the following reasons:

- a) The Contractor has not commenced the Work by the dates established in the schedule.
- b) The Contractor does not proceed with the Work in a manner necessary for completion of the Project by the Completion Date.
- c) The Contractor is performing the Work improperly.
- d) The Contractor abandons, fails, or refuses to complete the Work.
- e) Any other reason the Director believes jeopardizes completion of the Work by the Completion Date.

If the Contractor does not respond to the satisfaction of the Engineer, the Engineer may declare the Contractor in default and may notify the Contractor and Surety that the responsibility to complete the Work is transferred to the Surety. Upon receipt of this notification, the Contractor's right to control and supervise the Work will immediately cease. In such a case, the Director will proceed as specified in **ORC 5555.68**. The defaulted Contractor will not be compensated for costs resulting from the default and is not eligible to be retained by the Surety to complete the Work. If it is determined that the Department's default of the Contractor according to 108.08 is wrongful, then the default will revert to a termination of the Contract according to 108.09.

TERMINATION OF THE CONTRACT FOR CONVENIENCE (modifies C&MS § 108.09):

The Director may terminate the Contract at any time for the convenience of the Department. The Department will compensate the Contractor according to 109.04 and 109.05 for termination of the Contract for the convenience of the Department. This subsection is subject to the provisions of ORC 5555.68.

FINAL ACCEPTANCE AND TERMINATION OF CONTRACTOR RESPONSIBILITY: (modifies C&MS § 109.12 (A&B))

A. Final Inspection. Notify the Project Engineer when the Project is complete and all of the Project Engineer's punch list items are complete. If the County Engineer agrees the Project is complete, then within 10 business days the County Engineer will notify The Allen County Sanitary Engineer, Allen Water District, and ODOT and ask them to inspect the Work and categorize it as one of the following:

1. Unacceptable or not complete.
2. Substantially complete with punch list items found by the Final Inspector.
3. Complete and acceptable as final.

If the Project Engineer and ODOT finds the Work substantially complete with punch list items or complete and acceptable as final, then the Contractor's maintenance responsibilities end on the day of the Final Inspection, except for any maintenance related to unfinished punch list items. This does not relieve the Contractor of responsibility to correct defective Work or repair damage caused by the Contractor.

B. Punch List. The Project Engineer will issue to the Contractor a written punch list of minor Work required as a condition of final acceptance. The Project Engineer punch list will stipulate a reasonable time to complete the required Work. Failure of the Contractor to complete the punch list

items by the stipulated time will result in an administrative fee of \$100 per Calendar Day for every day beyond the stipulated time the punch list Work remains incomplete and beyond the revised Completion Date.

FINAL ACCEPTANCE AND PAYMENT (modifies ODOT C&MS § 109.12(D):

Final payment is based on:

1. The agreed final quantities or as determined by the Engineer if agreement is not possible, no compensation for unauthorized work is allowed.
2. Acceptance by the Final Inspector.
3. Receipt of acceptable finalization documents.

In addition to the above, written acceptance from the ODOT is required before the project is accepted and final payment made.

APPLICABLE ODOT WORK TYPES

ALLEN COUNTY, OHIO
OFFICE OF THE ALLEN COUNTY ENGINEER
ZURMEHL ROAD BRIDGE No. SHA-TR 140-2.24
OVER THE LITTLE OTTAWA RIVER; SHAWNEE TOWNSHIP

PREQUALIFICATION OF BIDDERS (modifies ODOT C&MS 102.01)

Bids will be accepted only from Contractors who are prequalified with the State of Ohio, Department of Transportation, per Section 102.01 of the State of Ohio, Department of Transportation Construction and Material Specifications, dated January 1, 2013, and per requirements as follows. To determine ODOT prequalification for particular work types for this project, the bidder's company name (or subcontractor's company name) must appear on the Ohio Department of Transportation (ODOT) website and must meet the work type qualification requirements as spelled out below. Subcontractors performing less than 15% of the Bidder's total bid need not be ODOT prequalified but must be approved by the Allen County Engineer, before the bid is awarded.

The following website details the prequalification process for contractors

http://www.dot.state.oh.us/contract/pq_contractor.htm

The following work types are applicable for the above referenced project.

<input checked="" type="checkbox"/>	1	Clearing and Grubbing	<input type="checkbox"/>	34	Earth Retaining Structures
<input type="checkbox"/>	2	Building Removal	<input checked="" type="checkbox"/>	35	Drainage (culverts, misc.)
<input type="checkbox"/>	3	Gas, Oil, Water Well abandonment	<input checked="" type="checkbox"/>	36	Guardrail / Attenuators
<input checked="" type="checkbox"/>	4	Roadway Excavation and Embankment	<input type="checkbox"/>	37	Fence
<input type="checkbox"/>	5	Major Roadway Excavation	<input type="checkbox"/>	38	Misc. Concrete
<input type="checkbox"/>	6	Incidental Grading	<input checked="" type="checkbox"/>	39	Maintenance of Traffic
<input type="checkbox"/>	7	Soil Stabilization	<input checked="" type="checkbox"/>	40	Waterproofing
<input checked="" type="checkbox"/>	8	Temp Soil Erosion & Sediment Control	<input type="checkbox"/>	41	Raised Pavement Markers
<input checked="" type="checkbox"/>	9	Aggregate Bases	<input type="checkbox"/>	42	Signing
<input checked="" type="checkbox"/>	10	Flexible Paving	<input type="checkbox"/>	43	Highway Lighting
<input checked="" type="checkbox"/>	11	Apply Bituminous Treatments	<input type="checkbox"/>	44	Traffic Signals - Standard
<input checked="" type="checkbox"/>	12	Rigid Paving	<input type="checkbox"/>	45	Pavement Markings
<input type="checkbox"/>	13	Pavement Planing, Milling, Scarify	<input type="checkbox"/>	46	Landscaping
<input type="checkbox"/>	14	Concrete Texturing	<input type="checkbox"/>	47	Mowing
<input type="checkbox"/>	15	Sawing	<input type="checkbox"/>	48	Trucking
<input type="checkbox"/>	16	Flexible Replacement	<input type="checkbox"/>	49	Herbicidal Spraying
<input type="checkbox"/>	17	Rigid Pavement Replacement	<input type="checkbox"/>	50	Railroad Track Construction
<input type="checkbox"/>	18	Pavement Rubblize, Break, Pulverize	<input type="checkbox"/>	51	Micro Tunneling
<input checked="" type="checkbox"/>	19	Structure Removal	<input type="checkbox"/>	52	Tunneling
<input checked="" type="checkbox"/>	20	Level 1 Bridge	<input type="checkbox"/>	53	Piling
<input type="checkbox"/>	21	Level 2 Bridge	<input type="checkbox"/>	54	Post-Tensioning Bridge Members
<input type="checkbox"/>	22	Level 3 Bridge	<input type="checkbox"/>	55	Fiber Optic Install - Traffic Signal
<input checked="" type="checkbox"/>	23	Reinforcing Steel	<input type="checkbox"/>	56	Fiber Optic Install - Intel Trans Sys
<input type="checkbox"/>	24	Structural Steel Erection			
<input type="checkbox"/>	25	Stud Welding			
<input type="checkbox"/>	26	Structural Steel Painting			
<input type="checkbox"/>	27	Expansion & Contraction Joints, etc.			
<input type="checkbox"/>	28	Caissons/ Drilled Shafts			
<input type="checkbox"/>	29	Structure Repairs			
<input type="checkbox"/>	30	Hydrodemolition			
<input type="checkbox"/>	31	Structural Steel Repairs			
<input type="checkbox"/>	32	Heat straightening			
<input type="checkbox"/>	33	Tieback Installation			

PROPOSAL

Proposal of _____
Bidder _____
Address _____

for: The removal of the Zurmehly Road Bridge No. SHA-TR 140-2.24, over the Little Ottawa in Shawnee Township; Allen County, Ohio; the replacement of the said bridge with a single (1) span, prestressed concrete box beam superstructure (span being 78' c/c of bearing with 28° left forward skew) on reinforced concrete wall type abutments; 32'-0" f/f of guardrail; and construction of all approach work including grading, paving and construction of all necessary drainage facilities. The project length is 400 linear feet.

This project being located as follows: Zurmehly Road Bridge located 1/4 (.25) mile east of the intersection of Beeler Road, in Section 15, T4S, R6E, Shawnee Township; Allen County, Ohio. Proposed prestressed concrete box beam bridge to span the Little Ottawa River.

To: The Honorable Board of County Commissioners
Allen County, Lima, Ohio

The undersigned bidder has carefully examined the form of the contract, the special conditions, the general conditions, and the specifications for the **ZURMEHLY ROAD BRIDGE No. SHA-TR 140-2.24** above described and referred to in the Legal Notice, inviting proposals on such work and also the site of the work. The bidder will provide all necessary tools, machinery, equipment apparatus and other materials called for by said State of Ohio, Department of Highways Materials and Specifications, dated January 1, 2013 with Supplemental Specifications, General and Special Conditions and the Plans, in the manner prescribed therein and in said Contract, and in accordance with the requirements of the Engineer under them, for the sum of _____ Dollars,
(\$ _____).

The undersigned bidder understands that the quantities of work shown herein are approximate only and are subject to increase or decrease at the unit prices stated in the following schedules.

Ref. No.	Item No.	Description	Quantity	Unit	Unit Price	Total Amount
-------------	-------------	-------------	----------	------	---------------	-----------------

REPLACE W/ EXCEL SPREADSHEET

USE FILE _____FOR CONTRACT SHEET

Sheet 1

Ref. No.	Item No.	Description	Quantity	Unit	Unit Price	Total Amount
-------------	-------------	-------------	----------	------	---------------	-----------------

REPLACE W/ EXCEL SPREADSHEET

USE FILE _____ FOR CONTRACT SHEET

Sheet 2

Ref. No.	Item No.	Description	Quantity	Unit	Unit Price	Total Amount
-------------	-------------	-------------	----------	------	---------------	-----------------

The undersigned also agrees as follows:

FIRST: To do any extra work not covered by the above schedule of prices which may be ordered by the County, and to accept as full compensation thereof, such prices as may be agreed upon in writing by the County and the Contractor in accordance with the General Conditions, and in accordance with Section 5555.69 O. R. C.

SECOND: To furnish to the County, a satisfactory Contract bond in the amount of one hundred percent (100%) of the amount of the contract, guaranteeing the faithful performance of the work and the payment of the bills, and within ten (10) days from the date of notice of acceptance of this proposal, to execute the contract.

THIRD: To allow proper time for the paperwork to be processed, the contractor will not commence work before July 8, 2016. The Contractor shall commence work immediately thereafter when conditions are suitable to start and to prosecute work in such a manner as to complete it by **October 31, 2016**.

Enclosed herewith is a bid guarantee, as defined in the attached Instructions to Bidders, in the amount of _____, which bid guarantee the undersigned Bidder agrees to be forfeited to and become the property of the County as liquidated damages, should the Proposal be accepted and the Contract awarded him and he fails to enter into contract in the form prescribed and to furnish the required bond within ten (10) days as stipulated.

The following persons, firms or corporations are interested with the undersigned Bidder in the Proposal (subcontractors):

Name

Address

Name

Address

All liability on this project rests with the prime Contractor and he must have a knowledgeable representative on the project at all times work is in progress.

If there are no such persons, firms or corporations, please so state in the following space
_____.

It is understood that the Schedule of Prevailing Wage Rates, as established by the Ohio Department of Industrial relations, is to govern on this project and the undersigned certifies that he has examined the Schedule of Wage Rates for this project and the prices bid are based upon such established Prevailing Wage Rates.

It is also understood that all subcontractors shall pay Prevailing Wage Rates, as established by the Ohio Department of Industrial Relations, to their employees who perform work at this site.

Dated at _____, this _____ day of _____,
2016.

Signature of Bidder

If an individual: _____, doing business
as _____

If a partnership: _____
by _____, Partner

If a corporation: _____
a _____, Corporation
by _____

Business address of Bidder

Signature

Title

Company Name

Federal Tax ID Number

Street

City, State Zip

(____) _____
Phone Number

(____) _____
Fax Number

EXPERIENCE STATEMENT

The bidder is required to state in detail in the space provided below, what work he/she has under contract and has completed, and other information as will enable the Engineer to judge of his responsibility, experience, skill and financial standing.

PROJECTS NOW UNDER CONTRACT

Project (Type)	Location	Completion Date	Contract Date
----------------	----------	-----------------	---------------

LAST FIVE (5) PROJECTS COMPLETED

Project (Type)	Location	Year	Contract Date
----------------	----------	------	---------------

ADDITIONAL INFORMATION

The information given herein is for the guidance of the Engineer and will be regarded as confidential.

NOTE: THIS FORM SHALL BE SUBMITTED ALONG WITH THE PROPOSAL AND PROPOSAL BOND.

BID GUARANTY AND CONTRACT BOND

(Section 153.571 Ohio Revised Code)

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

(Name and Address)

as Principal, and _____,
(Name of Surety)

as Surety, are hereby held and firmly bound unto _____,
hereinafter called the Oblige, in the penal sum of the dollar amount of the bid submitted by the
Principal to the Oblige on _____ to undertake the project
known as:

ZURMEHL ROAD BRIDGE No. SHA-TR 140-2.24

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the
Oblige, incorporating any additive or deductive alternate proposals made by the Principal on the
date referred to above to the Oblige, which are accepted by the Oblige. In no case shall the penal
sum exceed the amount of _____ Dollars (\$_____).

IF THE ABOVE LINE IS LEFT BLANK, THE PENAL SUM WILL BE THE FULL AMOUNT
OF THE PRINCIPAL'S BID, INCLUDING ALTERNATES. ALTERNATIVELY, IF
COMPLETED, THE AMOUNT STATED MUST NOT BE LESS THAN THE FULL AMOUNT
OF THE BID, INCLUDING ALTERNATES, IN DOLLARS AND CENTS. A PERCENTAGE IS
NOT ACCEPT- ABLE. For the payment of the penal sum well and truly to be made, we hereby
jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

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

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

IF THE SAID PRINCIPAL shall well and faithfully perform each and every condition of
such contract; and indemnify the Oblige against all damage suffered by failure to perform such
contract according to the provisions thereof and in accordance with the plans, details, specifications,
and bills of material therefore; and shall pay all lawful claims of subcontractors, material-men, and

laborers for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any material-man or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID SURETY hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of said contract or in or to the plans and specifications therefor shall in any wise affect the obligations of said Surety on this Bond, and it does hereby waive notice of any such modifications, omissions, or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this _____ day of _____, 2016.

PRINCIPAL:

By: _____

Title: _____

SURETY:

By: _____

Attorney-in-Fact

SURETY COMPANY ADDRESS:

City State Zip

SURETY AGENT'S ADDRESS:

Agency Name

Street

City State Zip

NOTE: THIS FORM SHALL BE SUBMITTED ALONG WITH THE PROPOSAL AND PROPOSAL BOND.

NONCOLLUSION AFFIDAVIT

COUNTY OF _____)
STATE OF _____) SS.

_____, being first sworn, says
(Name of individual)

that he is _____ of
(title-owner, partner, president, secretary)

_____, submitting
(Name of organization)

the foregoing bid for **ZURMEHLY ROAD BRIDGE No. SHA-TR 140-2.24**: that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation, that such bid is genuine and not collusive or sham that said bidder to put in a false or sham bid, and not directly or indirectly solicited any other bidder to put in a sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that any one shall refrain from bidding; that said bidder or of any other bidder, or to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract, that all statements contained in such bid are true; and further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or person as a partnership or other financial interest with said bidder in his general business.

(Affidavit)

Sworn to before me this _____ day of _____, 20 ____.

(Notary Public)

County of _____, State of _____

My commission expires _____

NOTE: THIS FORM SHALL BE SUBMITTED ALONG WITH THE PROPOSAL AND PROPOSAL BOND.

CONTRACT

THIS AGREEMENT made the _____ day of _____ by and between the Board of County Commissioners, Allen County, Ohio, hereinafter called the COUNTY, and _____, hereinafter called the CONTRACTOR.

WITNESSETH, that the CONTRACTOR and COUNTY, for the consideration hereinafter named agree as follows:

1. The CONTRACTOR shall furnish all of the materials and perform all of the work described in the bid specifications entitled: **Zurmehly Road Bridge No. SHA-TR 140-2.24; SHAWNEE TOWNSHIP; ALLEN COUNTY, OHIO**, prepared by the Allen County Engineer; 1501 North Sugar Street; Lima, Ohio 45801, entitled ENGINEER, and shall do everything required in this agreement, the General and Special Conditions of the Contract and the Specifications.
2. The work to be performed under this Contract shall be commenced immediately when conditions are suitable to start road rehabilitation, and shall be completed by October 31, 2016.
3. The Project Agreement dated July 1, 2016, between the State of Ohio, acting by and through the Director of Ohio Public Works Commission (herein after variously referred to as the "Director" or the OPWC) and Allen County Engineer, shall be attached to and made a part of this Contract, when it becomes available from the Ohio Public Works Commission.
4. The COUNTY shall pay the CONTRACTOR for the faithful performance of the Contract, subject to the addition and deduction provided therein for the sum of _____ (\$ _____), more or less. It is understood and agreed that this is a Unit Price Contract.
5. OPWC shall make payments on the account of the Contract as provided therein as follows:

On or about the fifteenth (15) day of each month, the CONTRACTOR may submit to the County Engineer a CONTRACTOR'S estimate or invoice for labor and material incorporated in the work thereof to the last day of the preceding month. Eight percent (8%) shall be retained from the CONTRACTOR'S estimates or invoices for labor and material used in this project. This eight percent (8%) shall be retained from all CONTRACTOR'S estimates or invoices until fifty percent (50%) of the contract price has been paid. Thereafter, no additional retainage will be held from the CONTRACTOR'S estimate or invoices.

The State of Ohio (OPWC) shall make payments on the account of the Contract as provided in Section 6, Paragraph (b) of the Project Agreement, which is attached to this Contract.
6. Upon receipt of notice that the work is ready for final inspection and acceptance, the ENGINEER shall promptly make inspection, and when he finds the work acceptable under the Contract and Contract fully performed, he shall promptly issue a final certificate stating that the work provided for in this contract has been completed and accepted, and the entire balance found to be due the CONTRACTOR, including the retained percentage, shall be

paid the CONTRACTOR.

Before issuance of certificate, the CONTRACTOR shall submit satisfactory evidence to the ENGINEER that all labor, material and the other indebtedness connected with the work have been paid in full and that the requirements of the Mechanic's Lien Law (Chapter 1311 Ohio Revised Code) have been complied with.

The forwarding of the final payment request to the OPWC shall constitute a waiver of all claims by the COUNTY, other than those arising from faulty work appearing after final payment, and of all claims by the CONTRACTOR, except those previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER so certified, the COUNTY shall, without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payments shall be made under the terms and conditions of final payment - except that it shall not constitute a waiver of claims.

7. The CONTRACTOR and all subcontractors shall pay to each laborer, workman or mechanic employed by such CONTRACTOR, subcontractor or other person who works at this project site, the prevailing rate of wages for Allen County, as issued by the Director of Industrial Relations, during the life of this Contract.

The County Engineer, upon receipt from the Director of Industrial Relations of a notice of a change in prevailing wage rates for Allen County, shall within seven (7) days notify the CONTRACTOR and all subcontractors of the respective wage changes related to this project. The CONTRACTOR and all subcontractors shall immediately make those necessary adjustments in the prevailing wage rates that their laborers, workmen and mechanics are currently receiving to the new prevailing wage rates that are issued by the Director of Industrial Relations.

8. The Advertisement, Instructions to Bidders, Proposal, Experience Statement, Bid Guaranty and Contract Bond, Noncollusion Affidavit, Certification of Personal Property Tax, General and Special Conditions of the Contract, Specifications, Typical Section Drawings, Bituminous Material (Binder) Specifications, Work Zone Pavement Markings & Signs, Drawing MT-99.10, State of Ohio Equal Employment Opportunity Requirements and Bid Conditions for OPWC-Assisted Construction Projects, Contractor's Affidavit, Contractor's Responsibilities For Prevailing Wage Project, Schedule of Prevailing Wage Rates, together with this Agreement, form the Contract, and they are fully part of the Contract as if attached hereto or herein repeated.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and executed this Contract, the day and year first above written.

Witnessed by:

Witnessed by:

The Board of County Commissioners:
Allen County, Ohio

Contractor:

By _____

Approved as to form only,

Allen County Prosecuting Attorney
Allen County, Ohio

I hereby certify that the funds necessary to meet the terms and conditions of this agreement have been lawfully appropriated or authorized or directed for said purpose, and is in the treasury or in the process of collection, to the credit of the fund for this purpose, free from any previous or now outstanding obligations or certificates.

Allen County Auditor
Allen County, Ohio

CERTIFICATION OF PERSONAL PROPERTY TAX

STATE OF OHIO)
) SS
COUNTY OF _____)

_____ being duly sworn that he is the owner or an officer of _____, said _____ having been awarded a public contract let by competitive bid and that by this statement, says that at this time, neither he nor the corporation is charged with any delinquent personal property taxes on the general tax list of personal property of any county, or that attached is a list of all delinquent taxes charged against the person or corporation.

_____, being first duly sworn, deposes and says that this statement made above, concerning delinquent personal property taxes is true.

Notary Public

_____, being the fiscal officer of _____, a political subdivision of the State of Ohio, here certifies the above statement to the county treasurer.

Fiscal Officer of _____ County
Political Subdivision

This certification is in compliance with Section 5719.042 of the Ohio Revised Code, which requires a certification of delinquent personal property by any successful bidder prior to the execution of the contract of a political subdivision and in the event there are any due and unpaid delinquent taxes, a copy of this statement shall be transmitted to the county treasurer within thirty days.

NOTE: THIS FORM SHALL BE SUBMITTED ALONG WITH THE PROPOSAL AND PROPOSAL BOND.

Betty Montgomery Auditor of State

Bulletin 2004-006

Date Issued: June 15, 2004

TO: All State Agencies, Boards, and Commissions
All State Universities and Colleges
All Statewide Elected Officials
Ohio Supreme Court
All County Elected Officials
All County, Common Pleas, and Municipal Court Judges
Mayors' Court Clerks
All City Auditors, Finance Directors, Council Members, and
Treasurers
All Independent Public Accountants
All School District Treasurers and Superintendents
All Township Clerks and Trustees
All Village Fiscal Officers, Council Members, and Clerks
All Public Libraries

FROM: Betty Montgomery
Ohio Auditor of State

SUBJECT: Unresolved Findings for Recovery Database (ORC Section 9.24)

Senate Bill 189 was recently enacted and contained a provision modifying an existing provision of law (ORC section 9.24), that prohibits a state agency or political subdivision from awarding a contract for goods, services, or construction, paid for in whole or in part with state funds, to a person with an unresolved finding for recovery issued by the Auditor of State.

Background

House Bill 95, the State of Ohio Operating Budget for fiscal years 2004-05, initially enacted ORC 9.24. On January 1, 2004, a database of unresolved findings for recovery was made available to the public via the Auditor of State's web site (www.auditor.state.oh.us). For more specific information about the original statute and the basic concepts of the findings for recovery database, please refer to Auditor of State Bulletin 2003-009.

From the time ORC 9.24 took effect, numerous legal and implementation questions were raised by state agencies and political subdivisions that were attempting to comply with the law. As a result of these questions, the Auditor of State took two

separate actions. First, legal guidance on a number of issues was requested of the Attorney General. These requests ultimately resulted in a single formal legal opinion (“AG Opinion 2004-014”) issued by the Attorney General on April 15, 2004. This opinion may be obtained from the Auditor of State’s web site or from the Attorney General’s web site at www.ag.state.oh.us). Second, the Auditor requested that the Ohio General Assembly consider amending ORC 9.24 to clarify its intent with regard to several issues. An amendment was ultimately included in Senate Bill 189. This Bulletin discusses specific issues related to the Attorney General opinion and Senate Bill 189.

Definition of “contract”

AG Opinion 2004-014 addresses the meaning of the term “contract” as used in ORC 9.24:

For purposes of R.C. 9.24, a contract is awarded when a written agreement is executed pursuant to a formal competitive contracting procedure that may include competitive bidding, requests for proposals, or invitations to bid. A purchase arrangement that does not involve competitive contracting procedures does not constitute the awarding of a contract and is not subject to R.C. 9.24.

Consequently, pursuant to this opinion, ORC 9.24 only applies to contracts which have been subjected to a competitive contracting process. This does not include transactions made via other means such as purchase orders, credit cards, debit cards, etc.

One question that has frequently been raised is the applicability of ORC 9.24 to purchases made off the state term schedule. The Ohio Department of Administrative Services (DAS) establishes a state term schedule of vendors with whom it has contracted to provide specific goods or services at negotiated prices. Under certain circumstances, state agencies and political subdivisions may make purchases off the state term schedule. Under such an arrangement, before placing a vendor on the state term schedule, DAS engages in a contracting process as described in AG Opinion 2004-014 and consequently, is required to comply with ORC 9.24. State agencies and political subdivisions that purchase off the state term schedule, however, do not engage in their own contracting processes and are not subject to the provisions of ORC 9.24.

In addition to the limitation described above, newly enacted ORC 9.24 (G)(1)(a) states that the only contracts subject to the provisions of the statute are those contracts in which the cost for the goods, services, or construction exceeds \$25,000. Division (G)(1)(b) provides an exception to this rule and applies the statute to a contract awarded to any person who, in the previous fiscal year, received contracts from the state agency or political subdivision, the aggregate of which exceeded \$50,000. Consequently, state agencies and political subdivisions should immediately review their contracts awarded in the previous fiscal year in order to identify persons to whom this aggregating provision applies. *In summary, ORC 9.24 applies only to contracts which are the subject of a competitive contracting process and which either exceed \$25,000 or meet the aggregating criteria described above.*

Senate Bill 189 also clarifies the following points in regard to the contracting process:

- The prohibition in ORC 9.24 applies to renewals of contracts which otherwise meet the criteria described above.
- The contract is considered to be awarded when it is entered into or executed, irrespective of whether the parties to the contract have exchanged any money.
- The provisions of ORC 9.24 do not apply to the awarding by a state agency or political subdivision of employment contracts. Please note that AG Opinion 2004-014 clarifies that independent contractor relationships, if they meet the other criteria for being a “contract,” *are* subject to the provisions of ORC 9.24.

Definition of “state funds”

The prohibition against awarding contracts pursuant to ORC 9.24 is limited to contracts “paid for in whole or in part with state funds.” AG Opinion 2004-014 explains that the term “state funds” means “moneys, other than federal funds, that are held in the state treasury and appropriated by the General Assembly in accordance with Ohio Const. art. II, § 22 for expenditure by a state agency or political subdivision.”

This opinion further advises that if state funds are commingled with local funds, a contract paid with those funds would be presumed to include both state *and* local funds. In contrast, if a political subdivision segregates its funds and pays for a contract with only local funds, the contract would not be subject to ORC 9.24.

Finally, Senate Bill 189 provides that for the purposes of ORC 9.24, the term “state funds” does not include funds that the state receives from another source and passes through to a political subdivision, such as federal funds.

Definition of “political subdivision”

The requirements of ORC 9.24 apply to both state agencies and political subdivisions. Senate Bill 189 clarifies that the definition of “political subdivision” is the definition provided in ORC 9.82:

“Political subdivision” means a county, city, village, township, park district, or school district.

Senate Bill 189 further states that the provisions of ORC 9.24 only apply if the political subdivision has received more than \$50,000 of state money in the current fiscal year or the preceding fiscal year.

Definition of “person”

Again, ORC 9.24 prohibits awarding certain types of contracts to a person with an unresolved finding for recovery. It is important to understand that the statutory definition of “person,” found in ORC 1.59, includes not only individuals, but also corporations,

business trusts, estates, trusts, partnerships, or associations. However, it was unclear in the initial version of ORC 9.24 whether a finding for recovery issued against a corporation also applied to individuals within the corporation, and vice versa. Senate Bill 189 clarifies that the term “person” applies only to the person actually named in the finding for recovery.

Applicability to pre-2001 findings for recovery

Senate Bill 189 specifies that the prohibition against awarding contracts applies only to those persons with unresolved findings for recovery that were issued after January 1, 2001. In addition, aside from checking the Auditor of State’s database, a state agency or political subdivision may obtain other proof that the person has no unresolved finding for recovery. However, because compliance with ORC 9.24 is ultimately the responsibility of the state agencies and political subdivisions, the Auditor of State’s office recommends that they continue to check the database before awarding a contract that is subject to ORC 9.24.

Additional exclusions from ORC 9.24

In addition to the clarifications described throughout this Bulletin, Senate Bill 189 imposes several additional limitations upon the applicability of ORC 9.24:

Bonding companies, insurance companies, self-insurance pools, joint self-insurance pools, risk management programs, or joint risk management programs are exempt unless a court has entered a final judgment against the company and the judgment has not yet been satisfied. These entities will no longer appear in the Auditor of State’s database until notification of a final judgment is received from the Attorney General.

Medicaid provider agreements (ORC Chapter 5111) or payments or provider agreements under disability assistance medical assistance (ORC Chapter 5115) are exempted. In addition, if federal law dictates that a specified entity provide the goods, services, or construction for which a contract is being awarded, the entity is exempt, regardless of whether that entity has an unresolved finding for recovery.

Auditor of State Database Updates

In addition to the statutory changes and clarifications provided in Senate Bill 189 and Attorney General Opinion 2004-014, the Auditor of State has made changes to the findings for recovery database since it was first unveiled on January 1, 2004 as a result of suggestions from users.

First, we have added a component to our web site allowing users to download the entire database into a comma delineated file, which can then be printed. Please note that the web site also contains a notation of when the database was last updated. This feature allows users, if they previously downloaded the database, to know whether that version is still up-to-date or whether they should download a more current version.

In addition, the web site allows users to perform a certified search for the purpose of compliance with ORC 9.24. If the person does not appear in the database, the user is given the option of printing a certification page that may be used to verify compliance with ORC 9.24. The certification page has been modified in two ways. First, the language was changed to more accurately reflect the purpose of the certification page and the manner in which it is to be used. Specifically, the certification page returns a list of possible matches, based on letter combinations from the search parameters that were entered. **Unless the name you searched for actually appears on the list of possible matches, that person is not included in the Auditor of State's database and is not prohibited by ORC 9.24 from being awarded a contract.** If the person's name does appear on this list of possible matches, the person does have an unresolved finding for recovery and is prohibited from receiving a contract (subject to the exceptions discussed throughout this Bulletin).

In addition to this change, we removed the sections of the certification page requiring the user's signature. An initialed copy of the certification page is sufficient to demonstrate compliance with ORC 9.24 for audit purposes. Please note that the law does not require state agencies and political subdivisions to use the certification page. The certification page was developed by the Auditor of State as a method for a state agency or political subdivision to document the fact that it has checked the database and found no matches. However, any documentation which sufficiently demonstrates compliance with ORC 9.24 will be acceptable for audit purposes.

In conclusion, please note that this Bulletin does not provide a comprehensive overview of ORC 9.24. Instead, it is meant as a supplement to Auditor of State Bulletin 2003-009. These bulletins – along with the findings for recovery database, the revised version of ORC 9.24, and Attorney General Opinion 2004-014 – may be accessed via the Auditor of State's web site at www.auditor.state.oh.us.

Questions concerning this Bulletin or the Auditor of State's database should be directed to the Auditor of State's Office at 1-800-282-0370. Questions regarding the resolution of findings for recovery or Attorney General Opinion 2004-014 should be directed to the Attorney General's Office at (614) 644-1234. Legal questions about compliance with ORC 9.24 should be directed to your legal counsel.

A handwritten signature in black ink that reads "Betty Montgomery". The script is cursive and fluid, with the first letters of each word being capitalized and prominent.

Betty Montgomery
Ohio Auditor of State

CONTRACTOR CERTIFICATION OF COMPLIANCE

It is the policy of the Allen County Engineer's Office that all Contractors and Subcontractors, while engaged in work with the Engineer's office, will provide Safety Training and comply with State and Federal O.S.H.A. & O.D.O.T. requirements and all Federal Rules and Regulations regarding Drug and Alcohol Policy. An affidavit of proof of written Safety Program, Hazardous Communication Program, and Drug and Alcohol Policy must be filed with this office prior to being awarded a Contract.

**** AFFIDAVIT OF CONTRACTOR ****

I _____, _____,
Name of Person Signing Title

representing _____, do hereby certify that we are now in
CONTRACTOR Company Name

compliance with State and Federal O.S.H.A. & D.O.T. requirements, including the requirements of the OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES and will comply with these requirements for the life of our Contract for the construction of:

ZURMEHLY ROAD BRIDGE No SHA-TR 140-2.24 SHAWNEE TOWNSHIP; ALLEN COUNTY, OHIO

and do hereinafter certify that we provide to our employees:

(Please check below if in compliance)

___ Employee Safety Training

___ A Written Safety Program

___ A Hazardous Communication Program

___ Drug & Alcohol Testing Program (if required by D.O.T.)

Signature of Officer or Agent

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

Notary Public

NOTE: THIS FORM SHALL BE SUBMITTED ALONG WITH THE PROPOSAL AND PROPOSAL BOND.

SUB - CONTRACTOR CERTIFICATION OF COMPLIANCE

It is the policy of the Allen County Engineer's Office that all Contractors and Subcontractors, while engaged in work with the Engineer's office, will provide Safety Training and comply with State and Federal O.S.H.A. & O.D.O.T. requirements and all Federal Rules and Regulations regarding Drug and Alcohol Policy. An affidavit of proof of written Safety Program, Hazardous Communication Program, and Drug and Alcohol Policy must be filed with this office prior to being awarded a Contract.

**** SUB-CONTRACTOR AFFIDAVIT ****

I _____, _____,
Name of Person Signing Title

representing _____, do hereby certify that we are now in
SUB-CONTRACTOR Company Name

compliance with State and Federal O.S.H.A. & D.O.T. requirements, including the requirements of the OHIO MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES and will comply with these requirements for the life of our Contract for the construction of:

ZURMEHL ROAD BRIDGE No SHA-TR 140-2.24 SHAWNEE TOWNSHIP; ALLEN COUNTY, OHIO

and do hereinafter certify that we provide to our employees:

(Please check below if in compliance)

- ___ Employee Safety Training
- ___ A Written Safety Program
- ___ A Hazardous Communication Program
- ___ Drug & Alcohol Testing Program (if required by D.O.T.)

Signature of Officer or Agent

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

Notary Public

NOTE: THIS FORM SHALL BE SUBMITTED ALONG WITH THE PROPOSAL AND PROPOSAL BOND.

CERTIFICATION PURSUANT TO SECTION 3517.13 OF THE OHIO REVISED CODE

(Name of business entity)

It is hereby certified that all of the persons listed below are in compliance with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further stated that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. That none of the following has **individually** made after April 4, 2007, and that, if awarded a contract for the purchase of goods or services with a cost aggregating more than \$10,000 in a calendar year, none of the following **individually** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000 to the Allen County Engineer or his individual campaign committee:
 - a. myself (if applicable);
 - b. any partner or owner or shareholder of the partnership (if applicable);
 - c. any owner of more than 20% of the corporation or business trust (if applicable);
 - d. each spouse of any person identified in (a) through (c) of this section;
 - e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).
2. That none of the following have **collectively** made after April 4, 2007, and that, if awarded a contract for the purchase of goods or services with a cost aggregating more than \$10,000 in a calendar year, none of the following **collectively** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000 to the Allen County Engineer or his individual campaign committee:
 - a. myself (if applicable);
 - b. any partner or owner or shareholder of the partnership (if applicable);
 - c. any owner of more than 20% of the corporation or business trust (if applicable);
 - d. each spouse of any person identified in (a) through (c) of this section;
 - e. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section;
 - f. any political action committee affiliated with any person identified in divisions (a) through (c) of this section.

Printed Name_____

Signature_____

Title: _____

Date: _____

NOTE: THIS FORM SHALL BE SUBMITTED ALONG WITH THE PROPOSAL AND PROPOSAL BOND.

GENERAL CONDITIONS

1. The Contract Documents are complimentary, and what is called for by any one shall be binding as if called for by all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the completion of the work. Materials or work described in words, which so applied, have a well known technical or trade meaning shall be held to refer to such recognized standards.
2. Definition and Terms.
 - (a) **The State.** Whenever the term “The State” appears in the specifications, it shall be changed to mean Allen County, acting through its authorized representative.
 - (b) **Department.** Whenever the term “The Department” appears in the specifications it shall be changed to mean the office of the Allen County Engineer.
 - (c) **Director.** Whenever the term “The Director” appears in the specifications it shall be changed to mean the Allen County Engineer or Director of the Ohio Public Works Commission of Ohio (OPWC).
 - (d) **The Engineer.** Whenever the word “Engineer” appears in the Contract Documents or specifications it shall mean the Allen County Engineer or his duly authorized representative.
 - (e) **County.** Whenever the word “County” appears in the Contract Documents it shall mean Allen County or its representative as appropriate.
3. The Engineer shall furnish to the Contractor free of charge, two (2) copies of the bid documents and specifications necessary for the execution of the work.
4. The Contractor shall provide and pay for all materials, labor, water, tools, equipment, lights, power, transportation and other facilities necessary for the execution and completion of the work. All materials shall be new and both workmanship and materials shall be of good quality. The Contractor shall, if required, furnish satisfactory evidence of the quality and kind of materials.
5. The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the work any unfit person or anyone not skilled in work assigned to him.
6. The Contractor shall pay all royalties and license fees. He shall defend all suits and claims for infringements of any patent rights and shall save the County harmless from loss on account thereof.
7. The Contractor shall perform all survey work necessary to perform the job such as figuring quantities, grade or line. Permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured by the Contractor.
8. The Contractor shall give all notices and comply with all laws, ordinances, rules and regulation bearing on the conduct of the work as specified. If the Contractor observes that

the specifications are a variance therewith, he shall promptly notify the Engineer, and any necessary change shall be adjusted as provided in the Contract for changes in the work.

9. The Contractor shall continuously maintain adequate protection on all work from damage. He shall make good such damage, injury, or loss - except as may be due to errors in the Contract Documents. He shall provide and maintain all passageways and other facilities for protection required by public authority or local conditions. In an emergency affecting the safety of life or of the work or adjoining property, the Contractor, without special instructions or authorization from the Engineer, is hereby permitted to act at his discretion to prevent such threatened loss of injury and he shall so act without appeal, if so instructed and authorized.
10. The Engineer shall at all times have access to the work. If the specifications, the Engineer's instructions, or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection.
11. The Contractor shall at all times keep a satisfactory supervisor on the work, who shall represent the Contractor in his absence and all directions given to him shall be as binding as if given to the Contractor.
12. The county, without invalidating the Contract, subject to Section 5575.05 O. R. C., may order work or make changes by altering, adding to or deducting from the work, the Contract amount being adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change, by written change order.

Except in emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Engineer and no claim for an addition to the Contract Amount shall be valid unless so ordered.

The value of any such extra work or change shall be determined by estimate and acceptance in a lump sum or by unit prices named in the contract or subsequently agreed upon.

If the Engineer deems it inexpedient to correct work injured or done not in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made therefore.

13. If the Contractor should be adjudged a bankrupt, or if he in any manner becomes financially insolvent, or if he should refuse or fail to supply properly skilled workmen or proper materials or otherwise be guilty of a substantial violation of the terms of the Contract, then the County, upon written certification by the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other remedy and after giving the Contractor seven (7) days written notice, terminate the employment of the Contractor and take possession of all tools, appliances and materials thereon and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive further payment until work is finished.

If the unpaid balance in the Contract Price shall exceed the expense of finishing the work, including compensation for additional managerial services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the

difference to the County.

14. If the Contractor should neglect to prosecute the work properly or fail to perform any provision of the Contract, the County, after three (3) days written notice to the Contractor, may without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
15. If the work should be stopped under an order of any court or other public authority for a period of three (3) months through no act or fault of the Contractor or of anyone employed by him, or if the County should fail to pay the Contractor within thirty (30) days of its maturity and presentation, any sum certified by the Engineer or awarded by arbitrators, then the Contractor may, upon seven (7) days written notice, terminate the Contract and recover from the County payment for all work executed and any loss sustained upon any materials and reasonable profit.
16. The County may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate to such extent as may be necessary to protect itself from loss on account of:
 - (a) Defective work not remedied.
 - (b) Claims filed or evidence indicating probable filing.
 - (c) Failure of the Contractor to pay bills.
 - (d) Doubt that the Contract can be completed for the balance then unpaid.
17. The Contractor and each subcontractor agrees to indemnify, protect, defend and hold harmless the Allen County Engineer and the Board of Commissioners and their elected officials, officers, agents and employees from and against any claims, costs (including Attorney's Fees and court costs), expenses, damages, liabilities, losses or judgments arising out of, or in connection with, any claim, demand or action made by any third party, if such are sustained as a direct or indirect consequence of the services, and are a direct or indirect result of the acts or omissions of professional or its agents, contractors or employees.
18. The Contractor shall not start work under this Contract until he has obtained all the insurance required hereunder and has submitted copies of the appropriate, insurance as evidence of coverage to the County Engineer for his work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.
19. The Contractor and each subcontractor shall procure and maintain, during the life of this Contract, Worker's Compensation Insurance, General Liability Insurance in an amount not less than \$2,000,000 per occurrence for injuries, including accidental death to any one person and subject to the same limit for each person in an amount of not less than \$2,000,000 on the account of any one accident and Allen County must be listed as additionally insured.
20. The Contractor shall procure and maintain a Bidders Risk Policy for the said project during the life of this Contract.
21. The Contractor shall procure and maintain, during the life of this Contract, Worker's Compensation for all their employees who are working at the project site under this Contract. All subcontractors shall likewise provide Worker's Compensation for all their employees who work at this project site.

22. The Contractor shall carefully preserve benchmarks, reference points and stakes, and in case of willful or careless destruction, he shall be charged with the resulting expense.
23. The Engineer shall have general supervision and direction of the work. He has authority to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract. He shall also have the authority to reject all work and materials which do not conform to the Contract, to direct the application of forces to any part of the work, to order the force increased or diminished, and to decide questions which arise in the execution of the work.
24. The Contractor shall, as directed by the Engineer, remove from public and private property, at his expense, all temporary structures, rubbish and waste materials resulting from his operations. When it is necessary for the Contractor to enter upon private property with equipment, he shall secure a written release from the property owner and same release shall be filed with the County.
25. No work in general shall be done between the hours of 7:00 P.M. and 7:00 A.M., nor on Sunday, except as is necessary for the proper care and protection of the work already performed, or except in the case of an emergency, and then only with the permission of the Engineer. The Engineer shall be notified in advance at least two (2) working days before starting the project.
26. For each calendar day that any work shall remain uncompleted after the Contract completion date, the liquidated damages shall be **\$ 1,500 per day**. Written requests for extensions to the completion date due to inclement weather will be considered by the County Engineer.
27. The Contractor will comply with Sections 153.59, 4112.02 and 153.60 O. R. C. **and provisions contained within ODOT's 2008 LPA Template (ODOT Spec Book and LPA Spec Book) Required Contract Provisions** concerning Non-Discrimination and Intimidation on Account of Race, creed, sex, Handicap, or color, and Forfeiture when performing the work on this project. In case of conflict between the Federal and State sections, the Federal Sections will control.
28. The Contractor and all subcontractors shall pay the prevailing minimum wage to all labor employed on this project, during the life of this Contract, as ascertained and determined for Allen County, Ohio, by the Department of Industrial Relations applicable to Public Improvements, in accordance with Chapter 4115 of the Ohio Revised Code. A copy of the said prevailing rates of wages is attached in this booklet.
29. If during the life of this Contract, the County Engineer upon receipt from the director of Industrial Relations of a notice of a change in prevailing wage rates for Allen County, shall within seven (7) days notify the Contractor and all subcontractors of the respective wage changes related to this project. The Contractor and all subcontractors shall immediately make those necessary adjustments in the prevailing wage rates that their laborers, workmen and mechanics are currently receiving to the new prevailing wage rates that are issued by the Director of Industrial Relations.
30. It is the policy of the Allen County Engineer that all contractors will provide safety training and comply with all OSHA, Federal and State requirements while their employees are engaged in work as subcontractors for the County Engineer. An affidavit of proof of written

safety program and hazardous communication will be required, before contract is awarded.

31. The State of Ohio, Department of Highways, Construction and Material Specifications, dated **January 1, 2013**, including the changes and supplemental information provided in the General and Special Conditions of the Contract Documents, shall govern this improvement.

SPECIAL CONDITIONS

1. If at any time, before the commencement or during the progress of the work, tools and equipment appear to the Engineer to be insufficient or inappropriate to secure the quality of the work and safety required at the proper rate of progress, the Engineer may order the Contractor to increase their efficiency to augment their number, or to substitute new tools or equipment as the case may be, and the Contractor must conform to such order.
2. Trees, plants and shrubbery along the roadway shall be carefully protected during the progress of the work.
3. The Contractor shall not proceed with construction work or move any materials or equipment on property where the right-of-way has not been purchased.
4. All of the work included in this Contract shall meet with the approval of the Allen County Engineer and the Allen County Board of Commissioners.
5. The Contractor shall perform, with his own organization, work amounting to not less than fifty (50%) percent of the remainder obtained by subtracting from the total original contract value the sum of any items designated as "Specialty Items".
6. The Contractor shall furnish surveying work, if necessary to perform the job such as line and grade stakes. Contractor shall provide **stakes at 500 feet intervals (if required by inspector)** for gauging the application rate of asphalt.
7. **Asphalt paving machines** used on this project shall be equipped with an **Automatic Grade and Slope Control** with a 40' Grade Reference (Floating Beam) and equipped with an approved and calibrated slope indicator mounted on the rear strike-off screen. **Paver must be inspected** by the Engineer's Inspector 24 hours before paving begins. For **full width paving**, paver shall have floating beams on front and rear of paver for grade control. All pavers must have **3 operators present at all times.**
8. The Contractor shall file with the Engineer's inspector a printout of all bituminous material, used in the project. The contractor shall also file a notarized statement with the Engineer stating he will guarantee the improvement will retain its final dimension for a period of **one (1) year** after final payment is made. The statement shall state he will also make any necessary corrections during this period to the improvement to keep the project at its final dimension, at no cost to the County. These requirements must be met before final payment will be made.
9. Any vehicle used to haul materials to this project shall not exceed the legal maximum gross load on roads or bridges and shall have painted in an obvious location on its side its legal maximum gross loaded weight in pounds. The Contractor shall obtain a list of bridges with posted weight limits from the County Engineer before beginning work. The County Engineer's inspector may prohibit certain county or township roads from being used as haul roads for this project.
10. The County Engineer shall provide an inspector to be on the job site during most of the time the work is being done. The Contractor shall notify the inspector 48 hours before beginning the project. Random samples will be collected by the inspector as spelled out in the **Construction and Materials Specification Manual**. All materials are to conform to the Ohio Department of Transportation, Division of Highway's latest pertinent specifications found in the **Construction and Materials Specification Manual**.

11. All backup lights and alarms on equipment will be checked by the County Engineer's agent. Those backup lights and alarms that are not in working order shall be repaired immediately (same day) or the equipment shall be removed from the project.
12. An **asphalt sealing band** shall be placed at all intersections, feathers, transitions and asphalt driveways.

MODIFIED SPECIFICATIONS

The standard specifications found in the **Ohio Department of Transportation Construction and Materials Specification Manual, dated January 1, 2013**, including changes and Supplemental Specifications shall govern this project **except as herein modified**.

ITEM 448 - ASPHALT CONCRETE PAVING PREPARATION

Contractor shall provide surveying stakes at 500 feet intervals for gauging the application rate of asphalt.

The Contractor shall place risers (provided by the County Engineer) on all monument boxes encountered before resurfacing, and shall pave over risers (placed by appropriate agencies) on all manholes encountered within the pavement. Contractor shall make sure risers and manholes are marked. Finished pavement shall be 1/4" above all risers.

Care should be taken in curbed areas, if any, to insure curbing is not damaged or splattered with material and to insure that a minimum amount of material is permitted to enter sewers. Damage resulting to excess material will be repaired at the Contractor's expense. **On curb & gutter streets, all grass growing between the pavement and the curb & gutter area shall be removed.**

The Contractor shall file with the Engineer's inspector a printout of all bituminous material, used in the project. The contractor shall also file a notarized statement with the Engineer stating he **will guarantee the improvement will retain its final dimension for a period of one (1) year after final payment is made.** The statement shall state he will also make any necessary corrections during this period to the improvement to keep the project at its final dimension, at no cost to the County. These requirements must be met before final payment will be made.

ITEM 448 – ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2 (Polymer Modified):

This item shall include the general requirements as specified under ITEM 448 - ASPHALT CONCRETE, in the **Ohio Department of Transportation Construction and Materials Specification Manual, dated January 1, 2013**. Asphalt binder shall be PG64-22.

ITEM 448 - ASPHALT CONCRETE SURFACE COURSE, TYPE 1H (POLYMER MODIFIED):

This item shall include the general requirements as specified under ITEM 448 - ASPHALT CONCRETE, in the **Ohio Department of Transportation Construction and Materials Specification Manual, dated January 1, 2013**, except as herein modified. Type 1H asphalt concrete mix shall be modified with a polymer in accordance with ODOT Specification Item 448, Performance Grade (PG) Binder Specifications. The mix shall be designed for Heavy traffic volumes. The requirements of the specified asphalt mix (448) shall apply. Mix design, quality control, construction and acceptance of 1H asphalt concrete mix shall be according to ODOT specification 441, except as modified herein. When Type 1H asphalt concrete mix is placed, the surface of the existing pavement shall be a minimum of 50 F degrees and minimum air temperature shall be 50 F degrees. No type 1H mix shall be placed after November 1, regardless of daytime pavement or air temperature. The mix temperature prior to rolling shall not be less than 290 F degrees. Screeds shall be preheated. Pneumatic tire rollers are not recommended for polymer asphalt concrete because of excessive pick up. The breakdown roller shall operate immediately behind the paver and be rolling anytime the paver is laying asphalt; followed by at least one tandem roller for

smoothing and sealing. If the placement of asphalt **exceeds more than 100 ton per hour**, the inspector **shall require an additional tandem roller** be used for smoothing and sealing. Roller marks shall be rolled out. Traffic shall not be permitted on the asphalt until it has cured sufficiently that no marking will appear.

Polymer Compatibility and Performance: Should excess fat spots, regular random areas of flushing or excess drain down occur on the project and not be attributable to over rolling, plant operation or mix quality compared to the JMF, the polymer will be considered incompatible with the PG binder or improperly handled. Any on-hand PG binder will be rejected because of incompatibility. Correction of problem areas will be at the County's discretion depending on the problem severity, but if an unsafe condition exists, the area in question will be removed and replaced at Contractor expense. The Contractor or binder supplier will demonstrate to the County through reporting actual testing analysis the compatibility of another polymer binder and that proper equipment is in place before any work is allowed to resume.

This item includes all labor, equipment, and material necessary to install a (as specified) thickness specified of 448 Asphalt Concrete. 448 Asphalt Concrete shall have a minimum bitumen content of **6.2%** based upon testing performed by reflux titration method. Recycled material may **not** be used in the mix. All batch slips from the plant shall show the percent bitumen content contained in each load. Any defective 448 material hauled to the job site will not be permitted to be laid. Asphalt binder shall be PG 70-22M

When 448 Asphalt Concrete is laid on existing pavement, the pavement shall be swept by a power broom and tacked before starting. When laying on existing pavement, the pavement temperature shall be at least 50° F before asphalt may be laid. If atmospheric temperature is below 50° F, or if the haul distance from the asphalt plant is more than 20 miles, the inspector will require tarps to be used on trucks. Asphalt temperature at paver shall be a **minimum of 280° F**. **In case of rain** during laying operations, only those loaded trucks in route immediately after rain has started will be permitted to unload. Laying operations shall cease until pavement dries.

Asphalt paving machines used on this project shall be equipped with an **Automatic Grade and Slope Control** with a 40' Grade Reference (Floating Beam) and equipped with an approved and calibrated slope indicator mounted on the rear strike-off screen. Pavers must be inspected by the Engineer's Inspector 24 hours before paving begins. For full width paving, pavers shall have floating beams on front and rear of pavers for grade control. All pavers must have 3 operators present at all times.

Screed vibrator shall be used on paver at all times. The Engineer must inspect slope indicator before paving begins. The use and control of this equipment shall be as determined by the Engineer. Longitudinal joints between courses on half-width paving shall be staggered.

All tonnage in excess of contract amount shall be at the Contractor's expense unless otherwise approved by the Engineer. The Engineer or his inspector may order the Contractor to add or delete tonnage on a particular section of roadway being paved due to the existing profile. Additional tonnage ordered by the Engineer or inspector will be paid under the estimate item for 448. All ITEM 448 invoices shall be properly marked, dated, job titled, road numbered or identified, and filed with the Engineer. This item shall be estimate and paid for on a tonnage-applied basis (2 tons per cubic yard) with a pay factor as detailed in the **TESTING OF MATERIALS** section that follows. After completion of this item, an **asphalt-sealing band** shall be placed at all intersections, feathers, transitions and asphalt driveways.

ITEM – 448 ASPHALT CONCRETE INTERMEDIATE COURSE, TYPE 2 (Driveways):

The asphalt binder for this item shall be PG64-22, but without the polymer modifier.

ASPHALT CONCRETE - TESTING OF MATERIALS:

The Engineer's inspector shall take samples of asphalt from the mat behind the paver every **300-ton** batch to be forwarded to a laboratory for analysis. The samples shall be tested for aggregate gradation (ODOT Spec. 441 except 100% passing the 1" sieve and 95% of stone passing a 3/4" (#7 stone) sieve) and for bitumen content utilizing the reflux titration method. Payments shall be based upon a tonnage of 448 asphalt concrete applied basis with the following chart used by the County in determining pay factors for bitumen content (minimum of 6.0 % of total mix).

DEVIATION OF THE MEAN FOR BITUMEN CONTENT				
<u>TONNAGE PAY FACTOR:</u>	<u>1 TEST:</u>	<u>2 TESTS:</u>	<u>3 TESTS:</u>	<u>4 TESTS:</u>
1.00	-0.80	-0.57	-0.46	-0.40
0.99	-0.81 to -0.90	-0.58 to -0.64	-0.47 to -0.52	-0.41 to -0.45
0.94	-0.91 to -1.00	-0.65 to -0.71	-0.53 to -0.58	-0.46 to -0.50
0.85	-1.01 to -1.10	-0.72 to -0.78	-0.59 to -0.64	-0.51 to -0.55
0.70	-1.11 to -1.20	-0.79 to -0.85	-0.65 to -0.69	-0.56 to -0.60

The Engineer's inspector will be taking one sample out of each **300-ton** batch applied throughout the project or until the job mix formula is kept at 6.0 % bitumen content and payment shall be made on the 4 test or 2000-ton lot. Payments will be made on the entire 2000 tons based upon the corresponding average of the four test results. When the mean of the lot acceptance tests for bitumen content deviates more than that for 0.70 pay factor, the procedures found in O. D. O. T. Spec. 448.08 shall be used.

TESTING OF AGGREGATE FOR ALL ASPHALT CONCRETE MIXES:

Aggregate to be used in asphalt concrete shall be stockpiled in piles of 5,000 ton (minimum) to 10,000 ton (maximum) in accordance with the **Ohio Department of Transportation Construction and Materials Specification Manual**, section 703.01, for testing by the county at least **ten working days** before being used in making the asphalt concrete. Aggregate shall be tested for soundness, percentage of wear and percent of deleterious material and shall meet the requirements of section 703.05 of the **Ohio Department of Transportation Construction and Materials Specification Manual** except the percent of allowable deleterious material shall be **no more than 2.0 %**. No blending of aggregate stockpiles will be allowed to achieve a 2.0% deleterious material percentage. Allen County shall take two samples of aggregate from each stockpile. After testing both samples, if neither sample meets specifications, the stockpile will not be approved for use in the asphalt concrete for this project. The contractor may have further testing done by independent testing lab, paid by the contractor.

ITEM 407 - TACK COAT:

This item includes labor, equipment, and material necessary to tack the improvement. An application of Emulsified RS-2 liquid asphalt shall be made at the rate (as specified on plans) gallons per square yard maximum on a dry and clean existing pavement. Existing pavement conditions shall govern the rate of asphalt required to acquire a good tack. Only one half of the pavement is to be tacked at any time (except

on full-width paving) before laying asphalt concrete so that traffic may be maintained. No cover aggregate is to be used on the tack for this project. Dirt, clods, leaves and other debris shall be removed from the existing pavement before tack is applied. Tack coat shall not be applied unless atmospheric temperature is 50°F and rising. Application temperature shall be within the range indicated in the **Ohio Department of Transportation Construction and Materials Specification Manual**. A sufficient time shall be maintained to allow for curing the Asphalt Concrete before traffic is allowed on the tacked area. All tacked areas must be covered. All weight and gallonage invoices shall be properly marked, dated, job titled, road numbered and filed with the Engineer. Payment for this item shall be on a gallons applied basis. Gallonage in excess of contract amount shall be paid for at unit price estimate for this item provided excess amount is approved by the Engineer.

RECYCLED MATERIAL:

The Contractor may use the following percentages of reclaimed asphalt concrete pavement. If used, include the reclaimed material in the mix design process according to 441.03.

Item 448 Asphalt Concrete Surface Course **shall not** contain recycled material

Item 448 Asphalt Concrete Intermediate Course **may** contain **10%** recycled material

Item 301 Bituminous Aggregate Base **may** contain **25%** recycled material

PAVEMENT PLANING, BITUMINOUS (FOR BUTT JOINTS):

Pavement joints at either end of project and at all crossroads shall be planed up to 1-1/2" to create a butt joint for the resurfacing course. The planing to create pavement butt joints shall be covered in the price estimate for Item 448, Asphalt Concrete Surface Course.

ITEM 204 – SUBGRADE COMPACTION:

Before aggregate base is placed, compacted subgrade soil under roadway will be “proof rolled” by the contractor for compaction, using a tandem dump truck loaded with a legal load of stone. Payment for proof rolling shall be covered under estimate Item 204, Proof Rolling. All soft spots found during proof roll of subgrade shall be corrected by the contractor as per ODOT CMS Section 204. After a concerted effort has been made by the contractor to remove and replace all unsuitable soil and/or stabilize the subgrade, if soft spots still remain, further excavation may be necessary. Unless there are unusual circumstances, the Contractor shall make a valid attempt to obtain sufficient moisture control (drying the subgrade), and if proof rolling still indicates soft spots, further work may be ordered. The Engineer may order the use of Geotextile Fabric as Specified in this Bid Document and/or Granular Embankment. Payment for the Geotextile Fabric as Specified in this Bid Document and Granular Embankment placed will be according to the unit price bid for those items under engineering quantities on the bid form. Payment for Excavation will be paid for under Item 204 Excavation of Subgrade. #304 Aggregate Base or Granular Embankment will be placed in the soft spots as directed by the Engineer. When the contractor has placed and compacted the 304 Aggregate Base to Plan elevation, it will be “proof rolled” by the contractor’s dump truck (covered under Item 204, Proof Rolling) out to the edges of the back of curb, before curb and gutters are placed and before paving begins. Any soft spots found during proof roll of aggregate base shall be dug out and repaired. Disagreements regarding compaction of subgrade soil or aggregate base shall be resolved by having an independent soil testing company perform compaction tests (at contractor’s expense) on various areas of the subgrade or aggregate base. Subgrade soil compaction tests shall meet ODOT Item 204 specifications. If 304 aggregate instead of granular embankment is ordered, it shall be paid for according to the unit price for Item 304 Aggregate Base.

TECHNIQUES FOR STRENGTHENING THE SUBGRADE:

When the contractor has made every effort to properly correct a poor subgrade, and it is found to be still insufficient in strength by the Engineer (by proof roll or other evidence), either Geotextile Fabric as Specified in this Bid Document and/or Aggregate will be used. The first option is to use Geotextile Fabric, such as Tensar TX 140 or 160 Geogrid, depending on the overlying aggregate. The second option is to undercut and use extra thickness of aggregate, either 304 aggregate or 1's & 2's as Granular Embankment. The choice of aggregate will be made by the Engineer depending on the depth of available drainage. Proof Rolling will be done by using a loaded dump truck weighing 30 tons as directed by the Engineer. One of the following three methods will be used, as ordered by the Engineer.

Method 1

If the Subgrade strength is considered marginal by the engineer, the subgrade will be undercut 3" and the 304 Aggregate base will be increased to 15" thick and TENSAR TX 140 Geogrid (or equivalent) will be used. The contractor will be paid for the extra 304 aggregate as an increase in quantity of Item 304 Aggregate Base. The TENSAR TX 140 Geogrid (or equivalent) will be paid for as Item 204 Geotextile Fabric. Excavation will be paid for under Item 204 Excavation of Subgrade.

Method 2

If there is a major deficiency in the subgrade strength, as determined by the Engineer, the subgrade will be undercut 12" and 12" of Granular Embankment or 304 Aggregate will be used, depending on the available drainage. The Granular Embankment will be paid for as Item 204 Granular Embankment. 304 Aggregate will be paid for as Item 304 Aggregate Base. Excavation will be paid for under Item 204 Excavation of Subgrade.

Method 3

If the subgrade deficiency is severe, and the first 12" of undercut does not expose suitable subgrade, additional undercut may be ordered by the Engineer. The Engineer will order Granular Embankment either with or without TENSAR TX 140 or TX 160 Geogrid (or equivalent), or 304 Aggregate as the conditions dictate. The Geogrid (or equivalent) will be paid for as Item 204 Geotextile Fabric. The Granular Embankment will be paid for as Item 204 Granular Embankment. 304 Aggregate will be paid for as Item 304 Aggregate Base. Excavation will be paid for under Item 204 Excavation of Subgrade.

STATE OF OHIO
EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS &
BID CONDITIONS FOR OPWC-ASSISTED CONSTRUCTION PROJECTS

The attached materials are provided for use by local subdivisions in receipt of financial assistance from the Ohio Public Works Commission for the development or redevelopment of capital infrastructure improvements. The materials relate to the State of Ohio's equal employment opportunity requirements for contractors when they participate in State-assisted construction projects.

These materials must be inserted into the contracting subdivision's bidding documents for such State-assisted projects, and must be regarded as an integral component of the bidder's response. The bidder must, as a part of its bid response: elect one of the two Bidder's Affirmative Action Requirements, adopt the Bidder's EEO Covenants, and complete the Bidder's Certification. Failure to complete the required sections may cause the bidder's proposal to be rejected as being non-responsive to the State's Equal Employment Opportunity Requirements and in non-compliance with the State Equal Employment Opportunity Bid Conditions. In addition, the bidder must submit a copy of a valid Certificate of Compliance for Equal Employment Opportunity purposes prior to the execution of a contract.

Should there be any questions regarding the use or meaning of any portion of these materials, the best answers can be received from the Equal Opportunity Division at 30 East Broad Street, 18th Floor, Columbus, Ohio 43266-0408, Phone (614) 466-8380.

**STATE OF OHIO EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS
AND BID CONDITIONS FOR
OPWC-ASSISTED CONSTRUCTION PROJECTS**

NOTICE TO CONTRACTORS:

The provisions of the Ohio Administrative Code (OAC) 123:2-3-02 through 124:2-9 regarding Equal Employment Opportunity on State Construction Contracts and State-assisted Construction Contracts, and OAC 123:2-3-02 through 123:2-9 regarding Equal Employment Opportunity and Female Utilization Goals are applicable to this project, and each contractor will be required to comply in all aspects of these provisions.

CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES:

All prime contract bidders on the project must submit prior to the execution of a contract a copy of a valid Certificate of Compliance for Equal Employment Opportunity purposes as issued by the State Equal Employment Opportunity Coordinator. The Certificate of Compliance must be electronically submitted through the following website: <http://das.ohio.gov/EDD/CCertofCompliance.htm>

>>> Does this bidder have a valid Certificate of Compliance? ____Yes ____No

>>> If "No" to the above, will this bidder be able to obtain a valid Certificate of Compliance prior to the execution of a contract? ____Yes ____No

Bidder must provide a "Yes" answer to one or the other of the above questions.

BIDDER'S AFFIRMATIVE ACTION REQUIREMENTS:

Each prime contract bidder must submit an Affirmative Action Program regarding equal employment opportunity to and receive approval from the State Equal Employment Opportunity Coordinator prior to the bid opening, **OR** the prime contract bidder must evidence within its bid the adoption of the Minority Manpower Utilization Goals and Timetables set forth in "Appendix A" and the Specific Affirmative Action Steps set forth in "Appendix B" of the State Equal Employment Opportunity Bid Conditions.

>>> The prime contract bidder has prepared and submitted an Affirmative Action Program to the State Equal Employment Opportunity Coordinator and that program has been approved by the State Equal Employment Opportunity Coordinator prior to the bid opening ? ____Yes ____No

OR

>>> With this bid response, the prime contract bidder hereby adopts the Minority Manpower Utilization Goals and Timetables set forth in Appendix "A" and the Specific Affirmative Action Steps set forth in Appendix "B" of the State Equal Employment Opportunity Bid Conditions ? ____Yes ____No

Bidder must provide a "Yes" answer to one or the other of the above affirmative action alternatives.

BIDDER'S EEO COVENANTS:

Throughout its performance of any contract awarded to it on this State-assisted project, the prime contract bidder agrees to the following covenants:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry or sex. 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, national origin, ancestry or sex. Such action shall include, but is not 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.

- (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the prime contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry or sex.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State Administering Agency advising the said labor union or workers' representatives of the contractor's commitments under this covenant and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of the Ohio Department of Administrative Services, Equal Opportunity Division and with the implementing rules, regulations and applicable orders of the State Equal Employment Opportunity Coordinator.
- (5) The contractor agrees to fully cooperate with the State Administering Agency, the State Equal Employment Opportunity Coordinator and with any other official or agency, or the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under its contract and the contractor shall comply promptly with all requests and directions from the State Administering Agency, the State Equal Employment Opportunity Coordinator and any of the State of Ohio officials and agencies in this regard, both before and during construction.
- (6) Full cooperation as expressed in clause (5), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceeding involving questions of unlawful employment practices, furnishing all information and monthly utilization work hour reports required by the OAC 123: 2-9-01 and by the rules, regulations and orders of the State Equal Employment Opportunity Coordinator pursuant thereto, and permitting access to its books, records, and accounts by the State Administering Agency and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with such rules, regulations and orders. Specifically, contractors will submit workforce utilization reports to the State Equal Opportunity Coordinator by the 10th of each month. The monthly reports must be electronically submitted through the following website: <http://das.ohio.gov/EOD/CCInputForm29.htm>

- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of its contract or with any of the said rules, regulations, or orders, its contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further State Contracts or State-assisted Construction Contracts in accordance with procedures authorized in OAC 123:2-3 through 2-9 and such other sanctions may be instituted and remedies invoked, as provided in OAC 123:2-3 through 2-9 or by regulation, or order of the State Equal Employment Opportunity Coordinator, or as otherwise provided by law.

In the event that its contract is terminated for a material breach of OAC 123:2-3 through 2-9 the contractor shall become liable for any and all damages which shall accrue to the State Administering Agency and Applicant and the State of Ohio as a result of said breach.

- (8) The contractor will require the inclusion of language reflecting these same eight covenants within every subcontract or purchase order it executes in the performance of its contract unless exempted by rules, regulations or orders of the State Equal Employment Opportunity Coordinator issued pursuant to O.A.C. 123:2-3-02 so that these provisions will be binding upon each subcontractor or vendor. The contractor will take such actions as the Administering Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in any litigation with a subcontractor, vendor or other party as a result of such direction by the State Administering Agency, the contractor may be requested to protect the interests of the State.

>>> The prime contract bidder hereby adopts the foregoing covenants ? ___Yes ___No

BIDDER'S CERTIFICATION:

The undersigned, being a duly authorized officer of the prime contract bidder, does hereby certify to and agree with the foregoing statements and covenants regarding its subscription to the State's Equal Employment Opportunity Requirements for State-assisted Construction Contracts.

_____/_____/_____
Signature of Authorized Officer Date

Title

>>> PLEASE NOTE: Only a bidder possessing a valid certificate will be awarded a contract pursuant to Chapter 153 of the Revised Code by an owner referred to in section 153.01 of the Revised Code. Application shall be made at least ten working days prior to the date that the bidder expects to receive the certificate. The bidder's failure to elect one of the two Bidder's Affirmative Action Requirements, adopt the Bidder's EEO Covenants, and complete the foregoing certification may cause the bidder's proposal to be rejected as being non-responsive to the State's Equal Employment Opportunity Requirements and in non-compliance with the State Equal Employment Opportunity Bid Conditions. In addition, the bidder must, prior to the execution of a contract, submit to the local subdivision a valid Certificate of Compliance for Equal Employment Opportunity purposes.

"APPENDIX A" OF THE STATE EEO BID CONDITIONS

MINORITY MANPOWER UTILIZATION GOALS AND TIMETABLES

The following minority goals listed are expressed in terms of percentages of work hours for each trade to be used by the contractor in a designated area. Designated areas are defined as Ohio's Standard Metropolitan Statistical Areas (SMSA). They are: Akron, Cincinnati, Cleveland, Columbus, Dayton, Toledo and Youngstown-Warren. In cases where the project is not located in a designated area, the contractor may adopt minority utilization goals of the near/nearest designated area.

AKRON

Trade

Asbestos Workers	10.0%
Boilermakers	10.0%
Bricklayers	10.0%
Electricians	10.0%
Elevator Constructors	10.0%
Glaziers	10.0%
Ironworkers	10.0%
Operating Engineers	10.0%
Painters	10.0%
Plasterers	10.0%
Plumbers	10.0%
Roofers	10.0%
Sheet Metal Workers	10.0%
Plasterers	10.0%
Sheet Metal Workers	10.0%

CINCINNATI

Trade

Asbestos Workers	9.0%
Boilermakers	9.0%
Carpenters	10.0%
Elevator Constructors	11.0%
Floor Layers	10.0%
Glaziers	10.0%
Lathers	10.0%
Marble, Tile & Terrazzo	
Workers & Helpers	8.0%
Millwrights	10.0%
Operating Engineers	11.0%
Painters	11.0%
Pipefitters	11.0%
Roofers	10.0%
Sheet Metal Workers	11.0%
Other Trades	11.0%

COLUMBUS

Trade

Asbestos Workers	10.0%
Boilermakers	10.0%
Bricklayers	10.0%
Carpenter	10.0%
Cement Mason	10.0%
Elevator Constructors	10.0%
Glaziers	10.0%
Ironworkers	10.0%
Lathers	10.0%
Operating Engineers	10.0%
Painters	10.0%
Plasterers	10.0%
Plumbers&Pipefitters	10.0%
Plumbers	11.0%
Other Trades	10.0%

CLEVELAND

Trade

Asbestos Workers	17.0%
Boilermakers	10.0%
Carpenters	16.0%
Electricians	20.0%
Elevator Constructors	16.0%
Glaziers	17.0%
Ironworkers	13.0%
Operating Engineers	17.0%
Painters	17.0%
Pipefitters	17.0%
Plasterers	20.0%
Plumbers	17.0%
Roofers	17.0%
Other Trades	17.0%

DAYTON

Trade

Asbestos Workers	11.0%
Boilermakers	11.0%
Carpenters	11.0%
Electricians	11.0%
Elevator Constructors	11.0%
Ironworkers	11.0%
Lathers	11.0%
Millwrights	11.0%
Operating Engineers	11.0%
Painters	11.0%
Plumbers	11.0%
Sheet Metal Workers	11.0%
Other Trades	11.0%

YOUNGSTOWN - WARREN

Trade

Asbestos Workers	9.0%
Bricklayers	9.0%
Carpenters	9.0%
Electrical Workers	9.0%
Elevator Constructors	9.0%
Floor Mechanics	9.0%
Glaziers	9.0%
Ironworkers	9.0%
Lathers	9.0%
Operating Engineers	9.0%
Painters & Pipefitters	
& Steamfitters	9.0%
Sheet Metal Workers	9.0%
Teamsters & Chauffeurs	
Workers	9.0%

TOLEDO

Trade

Asbestos Workers	9.0%
Boilermakers	9.0%
Carpenters	9.0%
Electricians	9.0%
Elevator Constructors	9.0%
Glaziers	9.0%
Ironworkers	9.0%

Lathers	9.0%
Operating Engineers	9.0%
Painters	9.0%
Plumbers	9.0%
Sheet Metal Workers	9.0%
Other Trades	9.0%

"APPENDIX B" OF THE STATE EEO BID CONDITIONS

SPECIFIC AFFIRMATIVE ACTION STEPS

The following Affirmative Action steps are directed at increasing minority utilization:

- (1) The contractor should maintain a file of the names and addresses of each minority and female referred to it by any individual or organization and what action was taken with respect to each such referred individual, and if the individual was not employed by the contractor, and the reasons therefore. If such individual was sent to the union hiring hall for referral and not referred back by the union or if referred back by the union or if referred, not employed by the contractor, the file should document this and the reason therefore.

To Demonstrate Compliance: Maintain a file of the names, addresses, telephone numbers, and craft of each minority and female applicant showing (a) the date of contact and whether the person was hired; if not, the reason, (b) if the person was sent to a union for referral, and the results (c) follow-up contacts when the contractor was hiring.

- (2) The contractor should promptly notify the State Contracting Agency when the Union or Unions with which the contractor has collective bargaining agreements does not refer to the contractor a minority or female worker referred (to the union) by the contractor, or when the contractor has information that the union referral process has impeded efforts to meet its goals.

To Demonstrate Compliance: Have a copy of letters sent, or do not claim the union is impeding the contractors' efforts to comply.

- (3) The contractor should disseminate its Equal Employment Opportunity policy within its organization by including it in any company newsletters and annual reports; by advertising at reasonable intervals in union publications; by posting of the policy; by specific review of the policy with minority and female employees; and by conducting staff meetings to explain and discuss the policy.

To Demonstrate Compliance: Have a written EEO policy which includes the name and how to contact the contractor's EEO Officer and (a) include the policy in any company policy manuals, (b) post a copy of the Policy on all company bulletin boards (in the office and on all job sites), (c) records, such as reports or diaries, etc., that each minority and female employee is aware of the Policy and that it has been discussed with them, (d) that the policy has been discussed regularly at staff meetings and (3) copies of newsletters and annual reports which include the Policy.

- (4) The contractor should continually monitor all personnel activities to ensure that its EEO policy is being carried out, including the evaluation of minority and female employees for promotional opportunities on a quarterly basis and the encouragement of such employees to seek those opportunities.

To Demonstrate Compliance: Have records that the company EEO Officer reviews all: (a) monthly workforce reports, (b) hiring and terminations, (c) training provided on-the-job, (d) minority and female employees quarterly for promotion and encourages them to prepare for and seek promotion. The records should be the EEO Officer's job description, reports, memos, personnel files, etc., documenting the activities for possible discriminatory patterns.

- (5) The contractor should disseminate its EEO policy externally by informing and discussing it with all recruiting sources; by advertising it in news media, specifically including minority and female news media; and by notifying and discussing it with all subcontractors.

To Demonstrate Compliance: Have copies of (a) letters sent, at least six months or at the start of each new major contract, to all recruiting sources (including labor unions) requiring compliance with the Policy, (b) advertising, which has the EEO "tagline" on the bottom, and (c) purchase order and subcontract agreement forms will include or make reference to the State EEO Covenant, Appendix A or B of the Ohio Administrative Code 123:2-3-02.

- (6) The contractor should make specific and reasonably recurrent oral and written recruitment efforts directed at minority and women's organizations, and training organizations with the contractor's recruitment area.

To Demonstrate Compliance: Have a record either in a follow-up file for each organization or on the reverse of the notification letter sent under Item 1, above, of the dates, individuals contacted and the results of the contract from telephone calls or personal meetings with the individuals or groups notified under Item 1.

- (7) The contractor, where reasonable, should develop on-the-job training opportunities and participate and assist in all Department of Labor funded and/or approved training programs (including Apprenticeship) Programs relevant to the contractor's employee needs consistent with its obligations in the Bid Conditions.

To Demonstrate Compliance: Have records of contributions in cash, equipment supplied and/or contractor personnel provided as instructors for Bureau of Apprenticeship and Training approved or Department of Labor funded training programs and records of the hiring and training of minorities and females referred to Company by such programs.

- (8) The contractor should solicit bids for subcontracts (and joint ventures) from available minority and female subcontractors engaged in the trades covered by the Bid Conditions, including circulation of minority and female contractors associations.

To Demonstrate Compliance: Have copies of letters or other direct solicitation of bids for subcontracts/joint ventures from minority/female contractors with a record of the specific response and any follow-up the contractor has done to obtain a price quotation or to assist a minority/female contractor in preparing or reducing a price quotation; have a list of all minority/female subcontracts awarded or joint ventures participated in with dollar amounts, etc.

EXPLANATION OF AN ACCEPTABLE AFFIRMATIVE ACTION PROGRAM:

An Affirmative Action Program is a set of specific and result-oriented procedures to which a Contractor shall apply every good faith effort. The objective of those procedures and efforts is to assure equal employment opportunity. An acceptable Affirmative Action Program will include an analysis of all trades employed by the Contractor within the last year with an explanation of whether Minorities are currently being under-utilized in any one or more trades. A necessary prerequisite to the development of a satisfactory Affirmative Action Program is the identification and analysis of problem areas inherent in Minority employment and an evaluation of opportunities for utilization of Minority group personnel.

Part I - Basic Contents of an Affirmative Action Program:

1. Development or reaffirmation of the contractor's EEO policy in all personnel actions.
2. Formal internal and external dissemination of contractor's EEO policy.
3. Establishment of responsibilities for implementation of the contractor's affirmative action program.

4. Identification of problem areas (deficiencies) by organizational units and job classification.
5. Establishment of goals and objectives by organizational units and job classification, including timetables for completion.
6. Development and execution of action oriented programs designed to eliminate problems and further designed to attain established goals and objectives.
7. Design and implementation of internal audit and reporting systems to measure effectiveness of the total programs.
8. Compliance of personnel policies and practices with Federal sex discrimination guidelines (41 CFR Part 60-20).
9. Active support of local and national community action programs and community service programs, designed to improve the employment opportunities of minorities.
10. Consideration of ethnic minorities and women not currently in the work force having requisite skills who can be recruited through affirmative action measures.
11. Summary data on applicant flow, hires, terminations and promotions, and training for the last twelve months or the last one hundred applicants, hires, etc., whichever is less.

Part II - Analysis of Individual Trades

1. The minority population of the labor area surrounding (contractor's) projects.
2. The size of the minority unemployment force in the labor area surrounding (the contractor's) projects.
3. The percentage of minority work force as compared with the total work force in the immediate labor area.
4. The general availability of minorities having requisite skills in the immediate labor area.
5. The availability of minorities having requisite skills in the area in which the contractor can reasonably recruit.
6. The availability of promotable minority employees within the contractor's organization.
7. The anticipated expansion, contraction, and turnover of an in the work force.
8. The existence of training institutions capable of training minorities in the requisite skills.
9. The degree of training which the contractor is reasonably able to undertake as a means of making all job classes available to minorities.

Goals, timetables and affirmative action commitments must be designed to correct any identifiable deficiencies. Where deficiencies exist and where numbers or percentages are relevant in developing corrective action, the contractor shall establish and set forth specific goals and timetables. Such goals and timetables, with supporting data and the analysis thereof shall be a part of the contractor's written affirmative action program. Where the contractor has not established a goal, its written affirmative action program must specifically analyze each of the factors listed above, and must detail its reason for a lack of a goal. The goals and

timetables should be attainable in terms of the contractor's analysis of its deficiencies and its entire action. Thus, in establishing its goals and timetables, the contractor should consider the results which could be reasonably expected from its good faith efforts to make its overall affirmative action program work. If the contractor does not meet its goals and timetables, the contractor's good faith efforts shall be judged as to whether the contractor is following its program and attempting to make the program work toward the attainment of its goals.

Support data for the above analysis and program shall be compiled and maintained as part of the contractor's affirmative action program. This data should include applicant flow data and applicant rejection ratios indicating minority status.

Compliance Status: No State Contractor's compliance status shall be judged alone by whether or not he reaches his goals and meets his timetables. Rather each Contractor's compliance posture shall be reviewed and determined by reviewing the contents of his program, the extent of his adherence to his program and his good faith efforts to make his program work toward the realization of the program's goals within the timetables set for completion.

"APPENDIX C" OF THE STATE EEO BID CONDITIONS **FEMALE UTILIZATION GOALS**

OAC 123:2-3-05 Required utilization analysis and goals

(A) Each state-involved contractor shall include in his/her affirmative action program the information and analysis required pursuant to part IV 401-C of appendix A of rule 123:2-1-01 of the Administrative Code, in addition to female utilization requirements pursuant to the governor's "Executive Order 84-9" and this rule.

(B) As required by the governor's "Executive Order 84-9", the utilization of women shall be, at a minimum, that currently in use by the federal government as of February 15, 1984. This requirement stated at C.F.R. part 60-4 is 6.9 percent utilization of women. This requirement shall remain at 6.9 percent unless further amended by the governor in a subsequent order. This requirement shall be met by a determination of work hours utilized in the same manner as minority utilization hours are calculated.

CONTRACTOR'S RESPONSIBILITIES FOR THIS PREVAILING WAGE PROJECT

1. Keep full and accurate payroll records available for inspection for up to one year following the completion of the project. Owners/partners must be shown on payrolls for any physical work they perform on the job.
 - A. Time records.
 - B. Payroll records including canceled checks.
 - C. Fringe benefit records including canceled checks.
2. Prevailing Wage Determination must be posted on the project site.
3. Supply Prevailing Wage Coordinator with dates of the life of the Contract and a listing of all subcontractors to include the name, address and telephone number of each.
4. Supply each employee with written notification of his assigned job classification, hourly prevailing wage rate and fringe payments, and the identity of the Prevailing Wage Coordinator for the project.
5. Supply all subcontractors with any changes in the Prevailing wage rates issued during the life of the project.
6. Out-of-State contractors must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.
7. Submit certified payrolls starting no later than two (2) weeks after the initial pay period. Ensure all payrolls include the following:
 - A. Employees full names, address and social security number.
 - B. Work Classification.
 1. Be specific when listing laborers and operators.
 2. Show level/year for all apprentices.
 - C. Hours worked on the project.
 1. As of May 1, 1984, overtime is to be paid at not less than time and one-half for all hours worked in excess of forty (40) hours per week.
 - D. Hourly rate of pay.
 1. Actual hourly rate paid employee for the time worked. Overtime hourly rate of not less than time and one-half the basic or regular rate paid is required under Chapter 4115. In addition to paying not less than the predetermined rate for the classification in which the employee works, the amounts predetermined as fringe benefits in the wage determination issued for the project, shall also be paid. (Sample calculation: \$12.82 [base rate] x 1.5 = \$19.23 + \$1.70 [fringe benefits] = \$20.93). Fringe payments must be entered in appropriate blocks on payroll forms when such fringes are paid to approved plans, funds, etc.
 - E. List all fringe benefits (if any) and amount per hour for each.
 1. Hourly amount is to be based on 2080 hours per year.
 - F. Total deductions.
 - G. Net pay for the pay period.
8. Send a copy of Apprenticeship Agreement for each apprentice to the Prevailing Wage Coordinator.
9. Send a final affidavit to the Prevailing Wage Coordinator.

Ronlad J. Meyer II, P.E., P.S.

(Project Prevailing Wage Coordinator)

1501 N. Sugar Street; Lima, Ohio 45801

(419) 996-7108

(Telephone)

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Details :

Name of Union: Carpenter NE District Industrial Dock & Door

Craft : Carpenter Effective Date : 03/05/2014 Last Posted : 03/05/2014

[illegible]

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Jurisdiction (* denotes special jurisdictional note):

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS,
AUGLAIZE, BELMONT, BROWN, BUTLER,
CARROLL, CHAMPAIGN, CLARK, CLERMONT,
CLINTON, COLUMBIANA, COSHOCTON,
CRAWFORD, CUYAHOGA, DARKE, DEFIANCE,
DELAWARE, ERIE, FAIRFIELD, FAYETTE,
FRANKLIN, FULTON, GALLIA, GAUGA, GREENE,
GUERNSEY, HAMILTON, HANCOCK, HARDIN,
HARRISON, HENRY, HIGHLAND, HOCKING,
HOLMES, HURON, JACKSON, JEFFERSON, KNOX,
LAKE, LAWRENCE, LICKING, LOGAN, LORAIN,
LUCAS, MADISON, MAHONING, MARION, MEDINA,
MEIGS, MERCER, MIAMI, MONROE,
MONTGOMERY, MORGAN, MORROW,
MUSKINGUM, NOBLE, OTTAWA, PAULDING,
PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE,
PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO,
SENECA, SHELBY, STARK, SUMMIT, TRUMBULL,

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PW Rate Skilled LCN01-2015fbljvylhwy Page

Name of Union: Cement Mason Local 132 HwyHwy District III (B)

Details :
10/27/10 New Contract jc

Change # : LCN01-2015fbHvyHwy

Craft : Cement Mason Effective Date : 05/07/2015 Last Posted : 05/07/2015

[illegible]

Special Calculation Note : Work performed in accordance with detail (A) please see Cement Mason
Hwy District 1 (A) wage sheet

Jurisdiction (* denotes special jurisdictional note):

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE,
BELMONT, CARROLL, CHAMPAIGN, CLARK,
CLINTON, COSHOCTON, CRAWFORD, DARKE,
DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN,
GALLIA, GREENE, GUERNSEY, HARDIN,
HARRISON, HOCKING, HOLMES, JACKSON,
JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN,
MADISON, MARION, MEIGS, MERCER, MIAMI,
MONROE, MONTGOMERY, MORGAN, MORROW,
MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE,
PREBLE, RICHLAND, ROSS, SCIOTO, SHELBY,
TUSCARAWAS, UNION, VAN WERT, VINTON,
WASHINGTON, WAYNE, WYANDOT

Special Jurisdictional Note :

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Prevailing Wage Rate Skilled Crafts

Change # : LCN01-2015fbHvyHwy

Craft : Cement Mason Effective Date : 05/07/2015 Last Posted : 05/07/2015

Special Calculation Note : Work performed in accordance with detail (B) please see Cement Mason Hwy/Hwy District 1 (B) wage sheet

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE,
BELMONT, CARROLL, CHAMPAIGN, CLARK,
CLINTON, COSHOCTON, CRAWFORD, DARKE,
DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN,
GALLIA, GREENE, GURNEY, HARDIN,
HARRISON, HOCKING, HOLMES, JACKSON,
JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN,
MADISON, MARION, MEIGS, MERCER, MIAMI,
MONROE, MONTGOMERY, MORGAN, MORROW,
MUSKINGUM, NOBLE, PERCY, PICKAWAY, PIKE,
PREBLE, RICHLAND, SCIOTO, SHELBY,
TUSCARAWAS, UNION, VAN WERT, VINTON,
WASHINGTON, WAYNE, WYANDOT

Special Jurisdictional Note :

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Prevailing Wage Rate Skilled Crafts

Change # : LCN01-2015fbHvyHwy

Craft : Bricklayer Effective Date : 06/03/2015 Last Posted : 06/03/2015

Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS,
AUGLAIZE, BELMONT, BROWN, BUTLER,
CARROLL, CHAMPAIGN, CLARK, CLERMONT,
CLINTON, COLUMBIA, COSHOCTON,
CRAWFORD, CUYAHOGA, DARKE, DEFIANCE,
DELAWARE, ERIE, FAIRFIELD, FAYETTE,
FRANKLIN, FULTON, GALLIA, GAUGUA, GREENE,
GUERNSEY, HAMILTON, HANCOCK, HARDIN,
HARRISON, HENRY, HIGHLAND, HOCKING,
HOLMES, HURON, JACKSON, JEFFERSON, KNOX,
LAKE, LAWRENCE, LICKING, LOGAN, LORAIN,

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LUCAS, MADISON, MAHONING, MARION, MEDINA,
MEIGS, MERCER, MIAMI, MONROE,
MONTGOMERY, MORGAN, MORROW,
MUSKINGUM, NOBLE, OTTAWA, PAULDING,
PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE,
PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO,
SENECA, SHELBY, STARK, SUMMIT, TRUMBULL,
TUSCARAWAS, UNION, VAN WERT, VINTON,
WARREN, WASHINGTON, WAYNE

Special Jurisdictional Note :

Details :

(A) Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site Heavy Construction, Airport Construction Or Railroad Construction Work.

Prevailing Wage Rate Skilled Crafts

Name of Union: Cement Mason Bricklayer Local 97 NevHwy A

Change # : LCN01-2015fbHvyHwy

Craft : Bricklayer Effective Date : 06/03/2015 Last Posted : 06/03/2015

[illegible]

Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.

Ratio :

3 Journeymen to 1 Apprentice
6 Journeymen to 2 Apprentice
9 Journeymen to 3 Apprentice
12 Journeymen to 4 Apprentice
15 Journeymen to 5 Apprentice

Jurisdiction (* denotes special jurisdictional note):

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS,
AUGLAIZE, BELMONT, BROWN, BUTLER,
CARROLL, CHAMPAIGN, CLARK, CLERMONT,
CLINTON, COLUMBIANA, COSHOCTON,
CRAWFORD, CUYAHOGA, DARKE, DEFIANCE,
DELAWARE, ERIE, FAIRFIELD, FAYETTE,
FRANKLIN, FULTON, GALLIA, GEauga, GREENE,
GUERNSEY, HAMILTON, HANCOCK, HARDIN,
HARRISON, HENRY, HIGHLAND, HOCKING,
HOLMES, HURON, JACKSON, JEFFERSON, KNOX,
LAKE, LAWRENCE, LICKING, LOGAN, LORAIN,
LUCAS, MADISON, MAHONING, MARION, MEDINA,

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MEIGS, MERCER, MIAMI, MONROE,
MONTGOMERY, MORGAN, MORROW,
MUSKUMING, NOBLE, OTTAWA, PAULDING,
PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE,
PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO,
SENECA, SHELBY, STARK, SUMMIT, TRUMBULL,
TUSCARAWAS, UNION, VAN WERT, VINTON,
WARREN, WASHINGTON, WAYNE

Special Jurisdictional Note :

Details :

(A) Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site Heavy Construction, Airport Construction Or Railroad Construction Work.

Prevailing Wage Rate Skilled Crafts

Name of Union: Bricklayer Local # 3-35 Tile Setters

Change # : LCN01-2015fbLoc35

Craft : Bricklayer Effective Date : 08/21/2015 Last Posted : 08/21/2015

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Prevailing Wage Rate Skilled Crafts

Name of Union: Plumber Pipefitter Local 776

Change #: LCN01-2015fLoc776

Craft : Plumber/Pipefitter Effective Date : 08/05/2015 Last Posted : 08/05/2015

Classification	BIIR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Plumber Pipefitter	\$33.99		\$9.61	\$6.81	\$0.82	\$0.00	\$4.00	\$0.14	\$0.00	\$0.00	\$55.37	\$72.36
Apprentice		Percent										
1st year	40.00	\$13.60	\$9.61	\$6.81	\$0.82	\$0.00	\$0.00	\$0.14	\$0.00	\$0.00	\$30.98	\$37.77
2nd year	50.00	\$17.00	\$9.61	\$6.81	\$0.82	\$0.00	\$2.00	\$0.14	\$0.00	\$0.00	\$36.38	\$44.87
3rd year	60.00	\$20.39	\$9.61	\$6.81	\$0.82	\$0.00	\$2.40	\$0.14	\$0.00	\$0.00	\$40.17	\$50.37
4th year	70.00	\$23.79	\$9.61	\$6.81	\$0.82	\$0.00	\$2.80	\$0.14	\$0.00	\$0.00	\$43.97	\$55.87
5th year	80.00	\$27.19	\$9.61	\$6.81	\$0.82	\$0.00	\$3.20	\$0.14	\$0.00	\$0.00	\$47.77	\$61.37

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio : Jurisdiction (* denotes special jurisdictional note):
2 Journey men to 1 Apprentice ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY, VAN WERT

Special Jurisdictional Note :

Details :
\$0.14 under "Other" is Labor Management Corporation Committee.

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PW Rate Skilled LCN01-2016fLoc18hevhwyII Page

Special Calculation Note : Other: Education & Safety Fund is \$0.09 per hour.

Ratio : Jurisdiction (* denotes special jurisdictional note):
For every (3) Operating Engineer Journeymen employed by the company, there may be employed (1) Registered Apprentice. An apprentice, while employed as part of a crew per Article VIII paragraph 65, will not be subject the apprenticeship ratios in this collective bargaining agreement. On jobs where maintenance engineers are to be employed, for every (2) Class 2 Mechanics there may be (1) Mechanic Trainee & so fourth. Mechanic Trainee rate is a percentage of Class 2 rate.

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

Special Jurisdictional Note :

Details :
**Apprentices will receive a 10% increase on top of the percentages listed above provided they are operating mobile equipment. Mechanic Trainees will receive 10% increase if they are required to have CDL.

Class 1 - Air Compressors on Steel Erection; Barrier Moving Machine; Boiler Operators, on Compressors or Generators, when mounted on a rig; Cableways, Combination Concrete mixers & Towers; Concrete Pumps; Concrete Plants (over 4 yd capacity); Cranes (all types, including Boom Trucks, Cherry Pickers); Derricks; Draglines, Dredgers (dipper, clam or suction); Elevating Graders or Euclid Loaders; Floating Equipment (all types); Gradalls, Helicopter system); Industrial - Type Tractors; Jet Engine Dryers (D8 or D9); Diesel Tractors; Locomotives (standard gage); Maintenance Operators (class A); Mixers, paving (single or double drum); Mucking Machines; Multiple Scrapers; Pile-driving Machines (all types); Power Shovels, Prentice Loader; Quad 9 (double pusher); Rail Tumper (with automatic lifting and aligning device); Refrigerating Machines (freezer operation); Side Booms; Side Form Pavers; Tower Derricks; Tree Shredders; Truck Mounted Concrete Pumps; Tug Boats; Tunnel Machines and /or Mining Machines; Wheel Excavators. Rough Terrain Fork-lift with Winch Hoist; Compact Cranes, track rubber over 4,000 pound capacity, self-erecting cranes; stationary, track or truck (all configurations) Bucket trench machines (over 24 inches wide).

Class 2 - Asphalt Pavers; Automatic Subgrade Machines, self-propelled (CMI-type); Bobcat-type and /or skid steer loader with hoe attachment greater than 7000 lbs.; Boring Machine Operators (more than 48 inches); Bulldozers; Endloaders; Hydro Milling Machine; Kolman-type Loaders (production type-dirt); Lead Greasemen; Maintenance Operators, Class B (Portage and Summit Counties only); Pettibone-Rail Equipment; Power Graders; Power Scrapers; Push Cats; Lighting and Traffic Signal Installation Equipment includes all groups or classifications; Trench Machines (24inch wide and under); Vermeer Type Concrete saw. Material Transfer Equipment (Shuttle buggy) Asphalt; All rotomills,grinders and planers of all types. Horizontal Directional Drill (Over 50,000 ft.lbs.thrust and over)

Class 3 - A-Frames; Air Compressors, on tunnel work (low Pressure); Asphalt Plant Engineers; Bobcat-type and/or skid steer loader with or without attachments; Power Boilers (15 lbs pressure and over); Highway Drills (all types); Rollers,

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Prevailing Wage Rate Skilled Crafts

Name of Union: Operating Engineers - HevHwy II

Change #: LCN01-2016fLoc18hevhwyII

Craft : Operating Engineer Effective Date : 06/01/2016 Last Posted : 06/01/2016

Classification	BIIR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Operator Class 1	\$33.84		\$7.66	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$48.34	\$65.26
Class 2	\$33.72		\$7.66	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$48.22	\$65.08
Class 3	\$32.68		\$7.66	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$47.18	\$63.52
Class 4	\$31.50		\$7.66	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$46.00	\$61.75
Class 5	\$26.04		\$7.66	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$40.54	\$53.56
Class 6	\$34.09		\$7.66	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$48.59	\$65.64
Class 7	\$34.09		\$7.66	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$48.59	\$65.64
Class 8	\$34.34		\$7.66	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$48.84	\$66.01
Great Lakes Floating Agreement												
Class 1	\$41.90		\$7.41	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$56.15	\$77.10
Class 2A	\$40.40		\$7.41	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$54.65	\$74.85
Class 2B	\$40.40		\$7.41	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$54.65	\$74.85
Class 3	\$35.95		\$7.41	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$50.20	\$68.18
Class 4	\$29.90		\$7.41	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$44.15	\$59.10
Apprentice		Percent										
1st Year	50.00	\$16.92	\$7.66	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$31.42	\$39.88
2nd Year	60.00	\$20.30	\$7.66	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$34.80	\$44.96
3rd Year	70.00	\$23.69	\$7.66	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$38.19	\$50.03
4th Year	80.00	\$27.07	\$7.66	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$41.57	\$55.11
Field Mech Trainee Class 2												
1st year	49.82	\$16.86	\$7.66	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$31.36	\$39.79
2nd year	59.78	\$20.23	\$7.66	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$34.73	\$44.84
3rd year	69.73	\$23.60	\$7.66	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$38.10	\$49.89
4th year	79.73	\$26.98	\$7.66	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$41.48	\$54.97

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asphalt; Pump Operators (installing or operating well Points); Pumps (4 inch and over discharge); Railroad Tie Insert/Remover; Rotator (lime-soil Stabilizer); Switch & Tie Tampers (without lifting and aligning device); Locomotives (narrow gage); Mixers, concrete (more than one bag capacity); Mixers, one bag capacity (side loader); Utilities Operators, (small equipment); Welding Machines; Material hoist/elevators. Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

Class 4 - Ballast Re-locator; Backfillers, Batch Plants; Bar and Joint Installing Machines; Boring Machine Operators (48 inch or less); Bull Floats; Burlap and Curing Machines; Concrete Plants (capacity 4 yd and under); Conveyors (highway); Concrete Saws (multiple); Crushers; Deckhands; Farm type tractors, with attachments (highway), except masonry; Finishing Machines; Firemen, Floating Equipment (all types); Fork Lifts (highway); Form Trenchers; Hydro Hammers; Hydro Seeders; Pavement Breakers; Plant Mixers; Post Drivers; Post Hole Diggers (power auger); Power Brush Burners; Power Form Handling Equipment; Road Widening Trenchers; Rollers (brick, grade, macadam); Self-Propelled Power Spreaders; Self-Propelled Sub-Graders; Tractors, pulling sheepfoot rollers or graders; Steam Firemen; Vibratory Compactors, with integral power.

Class 5 - Compressors (portable, Sewer, Heavy and Highway); Generators; Inboard-Outboard Motor Boat Launches; Masonry Fork Lifts; Oilers/Helpers; Power Driven Heaters; Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalmen; Drum Fireman (in Asphalt Plant); Oil Heaters (Asphalt Plant); Tire Repairmen; VAC/ALLS; Fueling and greasing (plus \$3.00), compact cranes: track or rubber under 4,000 pounds.

Class 6 - Master Mechanic

Class 7 - Crane Boom 150 ft - 180 ft

Class 8 - Crane Boom over 180 ft.

GREAT LAKES FLOATING AGREEMENT:

Class 1 - Driver,Wet Tender, Engineer, (Hyd.Dredge), Craft Foreman (Master Mechanic)

Class 2A - Crane Backhoe Operator,Mechanic/Welder,Assistant Engineer (Hyd. Dredge), Leverman (Hyd Dredge)

Diver Tender, Tug Operator (Tug 70T and over)

Class 2B - Friction Crane, Lattice Boom or any Crane Certification.

Class 3 - Deck Equipment Operator, (Machineryman), Maint. of Crane, Tug/Launch Operator, Loader/Dozer on Barge, Deck Machinery, Maintenance of Crane (over 50T capacity), or Backhoe (115,000lbs or more) Loaders/Dozer and like equipment on Barge, Breakwater Wall, Slip/Dock Scow.

Class4 - Deck Equipment Operator, (Machineryman/Fireman)(4 equipment Units or more), Deck Hand, Tug Engineer, Crane Maintenance, 50T and under/Backhoe 115,000lbs or less, Assistant Tug Operator, add off Road Truck.

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Prevailing Wage Rate Skilled Crafts

Name of Union: Operating Engineers - Building Local 18 - Zone III

Change #: LCN01-2016fLoc18zone3

Craft : Operating Engineer Effective Date : 06/01/2016 Last Posted : 06/01/2016

		BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
				H&W	Pension	App Tr.	Vac.	Annuity	Other	LE/CET (%)	MISC (%)		
Classification													
Operator Class 1		\$33.84	\$7.66	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$48.34	\$65.26	
Class 2		\$32.72	\$7.66	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$47.22	\$63.58	
Class 3		\$32.68	\$7.66	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$47.18	\$63.52	
Class 4		\$31.50	\$7.66	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$46.00	\$61.75	
Class 5		\$26.04	\$7.66	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$40.54	\$53.56	
Class 6		\$34.09	\$7.66	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$48.59	\$65.64	
Class 7		\$34.34	\$7.66	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$48.84	\$66.01	
Class 8		\$34.84	\$7.66	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$49.34	\$66.76	
Class 9		\$35.09	\$7.66	\$6.00	\$0.75	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$49.59	\$67.14	

Special Calculation Note : Other: Education & Safety

Ratio : Jurisdiction (* denotes special jurisdictional note):

For every (3) Operating Engineer Journeymen employed by ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, the company ,there may be employed (1) Registered BELMONT, BROWN, BUTLER, CARROLL, Apprentice. An apprentice, while employed as part of a crew CHAMPAIGN, CLARK, CLERMONT, CLINTON,

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attachments: Finishing Machines; Form Trenchers; Generators; Gunite Machines; Hydro-Seeders; Pavement Breakers (hydraulic or cable); Post Drivers; Post Hole Diggers; Pressure Pumps (over 1/2 inch discharge); Road Widening Trenchers; Rollers (except asphalt); All Concrete pumps (without Boom with 4 inch or smaller systems); Self-Propelled Power Spreaders; Concrete Spreaders; Self-Propelled Sub-graders; Shotcrete Machines; Tire Repairmen; Tractors, pulling sheepfoot rollers or graders; VAC/ALLS; Vibratory Compactors, with integral power; Welder Operators.

Class 5 - Boilers (less than 15 lbs. pressure); Inboard/outboard Motor Boat Launches; Light Plant Operators; Masonry Fork Lifts; Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalmen, Submersible Pumps (under 4 inch discharge). Directional Drill Locator and Allen Screenshot Concrete Paver. Fueling and greasing (plus \$3.00), compact cranes; track or rubber under 4,000 pounds.

Class 6 - Master Mechanic

Class 7 - Boom & Jib 150 - 180 feet

Class 8 - Boom & Jib 180 - 249 feet

Class 9 - Boom & Jib 250 - or over

per Article VIII, paragraph 77, will not be subject to the apprenticeship ratios in this collective bargaining agreement. On jobs where maintenance engineers are to be employed, for every (2) Class 2 Mechanics there may be (1) Mechanic Trainee & so fourth.

COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WYANDOT

Special Jurisdictional Note :

Details :

**Apprentices will receive a 10% increase on top of the percentages listed above provided they are operating mobile equipment. Mechanic Trainees will receive 10% increase if required to have CDL.

Class 1 - Barrier Moving Machine; Boiler Operators or Compressor Operators, when compressor or boiler is mounted on crane (Piggyback Operation); Boom Trucks (all types); Cableways Cherry Pickers; Combination - Concrete Mixers & Towers; All Concrete Pumps with Booms; Cranes (all types) Derricks (all types); Draglines Dredges (dipper, clam or suction) 3-man crew; Elevating Graders or Euclid Loaders; Floating Equipment; Gradalls; Helicopter Operators; hoisting building materials; Helicopter Winch Operators; Hoisting building materials; Hoes (All types); Hoists (with two or more drums in use); Hydraulic Gantry (lift system); Laser Finishing Machines; Lift Slab or Panel Jack Operators; Locomotives (all types); Maintenance Engineers (Mechanic and/or Welder); Mixers, paving (multiple drum); Mobile Concrete Pumps, with booms, Panelboards, (all types on site); Pile Drivers; Power Shovels; Prentice Loader; Rail Tamper (with automatic lifting and aligning device); Rotary Drills (all) used on caissons for foundations and sub-structure work; Side Booms; Slip Form Pavers; Straddle Carriers (Building Construction on site); Tug Boats. Horizontal Directional Drill, Rough Terrain Fork-lift with Winch/Hoist, Laser Screed, and Like equipment.Compact Cranes,track or rubber over 4,000 pound capacity,self-erecting cranes:stationary,track or truck (all configurations) bucket trench machines (over 24 " wide).

Class 2 - Asphalt Pavers; Bobcat-type and/or skid steer loader with hoe attachment greater than 7000 lbs. Bulldozers; CMI type Equipment; Endloaders; Hydro Milling Machine; Kolman-type Loaders (Dirt Loading); Lead Greasemen; Mucking Machines; Pettibone-Rail Equipment; Power Graders; Power Scoops; Power Scrapers; Push Cats; Vermeer Type Concrete Saw;All rotomills, grinders & planers of all types. Articulating end dumps (minus \$4.00/hour from Class 2 rate)

Class 3 - A Frames; Air Compressors, Pressurizing Shafts or Tunnels; All Asphalt Rollers; Bobcat-type and/or skid steer loader with or without attachments; Boilers (15 lbs pressure and over); All concrete Pumps (without booms with 5 inch system); Fork Lifts (except masonry); Highway Drillers - all types (with integral power); Hoists (with one drum); House Elevators (except those automatic call button controlled); Man lifts; Mud Jacks; Pressure Grouting; Pump Operators (installing or operating Well Points or other types of Dewatering Systems); Pumps (4 inches and over discharge); Railroad Tie Insertor/Remover; Rotator (Lime-Soil Stabilizer); Submersible Pumps (4 inches and over discharge); Switch & Tie Tampers (without lifting and aligning device); Trench Machines (24 inches and under); Utility Operators; Material hoist/elevators.

Class 4 - Ballast Re-locator; Backfillers and Tampers; Batch Plant Operators; Bar and Joint Installing Machines; Bull Floats; Burlap and Curing Machines; Clefplanes; Compressors, on building construction; Concrete Spreader; Conveyors, used for handling building materials; Concrete Mixers, one bag capacity (side loader); Concrete Mixers, capacity more than one bag; Crushers; Deck Hands; Drum Fireman (in Asphalt Plant); Farm type tractors pulling

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PW Rate Skilled LCN01-2016fLoc290 Page

Prevailing Wage Rate Skilled Crafts

Name of Union: Ironworker Local 290

Change #: LCN01-2016fLoc290

Craft : Ironworker Effective Date : 06/01/2016 Last Posted : 06/01/2016

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LE/CET (%)	MISC (%)		
Classification												
Ironworker Structural	\$27.00		\$7.10	\$9.50	\$0.45	\$0.00	\$3.88	\$0.25	\$0.00	\$0.00	\$48.18	\$61.68
Welder	\$27.00		\$7.10	\$9.50	\$0.45	\$0.00	\$3.88	\$0.25	\$0.00	\$0.00	\$48.18	\$61.68
Fence Erector	\$27.00		\$7.10	\$9.50	\$0.45	\$0.00	\$3.88	\$0.25	\$0.00	\$0.00	\$48.18	\$61.68
Reinforcing Rods	\$27.00		\$7.10	\$9.50	\$0.45	\$0.00	\$3.88	\$0.25	\$0.00	\$0.00	\$48.18	\$61.68
Machinery Mover	\$27.00		\$7.10	\$9.50	\$0.45	\$0.00	\$3.88	\$0.25	\$0.00	\$0.00	\$48.18	\$61.68
Shoater	\$27.00		\$7.10	\$9.50	\$0.45	\$0.00	\$3.88	\$0.25	\$0.00	\$0.00	\$48.18	\$61.68
Metal Building Erector	\$27.00		\$7.10	\$9.50	\$0.45	\$0.00	\$3.88	\$0.25	\$0.00	\$0.00	\$48.18	\$61.68
Rigger & Erector	\$27.00		\$7.10	\$9.50	\$0.45	\$0.00	\$3.88	\$0.25	\$0.00	\$0.00	\$48.18	\$61.68

Special Calculation Note : Other is for Industry Fund.

Ratio :

Jurisdiction (* denotes special jurisdictional note

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3 Journeymen to 1 Apprentice

);
 ALLEN*, AUGLAIZE, BUTLER*, CHAMPAIGN*,
 CLARK, CLINTON, DARKE, FAYETTE*, GREENE,
 HARDIN*, HIGHLAND*, LOGAN*, MADISON*,
 MERCER*, MIAMI, MONTGOMERY, PREBLE,
 SHELBY, VAN WERT*, WARREN*

Special Jurisdictional Note : Allen County Twps included are: Auglaize, Perry, Shawnee, Amanda, Spencer, Marion, Sugar Creek, American, Bath, Jackson. Butler County Twps included are: Milford, Wayne, Madison, Lemon. Champaign Cnty Twps included are: Union, Urbana, Jackson, Concord, Salem, Mad River, Johnson, Harrison, Adams. Fayette County Twps included are: Green, Jasper, Concord, Jefferson. Hardin County Twps included are: Round Head, Marion, Liberty. Highland County Twps included are: Fairfield, Penn, Union, Marshall, Liberty, Paint, Brush Creek. Logan County Twps included are: Richland, Stokes, Bloomfield, Washington, Harrison, McArthur, Lake, Liberty, Pleasant, Miami. Madison County Twps included are: Stokes. Mercer County Twps included are: Dublin, Washington, Jefferson, Recovery, Gibson. Union, Liberty, Butler, Granville, Center, Hopewell, Franklin, Marion. VanWert County Twps included are: Jennings. Warren County Twps included are: Franklin, Clear Creek, Turtle Creek, Wayne, Massie, Washington, Salem, Union.

Details :

Structural Iron Work but not limited to: field fabrication, all loading to and including the erecting, rigging, assembly, dismantling, placing, temporary and permanent securing by any means of all structural iron, steel, ornamental lead, bronze, brass, copper, aluminum, glass all ferrous and non ferrous metal and composite material, precast prestressed and post-stressed concrete structures. Bridges and bridge rails, bridge viaducts, bucks bulkheads, bumper and bumper post, canopies and unistrut canopies, corrugated ferrous and non ferrous sheets when attached to steel frames, columns, beams, bar-joists, trusses, grinders, roof decking, electrical supports, elevator cars, elevator fronts and enclosures, erection of steel towers, flag poles, gymnasium equipment, stadium and arena seating, jail cell work, jail cell beds, benches, bunks, chairs, tables, mirrors, jail cell access doors, rigging and installation of machinery and equipment, erecting, aligning, anchoring and dismantling, erection and dismantling of tower cranes, derrick monorail systems, Chicago booms, overhead cranes, gantries, material and personnel hoists, tanks, hoppers and conveyors. All pre-engineered metal buildings and their entirety including siding, roofing, gutters, downspouts and erection of all.

Ornamental Iron Work but not limited to: all work in connection with field fabrication, handling including loading/off loading, sorting, cutting, fastening, bending, hoisting, placing, burning, welding, and tying, dismantling of all materials used in miscellaneous iron or steel, for stairs, hand railings, rolling doors, rolling gates, rolling shutters, fence, windows, curtain wall, erection and welding of all metal, sash, architectural and ornamental treatments, but not necessarily limited to all sizes and types of ornamental, steel iron, lead, bronze, brass, copper, aluminum, all ferrous and non ferrous metals and composite materials

Fence Erector Iron Worker but not limited to: All work in connection with the field fabrication and erection of chain link fence, which includes but not limited to the loading and of the fence fabric and posts also the installation of the above.

Prevailing Wage Rate Skilled Crafts

Name of Union: Labor Local 329

Change # : LCN01-2016fLoc329

Craft : Laborer Effective Date : 05/01/2016 Last Posted : 04/28/2016

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	\$24.36		\$6.70	\$3.20	\$0.40	\$0.00	\$0.00	\$0.00	\$0.15	\$0.00	\$34.81	\$46.99
Group 2	\$24.51		\$6.70	\$3.20	\$0.40	\$0.00	\$0.00	\$0.00	\$0.15	\$0.00	\$34.96	\$47.22
Group 3	\$24.66		\$6.70	\$3.20	\$0.40	\$0.00	\$0.00	\$0.00	\$0.15	\$0.00	\$35.11	\$47.44
Group 4	\$24.86		\$6.70	\$3.20	\$0.40	\$0.00	\$0.00	\$0.00	\$0.15	\$0.00	\$35.31	\$47.74

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

1 Journeyman to 1 Apprentice then
 4 to 1 thereafter per project

Jurisdiction (* denotes special jurisdictional note) :
 ALLEN, AUGLAIZE, MERCER, PAULDING, PUTNAM,
 SHELBY, VAN WERT

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Special Jurisdictional Note :**Details :**

Group 1
 Building Laborer, Carpenter Tender, Flagman, Signal Man, Rigging/Hooking/unhooking of construction material, utility construction laborer, guardrail erector, fence installer, landscape laborer, laser beam set-up man, grade checker, power wheelbarrow or power buggy, removal of asbestos, hazardous waste (Levels C & D), drinking water supplier, warehouse tool man, safety man, confined space/hole watch attendant, fire watch, parking attendant, watchman, time/bookkeeper.

Group 2

Vibrators, Cement Finisher Helper, cement Raker, pump hose nozzle man, Asphalt Raker, Tamper & Packer, Pump Man Under 4", Discharge, Caisson, Cofferdam, Tunnel, Spiker Railroad (By Hand), Pot Tender, Torch Man, Demolition, All Machine Driven Tools (Gas, Electric, Air).

Group 3

Plaster Tender, Mortar Mixer, Cylinder, Shaft, Sewer, Water Conduit, Gas, Oil, Pipeline, Except Mainlines, Sewer Bottom Man, Sewer Pipe Layer, Manhole Builder, Blaster Helper, air track/Wagon Drill Helper, Jack Hammer, Gunnite Operator, Mucker (Tunnel & Caisson) Free Air, Miner, Sand Blaster, Blaster-Powder Man, Wagon drill Operator, The removal of Lead or Toxic and Hazardous Waste materials (Level A & B).

Group 4

Mason Tender, scaffold builder, truck driver with CDL, welder, skid loader, forklift operator and man lifts.

Prevailing Wage Rate Skilled Crafts

Name of Union: Labor HwHwy 3

Change # : LCN01-2016fLocalHwHwy3

Craft : Laborer Group 1 Effective Date : 05/20/2016 Last Posted : 05/20/2016

BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Laborer Group 1	\$29.22	\$6.70	\$3.20	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$39.67	\$54.28
Group 2	\$29.39	\$6.70	\$3.20	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$39.84	\$54.54
Group 3	\$29.72	\$6.70	\$3.20	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$40.17	\$55.03
Group 4	\$30.17	\$6.70	\$3.20	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$40.62	\$55.71
Watch Person	\$21.95	\$6.70	\$3.20	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$32.40	\$43.38

Special Calculation Note : Watchmen have no Apprentices. Tunnel Laborer rate with air-pressurized add \$1.00 to the above wage rate.

Ratio :

1 Journeyman to 1 Apprentice
 3 Journeyman to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note) :
 ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE.

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Group 4
Miner, Welder, Guniting Nozzle Person

A.) The Watchperson shall be responsible to patrol and maintain a safe traffic zone including but not limited to barrels, cones, signs, arrow boards, message boards etc.
The responsibility of a watchperson is to see that the equipment, job and office trailer etc. are secure.

Special Jurisdictional Note : Hod Carriers and Common Laborers - Heavy, Highway, Sewer, Waterworks, Utility, Airport, Railroad, Industrial and Building Site, Sewer Plant, Waste Water Treatment Facilities Construction

Group 1

Laborer (Construction); Plant Laborer or Yardman, Right-of-way Laborer, Landscape Laborer, Highway Lighting Worker, Signalization Worker, (Swimming) Pool Construction Laborer, Utility Man, *Bridge Man, Handyman, Joint Setter, Flagperson, Carpenter Helper, Waterproofing Laborer, Slurry Seal, Seal Coating, Surface Treatment or Road Mix Laborer, Riprap Laborer & Groutier, Asphalt Laborer, Dump Man (batch trucks), Guardrail & Fence Installer, Mesh Handler & Pacer, Concrete Curing Applicator, Scaffold Erector, Sign Installer, Hazardous Waste (level D), Diver Helper, Zone Person and Traffic Control.

*Bridge Man will perform work as per the October 31, 1949, memorandum on concrete forms, by and between the United Brotherhood of Carpenters and Joiners of America and the Laborers' International Union of North America, which states in: "the moving, cleaning, oiling and carrying to the next point of erection, and the stripping of forms which are not to be re-used, and forms on all flat arch work shall be done by members of the Laborers' International Union of North America."

Group 2
Asphalt Raker, Screwman or Paver, Concrete Puddler, Kettle Man (pipeline), All Machine-Driven Tools (Gas, Electric, Air), Mason Tender, Brick Paver, Mortar Mixer, Skid Steer, Sheet piling & Shoring Person, Surface Grinder Person, Screedperson, Water Blaster, Hand Held Wand, Power Buggy or Power Wheelbarrow, Paint Stripper, Plastic fusing Machine Operator, Rodding Machine Operator, Pug Mill Operator, Operator of All Vacuum Devices Wet or Dry, Handling of all Pumps 4 inches and under (gas, air or electric), Diver, Form Setter, Bottom Person, Welder Helper (pipeline), Concrete Saw Person, Cutting with Burning Torch, Pipe Layer, Hand Spiker (railroad), Underground Person (working in sewer and waterline, cleaning, repairing and reconditioning), Tunnel Laborer (without air), Caisson, Cofferdam (below 25 feet deep), Air Track and Wagon Drill, Sandblaster Nozzle Person, Hazardous Waste (level B), ***Lead Abatement, Hazardous Waste (level C)

***Includes the erecting of structures for the removal, including the encapsulation and containment of Lead abatement process.

Group 3

Blast and Powder Person, Muckers will be defined as shovel men working directly with the miners, Wrencher (mechanical joints & utility pipeline), Yamer, Top Lander, Hazardous Waste (level A), Concrete Specialist, Curb Setter and Cutter, Grade Checker, Concrete Crew in Tunnels, Utility pipeline Tappers, Waterline, Caulker, Signal Person will receive the rate equal to the rate paid the Laborer classification for which the Laborer is signaling.

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PW Rate Skilled LCN02-2016tbl.oc1090ml Page

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Millwright & Pile Driver Light Commercial Local 1090

Change # : LCN01-2016fbNWflor351

Change # : LCN02-2016fbLoc1090mil

Craft : Carpenter Effective Date : 05/20/2016 Last Posted : 05/20/2016

Craft : Carpenter Effective Date : 05/20/2016 Last Posted : 05/20/2016

[illegible]

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :	Jurisdiction (* denotes special jurisdictional note) :
1 Journeyman to 1 Apprentice	ALLEN, AUGLAIZE, CRAWFORD, HARDIN, HENRY, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, VAN WERT, WILLIAMS, WYANDOT

Special Jurisdictional Note :

Details :

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.	
Ratio :	Jurisdiction (* denotes special jurisdictional note) :
3 Journeymen to 1 Apprentice	ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM, VAN WERT, WYANDOT

Special Jurisdictional Note :

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Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Local 372

Change #: LCN02-2016f LocNW372

Craft : Carpenter Effective Date : 05/20/2016 Last Posted : 05/20/2016

Classification	BIIR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Carpenter	\$24.54	\$6.45	\$7.88	\$0.48	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$0.00	\$42.85	\$55.12
Apprentice												
1st period	55.00	\$13.50	\$6.45	\$0.00	\$0.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.43	\$27.18
2nd	60.00	\$14.72	\$6.45	\$7.88	\$0.48	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$33.03	\$40.40
3rd	65.00	\$15.95	\$6.45	\$7.88	\$0.48	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$34.26	\$42.24
4th	75.00	\$18.41	\$6.45	\$7.88	\$0.48	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$36.71	\$45.92
5th	80.00	\$19.63	\$6.45	\$7.88	\$0.48	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$37.94	\$47.76
6th	85.00	\$20.86	\$6.45	\$7.88	\$0.48	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$39.17	\$49.60
7th	90.00	\$22.09	\$6.45	\$7.88	\$0.48	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$40.40	\$51.44
8th	95.00	\$23.31	\$6.45	\$7.88	\$0.48	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$41.62	\$53.28

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

2 Journeymen to 1 Apprentice
not to exceed 5 apprentices
per entire job or employerJurisdiction (* denotes special jurisdictional note):
ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM,
VAN WERT

Special Jurisdictional Note :

Details :

Special Work Rates:
40-100 foot free fall - \$.50 per hour above scale
Over 100 foot free fall - \$1.00 per hour above scale<http://198.234.41.198/w3/Webch/nd/Sdc/mqID/AB/852565180070697285256600/00427402?open=document/6/9/2016/9:07:38 AM>

PW Rate Skilled LCON1-2015fBldgHvHwy Page

3 Journeymen to 1 Apprentice
per company/projectADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS,
AUGLAIZE, BELMONT, BROWN, BUTLER,
CARROLL, CHAMPAIGN, CLARK, CLERMONT,
CLINTON, COLUMBIANA, COSHOCTON,
CRAWFORD, DARKE, DEFIANCE, DELAWARE,
ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON,
GALLIA, GREENE, GUERNSEY, HAMILTON,
HANCOCK, HARDIN, HARRISON, HENRY,
HIGHLAND, HOCKING, HOLMES, HURON,
JACKSON, JEFFERSON, KNOX, LAWRENCE,
LICKING, LOGAN, LORAIN, LUCAS, MADISON,
MAHONING, MARION, MEDINA, MEIGS, MERCER,
MIAMI, MONROE, MONTGOMERY, MORGAN,
MORROW, MUSKINGUM, NOBLE, OTTAWA,
PAULDING, PERRY, PICKAWAY, PIKE, PORTAGE,
PREBLE, PUTNAM, RICHLAND, ROSS, SANDUSKY,
SCIOTO, SENECA, SHELBY, STARK, SUMMIT,
TRUMBULL, TUSCARAWAS, UNION, VAN WERT,
VINTON, WARREN, WASHINGTON, WAYNE,
WILLIAMS, WOOD, WYANDOT

Special Jurisdictional Note :

Details :

** Asphalt - Oil spray bar man when operating from cab shall receive \$0.20 cents per hour above their Basic Hourly Rate.

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Prevailing Wage Rate Skilled Crafts

Name of Union: Truck Driver Bldg & HvHwy Class 1
Locals 20,40,92,92b,100,175,284,438,377,637,908,957

Change #: LCON1-2015fBldgHvHwy

Craft : Truck Driver Effective Date : 05/01/2015 Last Posted : 03/31/2015

Classification	BIIR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Truck Driver (CLASS 1 4 wheel service, dump, and bucket trucks, Oil Distributor - Asphalt Distributor-Tandems	\$25.28	\$6.81	\$6.70	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.99	\$51.63
Apprentice												
First 6 months	80.00	\$20.22	\$6.81	\$6.70	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.93	\$44.05
7-12 months	85.00	\$21.49	\$6.81	\$6.70	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.20	\$45.94
13-18 months	90.00	\$22.75	\$6.81	\$0.00	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29.76	\$41.14
19-24 months	95.00	\$24.02	\$6.81	\$0.00	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.03	\$43.03
25-30 months	100.00	\$25.28	\$6.81	\$0.00	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.29	\$44.93

Special Calculation Note : No special calculations for this skilled craft wage rate are required at this time.

Ratio :

Jurisdiction (* denotes special jurisdictional note):

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PW Rate Skilled LCR02-2010jcJurSTWIDEOfficeSystems Page

Prevailing Wage Rate Skilled Crafts

Name of Union: Carpenter Statewide Office Systems

Change #: LCR02-2010jcJurSTWIDEOfficeSystems

Craft : Carpenter Effective Date : 07/28/2010 Last Posted : 07/28/2010

Classification	BIIR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Carpenter Installers	\$16.00	\$5.47	\$1.00	\$0.08	\$0.00	\$0.00	\$0.00	\$0.00			\$22.55	\$30.55
Helper	\$9.50	\$5.47	\$0.00	\$0.08	\$0.00	\$0.00	\$0.00	\$0.00			\$15.05	\$19.80
Installer Trainee												
1st 6 months	59.40	\$9.50	\$5.47	\$0.00	\$0.08	\$0.00	\$0.00	\$0.00			\$15.05	\$19.81
2nd 6 Months	62.00	\$9.92	\$5.47	\$0.00	\$0.08	\$0.00	\$0.00	\$0.00			\$15.47	\$20.43
3rd 6 Months	65.00	\$10.40	\$5.47	\$0.00	\$0.08	\$0.00	\$0.00	\$0.00			\$15.95	\$21.15
4th 6 Months	67.95	\$10.87	\$5.47	\$0.79	\$0.08	\$0.00	\$0.00	\$0.00			\$17.21	\$22.65
5th 6 months	70.95	\$11.35	\$5.47	\$0.83	\$0.08	\$0.00	\$0.00	\$0.00			\$17.73	\$23.41
6th 6 Months	73.90	\$11.82	\$5.47	\$0.86	\$0.08	\$0.00	\$0.00	\$0.00			\$18.23	\$24.15
7th 6 Months	76.90	\$12.30	\$5.47	\$0.90	\$0.08	\$0.00	\$0.00	\$0.00			\$18.75	\$24.91
8th 6 months	79.85	\$12.78	\$5.47	\$0.93	\$0.08	\$0.00	\$0.00	\$0.00			\$19.26	\$25.64
9th 6 months	82.80	\$13.25	\$5.47	\$1.00	\$0.08	\$0.00	\$0.00	\$0.00			\$19.80	\$26.42

Special Calculation Note : Helper H&W after 90 days probationary period

Ratio :

1 Installer to 1 Trainee or 1 Helper

Jurisdiction (* denotes special jurisdictional note):
ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS,
AUGLAIZE, BELMONT, BROWN, BUTLER,<http://198.234.41.198/w3/Webch/nd/Sdc/mqID/AB/852565180070697285256600/00411020?open=document/6/9/2016/9:06:38 AM>

CARROLL, CHAMPAIGN, CLARK, CLERMONT,
CLINTON, COLUMBIANA, COSHOCTON,
CRAWFORD, CUYAHOGA, DARKE, DEFIANCE,
DELAWARE, ERIE, FAIRFIELD, FAYETTE,
FRANKLIN, FULTON, GALLIA, GEauga, GREENE,
GUERNSEY, HAMILTON, HANCOCK, HARDIN,
HARRISON, HENRY, HIGHLAND, HOCKING,
HOLMES, HURON, JACKSON, JEFFERSON, KNOX,
LAKE, LAWRENCE, LICKING, LOGAN, LORAIN,
LUCAS, MADISON, MAHONING, MARION, MEDINA,
MEIGS, MERCER, MIAMI, MONROE,
MONTGOMERY, MORGAN, MORROW,
MUSKINGUM, NOBLE, OTTAWA, PAULDING,
PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE,
PUTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO,
SENECA, SHELBY, STARK, SUMMIT, TRUMBULL,
TUSCARAWAS, UNION, VAN WERT, VINTON,
WARREN, WASHINGTON, WAYNE, WILLIAMS,
WOOD, WYANDOT

Special Jurisdictional Note :

Details :

Office systems is defined as modular systems with demountable units such as desks, partitions and shelving. All work in connection with the assembly, reconfiguration and repair of all work in the office system field.

INSTALLER: is defined as a qualified office systems mechanic capable of laying out, estimating and installing various office system manufactured products.

INSTALL TRAINEE: is defined as a person training in the estimating, layout and installation in all facets of the office systems industry. An installer trainee will work to assist an installer or lead installer in all installations. He is NOT permitted to work without the assistance of lead installer

INSTALL HELPER: is defined as a person who assists in the delivery, staging and clean up of related office system work. He is NOT to be involved with the installation or layout of work related to office systems.

Receiving, unloading, unpacking, & removal of rubbish shall be done by install helpers.



VENDOR INFORMATION FORM

All applicable parts of the form must be completed by the vendor and returned to Ohio Shared Services signed.

SECTION 1 – PLEASE SPECIFY TYPE OF ACTION

- ☐ NEW (W-9 OR W-8ECI FORM ATTACHED) ☐ ADDITIONAL ADDRESS (PROVIDE COPY OF INVOICE OR LETTER)
☐ CHANGE OF ADDRESS (PROVIDE ADDRESS TO BE REPLACED IN THE COMMENTS BOX ON NEXT PAGE)
☐ CHANGE OF TIN (NEW W-9 AND LETTER OF EXPLANATION OF CHANGE ATTACHED)
☐ CHANGE OF NAME (NEW W-9 AND LETTER OF EXPLANATION OF CHANGE ATTACHED)
☐ CHANGE OF PAYTERMS ☐ CHANGE OF CONTACT ☐ CHANGE OF PO DISPATCH METHOD

SECTION 2 – PLEASE PROVIDE VENDOR INFORMATION

LEGAL BUSINESS NAME: (MUST MATCH W-9 OR W-8ECI FORM)

BUSINESS NAME, TRADE NAME, DOING BUSINESS AS: (IF DIFFERENT THAN ABOVE)

TAXPAYER ID # (TIN):

BUSINESS ENTITY: NOTE: IF SOLE PROPRIETOR, THE INDIVIDUAL'S NAME MUST APPEAR IN LEGAL BUSINESS NAME

- ☐ CORPORATION ☐ PARTNERSHIP ☐ SOLE PROPRIETOR
☐ NON PROFIT ☐ INDIVIDUAL
☐ OTHER (PLEASE EXPLAIN)

INDUSTRY CLASSIFICATION:

☐ STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE

☐ NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE

SECTION 3 – PLEASE PROVIDE COMPLETE ADDRESS

ADDRESS:

COUNTY:

CITY:

STATE:

ZIP CODE:

SECTION 4 – REMIT TO ADDRESS (IF DIFFERENT THAN ABOVE)

ADDRESS:

CITY:

STATE:

ZIP CODE:

SECTION 5 – CONTACT INFORMATION AND PERSON TO RECEIVE PURCHASE ORDER

NAME:

WEB SITE:

PHONE:

FAX:

E-MAIL:

SECTION 6 – IS YOUR BUSINESS CURRENTLY CERTIFIED AS? (PLEASE CHECK)☐ MBE (MINORITY BUSINESS ENTERPRISE) ☐ EDGE (ENCOURAGING DIVERSITY, GROWTH, & EQUITY) ☐ N/A**SECTION 7 – PAYMENT TERMS (PLEASE CHECK ONE, OTHERWISE NET 30 WILL BE APPLIED BY DEFAULT)**☐ 2/10 NET 30 ☐ NET 30 ☐ NET 45 ☐ NET 60 ☐ NET 90**SECTION 8 – PURCHASE ORDER DISTRIBUTION-OTHER THAN USPS MAIL (INPUT E-MAIL ADDRESS OR FAX # BELOW)**

E-MAIL:

FAX:

SECTION 9 – PLEASE SIGN & DATE

SIGNATURE:

DATE:

SECTION 10 – AGENCY CONTACT INFORMATION

AGENCY NAME:

PHONE NUMBER:

E-MAIL:

COMMENTS:

SUBMIT FORM TO:

Mail: Ohio Shared Services
4310 E. Fifth Ave. Columbus, OH 43219
Fax number: (614) 485-1039
E-mail: vendor@ohio.gov

QUESTIONS? PLEASE CONTACT:

Phone: 1 (877) OHIO - SS1 (1-877-644-6771)
1 (614) 338-4781
E-mail: vendor@ohio.gov

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ¹
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT OF EFT PAYMENTS

- To sign up for EFT, please **TYPE or PRINT** the information requested in SECTIONS 1-3. The information provided must be **legible**. SECTION 4 must be signed & dated. **Please return original form to: Ohio Shared Services, ATTN: Vendor Maintenance, 4310 E. Fifth Avenue, Columbus, OH 43219.**
- **Please attach** a copy of a voided check (if a savings account, a letter from your bank stating your account & routing number). If changing banking information, SECTION 3 must be completed with new financial information.
- Any account changes must be reported to Ohio Shared Services thirty (30) days prior to actual change.
- Payee must keep Ohio Shared Services informed of any name, address, or bank changes in order to receive important information about benefits and remain qualified for payments.

SECTION 1

TYPE OF TRANSACTION: ☐ ADD ☐ CHANGE ☐ DELETE

NAME OF COMPANY OR INDIVIDUAL:

ADDRESS:

CITY STATE & ZIP:

PHONE:

EMAIL:

FEDERAL TAX ID/SOCIAL SECURITY:

SECTION 2 – CURRENT FINANCIAL INFORMATION

FINANCIAL INSTITUTION NAME:

PHONE:

ADDRESS:

TYPE OF ACCOUNT: ☐ SAVINGS ☐ CHECKING

TRANSIT ROUTING/ABA NUMBER:

ACCOUNT NUMBER AT ABOVE INSTITUTION:

SECTION 3 – NEW FINANCIAL INFORMATION

FINANCIAL INSTITUTION NAME:

PHONE:

ADDRESS:

TYPE OF ACCOUNT: ☐ SAVINGS ☐ CHECKING

TRANSIT ROUTING/ABA NUMBER:

ACCOUNT NUMBER AT ABOVE INSTITUTION:



AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT OF EFT PAYMENTS

SECTION 4

- Whereby authorize Ohio Office of Budget and Management to initiate credit entries to our account in the financial institution identified above and also debit entries, if necessary, for any credit entries that are determined to be in error. We additionally authorize the financial institution to credit or debit the same to our account.
- This authority is to remain in effect until revoked by us in writing to Ohio Shared Services.

SIGNATURE:

DATE:

OSS USE ONLY:

DATE RECEIVED	DATE ENTERED	INITIALS	OAKS VENDOR ID NUMBER
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>



AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT OF EFT PAYMENTS

INSTRUCTIONS FOR COMPLETING THE AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT OF STATE WARRANTS

SECTION 1

- A. Place a check-mark to indicate the type of transaction:
"Add" indicates a **new** authorization
"Change" indicates a **change** to an existing authorization
"Delete" indicates a request for **termination** of direct deposit
- B. Enter the complete name and address of the company or individual participating in the EFT program.
- C. Enter your company's Federal Tax Identification number or your Social Security number if you, as an individual are participating. If you are a state employee, please enter your e-code number.

SECTION 2 AND SECTION 3

- A. Enter the name and address of the financial institution authorized to conduct transaction. Complete Section 2 if you are changing your banking information.
- B. Place a check-mark to indicate the type of account to which funds are to be deposited. Enter the financial institution's Transit Routing/ABA number in the spaces provided. This is a nine digit number that is shown on your check. It may also be obtained by contacting your financial institution and requesting its Transit Routing/ABA number.
- C. Enter the account number to which the EFT Transactions are to be accredited. If less than 17 characters are needed, begin at the left margin and leave any unused spaces blank.

An e-mail or faxed version of this form is not acceptable as a signature is required. Forward the signed authorization form along with a copy of a voided check for a checking account or "spec sheet" from your financial institution for a savings account to:

Ohio Shared Services
ATTN: Vendor Maintenance
4310 E. Fifth Ave. Columbus, OH 43219

SUBMIT FORM TO:

Mail: Ohio Shared Services
ATTN: Vendor Maintenance
4310 E. Fifth Ave. Columbus, OH 43219

QUESTIONS? PLEASE CONTACT:

Phone: 1 (877) OHIO - SS1 (1-877-644-6771)
1 (614) 338-4781
E-mail: vendor@ohio.gov



REPLY

DEPARTMENT OF THE ARMY
BUFFALO DISTRICT, CORPS OF ENGINEERS
1776 NIAGARA STREET
BUFFALO, NEW YORK 14207-3199

June 2, 2016

Regulatory Branch

SUBJECT: Department of the Army Permit No. 2016-00467, Nationwide Permit No. 3 as Published in the Federal Register, Volume 77, No. 34, on Tuesday, February 21, 2012.

Brion E. Rhodes
Allen Township Engineer
1501 North Sugar Street
Lima, Ohio 45801

Dear Mr. Rhodes:

This pertains to an application for a Department of the Army permit by the Allen County Engineer to replace the deteriorating **Zumhly Road Bridge over the Little Ottawa River**, Shawnee Township, Allen County, Ohio (Sheets 1 of 2).

Specifically, you propose to replace a deteriorating 62 foot steel through truss bridge structure and concrete abutments with a single span concrete box beam bridge of approximately 81.4 feet with two abutments on both the east and west banks of the river that are proposed to be constructed above the ordinary high water mark (OHWM). Approximately 20.9 cubic yards (CY) of Type C rock channel protection will be placed in front of each abutment for erosion control along approximately 66 feet of the banks of the Little Ottawa River. In addition, a temporary work pad and access fill totaling approximately 9 CY of clean, non-erodible material will be placed on the west bank of the river below OHWM. The dimensions of the temporary work pad will be approximately 4.5 feet wide by 48 feet in length. This material will be removed when the work is completed and the river bed will be restored to near pre-construction conditions. (Sheets 2 of 2).

I have evaluated the impacts associated with your proposal, and have concluded that they are authorized by the enclosed Nationwide Permit (NWP) provided that the attached conditions are satisfied.

Verification of the applicability of this NWP is valid until March 18, 2017 unless the NWP is modified, suspended, revoked, or the activity complies with any subsequent permit modification. Please note in accordance with 33 CFR part 330.6(b), that if you commence or are under contract to commence an activity in reliance of the permit prior to the date this Nationwide permit expires, is suspended or revoked, or is modified such that the activity no longer complies with the terms and conditions, you have twelve months from the date of permit modification, expiration, or revocation to complete the activity under the present terms and conditions of the permit, unless the permit has been subject to the provisions of discretionary authority.

Regulatory Branch

SUBJECT: Department of the Army Permit No. 2016-00467, Nationwide Permit No. 3 as Published in the Federal Register, Volume 77, No. 34, on Tuesday, February 21, 2012.

It is your responsibility to remain informed of changes to the NWP program. A public notice announcing any changes will be issued when they occur and will be available for viewing at our website: <http://www.lrb.usace.army.mil/Missions/Regulatory.aspx>. Finally, note that if your activity is not undertaken within the defined period or the project specifications have changed, you must immediately notify this office to determine the need for further approval or reverification.

In addition to the general conditions attached to the NWP, your attention is directed to the following Special Conditions which are also appended at the end of the NWP General Conditions:

1. To reduce any potential adverse effects on the Federally endangered Indiana bat (*Myotis sodalis*), trees (woody stems greater than 5 inches Diameter at Breast Height) must not be cut between April 1 and September 30, of any year.
2. To reduce any potential adverse effects on the Federally threatened Northern long-eared bat (*Myotis septentrionalis*), trees (woody stems greater than 3 inches Diameter at Breast Height) must not be cut between April 1 and September 30, of any year.
3. The permittee is prohibited from performing in-water work between April 15th and June 30th to preclude adverse impacts on the spawning, nursery, and feeding activities of indigenous fish species.
4. If any freshwater mussels are encountered during construction, all work must immediately stop and the permittee or their agents/contractors must contact, within 24 hours, the Ohio Department of Natural Resource, Division of Wildlife and the U.S. Army Corps of Engineers at:

Ohio Department of Natural Resources
Division of Wildlife State Headquarters
2045 Morse Road, Building G
Columbus, Ohio 43224
1-800-945-3543

Regulatory Branch
ATTN: Aaron D. Smith
U.S. Army Corps of Engineers
240 Lake Street, Unit D
Oak Harbor, Ohio 43449
(419)898-1225

Regulatory Branch

SUBJECT: Department of the Army Permit No. 2016-00467, Nationwide Permit No. 3 as Published in the Federal Register, Volume 77, No. 34, on Tuesday, February 21, 2012.

5. At the request of an authorized representative of the Buffalo District, U.S. Army Corps of Engineers, the permittee must allow access to the project site to determine compliance with the conditions of this permit.
6. The mechanical equipment used to execute the work authorized herein must be operated in such a way as to minimize turbidity that could degrade water quality and adversely affect aquatic plant and animal life.
7. Construction debris must be kept from entering the waterway or wetland, and must be removed immediately should any such debris enter into the waterway or wetland.
8. The permittee is authorized to discharge only clean fill material that is free of fines, oil and grease, debris, wood, general refuse, plaster, broken asphalt, or other potential pollutants.
9. The permittee must provide a copy of the permit to all contractors, subcontractors, and/or workers performing the work authorized by the permit and ensure they have knowledge of the terms and conditions of the permit, including all General and Special Conditions. Prior to commencing work authorized by this permit, a copy of the permit and drawings must be visibly posted at the construction site(s).
10. The permittee must remove all of the temporary work pads, laydown areas within seven days of completing the authorized work authorized by this permit.

This affirmation is limited to the attached NWP and associated Water Quality Certification (WQC), and does not obviate the need to obtain any other project specific Federal, state, or local authorization.

Finally, this letter contains an approved jurisdictional determination (JD) for the subject parcel. If you object to this determination, you may request an administrative appeal under Corps regulations at 33 CFR Part 331. Enclosed you will find a Notification of Appeal Process (NAP) fact sheet and Request for Appeal (RFA) form. If you request to appeal the above determination, you must submit a completed RFA form within 60 days of the date on this letter to the Great Lakes/Ohio River Division Office at the following address:

Attn: Jacob Siegrist
Great Lakes and Ohio River Division
CELRD-PD-REG
550 Main Street, Room 10524
Cincinnati, OH 45202-3222
Phone: 513-684-2699; FAX 513-684-2460

Regulatory Branch

SUBJECT: Department of the Army Permit No. 2016-00467, Nationwide Permit No. 3 as Published in the Federal Register, Volume 77, No. 34, on Tuesday, February 21, 2012.

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete; that it meets the criteria for appeal under 33 C.F.R. part 331.5, and that it has been received by the Division Office within 60 days of the date of the NAP. Should you decide to submit an RFA form, it must be received at the above address by 31 July 2016.

It is not necessary to submit an RFA to the Division office if you do not object to the determination in this letter.

A copy of this letter has been sent to the Ohio Environmental Protection Agency.

Questions pertaining to this matter should be directed to me at (419)898-1225, by writing to the following address: U.S. Army Corps of Engineers, 240 Lake Street, Unit D, Oak Harbor, Ohio 43449, or by e-mail at: aaron.d.smith@usace.army.mil

Sincerely,



Aaron D. Smith
Biologist

Enclosures

COMPLETION FORM / COMPLIANCE CERTIFICATION

Each permittee who receives a Nationwide Permit (NWP) verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and any compensatory mitigation.

APPLICANT:

Brion E. Rhodes
Allen Township Engineer
1501 North Sugar Street
Lima, Ohio 45801

POINT OF CONTACT:

Becky Swora
Kohli and Kalihar Associates, Inc.
2245 Baton Rouge Avenue
Lima, Ohio 45805

File No.: 2016-00467

File Closed: 6/2/2016

NWP No.: 3

Upon completion of the activity authorized by this permit and any required compensatory mitigation sign this certification and return it to the address listed below within 30 days of project completion.

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with this permit you are subject to permit suspension, modification, revocation, and/or assessment of administrative penalties.

The permittee shall certify the completion of the authorized work and mitigation:

- a. The authorized work was done in accordance with the NWP authorization, including any general, regional, or activity specific conditions.
- b. The implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, this certification must include the documentation required by 33 CFR 332.3(1)(3) to confirm that the permittee secured the appropriate number and resource type of credits.

APPLICANTS NAME

Date

Permittee Telephone Number: _____

Project location: Zurmehly Road crosses the Little Ottawa River, Shawnee Township, Allen County, Ohio

Project Description: Replacement of deteriorating bridge structure over Little Ottawa River.

Authorized Impacts (Waters of the U.S. Impacted by Project): The discharge of 7 CY of rock channel protection, Type C, along each abutment, 20.9 CY of clean, non-erodible material used for temporary work pads and access.

Waterway and/or Project Setting: Little Ottawa River

Return completed form to:
Mr. David Leput
Regulatory Branch
U.S. Army Corps of Engineers
1776 Niagara Street
Buffalo, NY 14207

NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND PROCESS AND REQUEST FOR APPEAL

Applicant: Allen Township Engineer		File Number: 2016-00467	Date: 6/2/2016
Attached is:			See Section below
	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A	
	PROFFERED PERMIT (Standard Permit or Letter of permission)	B	
	PERMIT DENIAL	C	
X	APPROVED JURISDICTIONAL DETERMINATION	D	
	PRELIMINARY JURISDICTIONAL DETERMINATION	E	

SECTION I - The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at http://www.usace.army.mil/CECW/Pages/reg_materials.aspx or Corps regulations at 33 CFR Part 331.

A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

● **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

● **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

B: PROFFERED PERMIT: You may accept or appeal the permit

● **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.

● **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

● **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.

● **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.

SECTION II - REQUEST FOR APPEAL or OBJECTIONS TO AN INITIAL PROFFERED PERMIT

REASONS FOR APPEAL OR OBJECTIONS: (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

ADDITIONAL INFORMATION: The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

POINT OF CONTACT FOR QUESTIONS OR INFORMATION:

If you have questions regarding this decision and/or the appeal process you may contact:

Mr. Aaron D. Smith
U.S. Army Corps of Engineers
Oak Harbor Field Office
240 Lake Street, Unit D
Oak Harbor, Ohio 43449
(419) 898-1225; FAX: (419) 898-4292
email: aaron.d.smith@usace.army.mil

If you only have questions regarding the appeal process you may also contact:

Attn: Appeal Review Officer
Great Lakes and Ohio River Division
CELRD-PD-REG
550 Main Street, Room 10524
Cincinnati, OH 45202-3222
513-684-7261; FAX 513-684-2460

RIGHT OF ENTRY: Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

Signature of appellant or agent.

Date:

Telephone number:

APPROVED JURISDICTIONAL DETERMINATION FORM
U.S. Army Corps of Engineers

This form should be completed by following the instructions provided in Section IV of the JD Form Instructional Guidebook.

SECTION I: BACKGROUND INFORMATION

- A. REPORT COMPLETION DATE FOR APPROVED JURISDICTIONAL DETERMINATION (JD):** June 1, 2016
- B. DISTRICT OFFICE, FILE NAME, AND NUMBER:** Allen County Engineer Zurmehly Road Bridge Replacement, 2016-00467

C. PROJECT LOCATION AND BACKGROUND INFORMATION:

State: Ohio County/parish/borough: Allen City: Shawnee Township
Center coordinates of site (lat/long in degree decimal format): Lat. 40.69363 °, Long. -84.16089 °
Universal Transverse Mercator: [Click here to enter text.](#)
Name of nearest waterbody: Little Ottawa River
Name of nearest Traditional Navigable Water (TNW) into which the aquatic resource flows: Maumee River
Name of watershed or Hydrologic Unit Code (HUC): 041000070401

- ☒ Check if map/diagram of review area and/or potential jurisdictional areas is/are available upon request.
- ☐ Check if other sites (e.g., offsite mitigation sites, disposal sites, etc...) are associated with this action and are recorded on a different JD form

D. REVIEW PERFORMED FOR SITE EVALUATION (CHECK ALL THAT APPLY):

- ☒ Office (Desk) Determination. Date: June 1, 2016
- ☐ Field Determination. Date(s): [Click here to enter a date.](#), [Click here to enter a date.](#)

SECTION II: SUMMARY OF FINDINGS

A. RHA SECTION 10 DETERMINATION OF JURISDICTION.

There are no "navigable waters of the U.S." within Rivers and Harbors Act (RHA) jurisdiction (as defined by 33 CFR part 329) in the review area. *[Required]*

- ☐ Waters subject to the ebb and flow of the tide.
- ☐ Waters are presently used, or have been used in the past, or may be susceptible for use to transport interstate or foreign commerce.
Explain: [Click here to enter text.](#)

B. CWA SECTION 404 DETERMINATION OF JURISDICTION.

There are "waters of the U.S." within Clean Water Act (CWA) jurisdiction (as defined by 33 CFR part 328) in the review area. *[Required]*

1. Waters of the U.S.

a. Indicate presence of waters of U.S. in review area (check all that apply):¹

- ☐ TNWs, including territorial seas
- ☐ Wetlands adjacent to TNWs
- ☒ Relatively permanent waters² (RPWs) that flow directly or indirectly into TNWs
- ☐ Non-RPWs that flow directly or indirectly into TNWs
- ☐ Wetlands directly abutting RPWs that flow directly or indirectly into TNWs
- ☐ Wetlands adjacent to but not directly abutting RPWs that flow directly or indirectly into TNWs
- ☐ Wetlands adjacent to non-RPWs that flow directly or indirectly into TNWs
- ☐ Impoundments of jurisdictional waters
- ☐ Isolated (interstate or intrastate) waters, including isolated wetlands

b. Identify (estimate) size of waters of the U.S. in the review area:

Non-wetland waters: 66 linear feet: 35 width (ft) and/or # acres.
Wetlands: # acres.

c. Limits (boundaries) of jurisdiction based on: Not Applicable

Elevation of established OHWM (if known): 826.5 feet NVAD 88

2. Non-regulated waters/wetlands (check if applicable):³

- ☐ Potentially jurisdictional waters and/or wetlands were assessed within the review area and determined to be not jurisdictional.
Explain: [Click here to enter text.](#)

¹ Boxes checked below shall be supported by completing the appropriate sections in Section III below.

² For purposes of this form, an RPW is defined as a tributary that is not a TNW and that typically flows year-round or has continuous flow at least "seasonally" (e.g., typically 3 months).

³ Supporting documentation is presented in Section III.F.

SECTION III: CWA ANALYSIS

A. TNWs AND WETLANDS ADJACENT TO TNWs

The agencies will assert jurisdiction over TNWs and wetlands adjacent to TNWs. If the aquatic resource is a TNW, complete Section III.A.1 and Section III.D.1. only; if the aquatic resource is a wetland adjacent to a TNW, complete Sections III.A.1 and 2 and Section III.D.1.; otherwise, see Section III.B below.

1. TNW

Identify TNW: [Click here to enter text.](#)

Summarize rationale supporting determination: [Click here to enter text.](#)

2. Wetland adjacent to TNW

Summarize rationale supporting conclusion that wetland is "adjacent": [Click here to enter text.](#)

B. CHARACTERISTICS OF TRIBUTARY (THAT IS NOT A TNW) AND ITS ADJACENT WETLANDS (IF ANY):

This section summarizes information regarding characteristics of the tributary and its adjacent wetlands, if any, and it helps determine whether or not the standards for jurisdiction established under *Rapanos* have been met.

The agencies will assert jurisdiction over non-navigable tributaries of TNWs where the tributaries are "relatively permanent waters" (RPWs), i.e. tributaries that typically flow year-round or have continuous flow at least seasonally (e.g., typically 3 months). A wetland that directly abuts an RPW is also jurisdictional. If the aquatic resource is not a TNW, but has year-round (perennial) flow, skip to Section III.D.2. If the aquatic resource is a wetland directly abutting a tributary with perennial flow, skip to Section III.D.4.

A wetland that is adjacent to but that does not directly abut an RPW requires a significant nexus evaluation. Corps districts and EPA regions will include in the record any available information that documents the existence of a significant nexus between a relatively permanent tributary that is not perennial (and its adjacent wetlands if any) and a traditional navigable water, even though a significant nexus finding is not required as a matter of law.

If the waterbody⁴ is not an RPW, or a wetland directly abutting an RPW, a JD will require additional data to determine if the waterbody has a significant nexus with a TNW. If the tributary has adjacent wetlands, the significant nexus evaluation must consider the tributary in combination with all of its adjacent wetlands. This significant nexus evaluation that combines, for analytical purposes, the tributary and all of its adjacent wetlands is used whether the review area identified in the JD request is the tributary, or its adjacent wetlands, or both. If the JD covers a tributary with adjacent wetlands, complete Section III.B.1 for the tributary, Section III.B.2 for any onsite wetlands, and Section III.B.3 for all wetlands adjacent to that tributary, both onsite and offsite. The determination whether a significant nexus exists is determined in Section III.C below.

1. Characteristics of non-TNWs that flow directly or indirectly into TNW

(i) General Area Conditions:

Watershed size: # [Choose an item.](#)

Drainage area: # [Choose an item.](#)

Average annual rainfall: # inches

Average annual snowfall: # inches

(ii) Physical Characteristics:

(a) Relationship with TNW:

☐ Tributary flows directly into TNW.

☐ Tributary flows through [Choose an item.](#) tributaries before entering TNW.

Project waters are [Choose an item.](#) river miles from TNW.

Project waters are [Choose an item.](#) river miles from RPW.

Project waters are [Choose an item.](#) aerial (straight) miles from TNW.

Project waters are [Choose an item.](#) aerial (straight) miles from RPW.

Project waters cross or serve as state boundaries. Explain: [Click here to enter text.](#)

Identify flow route to TNW⁵: [Click here to enter text.](#)

Tributary stream order, if known: [Click here to enter text.](#)

(b) General Tributary Characteristics (check all that apply):

Tributary is: ☐ Natural

☐ Artificial (man-made). Explain: [Click here to enter text.](#)

☐ Manipulated (man-altered). Explain: [Click here to enter text.](#)

⁴ Note that the Instructional Guidebook contains additional information regarding swales, ditches, washes, and erosional features generally and in the arid West.

⁵ Flow route can be described by identifying, e.g., tributary a, which flows through the review area, to flow into tributary b, which then flows into TNW.

Tributary properties with respect to top of bank (estimate):

Average width: # feet

Average depth: # feet

Average side slopes: *Choose an item.*

Primary tributary substrate composition (check all that apply):

☐ Silts

☐ Sands

☐ Concrete

☐ Cobbles

☐ Gravel

☐ Muck

☐ Bedrock

☐ Vegetation. Type/% cover: *Click here to enter text.*

☐ Other. Explain: *Click here to enter text.*

Tributary condition/stability [e.g., highly eroding, sloughing banks]. Explain: *Click here to enter text.*

Presence of run/riffle/pool complexes. Explain: *Click here to enter text.*

Tributary geometry: *Choose an item.*

Tributary gradient (approximate average slope): #%

(c) Flow:

Tributary provides for: *Choose an item.*

Estimate average number of flow events in review area/year: *Choose an item.*

Describe flow regime: *Click here to enter text.*

Other information on duration and volume: *Click here to enter text.*

Surface flow is: *Choose an item.* Characteristics: *Click here to enter text.*

Subsurface flow: *Choose an item.* Explain findings: *Click here to enter text.*

☐ Dye (or other) test performed: *Click here to enter text.*

Tributary has (check all that apply):

☐ Bed and banks

☐ OHWM⁶ (check all indicators that apply):

☐ clear, natural line impressed on the bank ☐ the presence of litter and debris

☐ changes in the character of soil ☐ destruction of terrestrial vegetation

☐ shelving ☐ the presence of wrack line

☐ vegetation matted down, bent, or absent ☐ sediment sorting

☐ leaf litter disturbed or washed away ☐ scour

☐ sediment deposition ☐ multiple observed or predicted flow events

☐ water staining ☐ abrupt change in plant community *Click here to enter text.*

☐ other (list): *Click here to enter text.*

☐ Discontinuous OHWM.⁷ Explain: *Click here to enter text.*

If factors other than the OHWM were used to determine lateral extent of CWA jurisdiction (check all that apply):

☐ High Tide Line indicated by:

☐ Mean High Water Mark indicated by:

☐ oil or scum line along shore objects ☐ survey to available datum;

☐ fine shell or debris deposits (foreshore) ☐ physical markings;

☐ physical markings/characteristics ☐ vegetation lines/changes in vegetation types.

☐ tidal gauges

☐ other (list): *Click here to enter text.*

(iii) Chemical Characteristics:

Characterize tributary (e.g., water color is clear, discolored, oily film; water quality; general watershed characteristics, etc.).

Explain: *Click here to enter text.*

Identify specific pollutants, if known: *Click here to enter text.*

⁶A natural or man-made discontinuity in the OHWM does not necessarily sever jurisdiction (e.g., where the stream temporarily flows underground, or where the OHWM has been removed by development or agricultural practices). Where there is a break in the OHWM that is unrelated to the waterbody's flow regime (e.g., flow over a rock outcrop or through a culvert), the agencies will look for indicators of flow above and below the break.

⁷Ibid.

(iv) Biological Characteristics. Channel supports (check all that apply):

- ☐ Riparian corridor. Characteristics (type, average width): [Click here to enter text.](#)
- ☐ Wetland fringe. Characteristics: [Click here to enter text.](#)
- ☐ Habitat for:
 - ☐ Federally Listed species. Explain findings: [Click here to enter text.](#)
 - ☐ Fish/spawn areas. Explain findings: [Click here to enter text.](#)
 - ☐ Other environmentally-sensitive species. Explain findings: [Click here to enter text.](#)
 - ☐ Aquatic/wildlife diversity. Explain findings: [Click here to enter text.](#)

2. Characteristics of wetlands adjacent to non-TNW that flow directly or indirectly into TNW

(i) Physical Characteristics:

(a) General Wetland Characteristics:

Properties:

Wetland size: # acres

Wetland type. Explain: [Click here to enter text.](#)

Wetland quality. Explain: [Click here to enter text.](#)

Project wetlands cross or serve as state boundaries. Explain: [Click here to enter text.](#)

(b) General Flow Relationship with Non-TNW:

Flow is: [Choose an item.](#) Explain: [Click here to enter text.](#)

Surface flow is: [Choose an item.](#)

Characteristics: [Click here to enter text.](#)

Subsurface flow: [Choose an item.](#) Explain findings: [Click here to enter text.](#)

☐ Dye (or other) test performed: [Click here to enter text.](#)

(c) Wetland Adjacency Determination with Non-TNW:

☐ Directly abutting

☐ Not directly abutting

☐ Discrete wetland hydrologic connection. Explain: [Click here to enter text.](#)

☐ Ecological connection. Explain: [Click here to enter text.](#)

☐ Separated by berm/barrier. Explain: [Click here to enter text.](#)

(d) Proximity (Relationship) to TNW

Project wetlands are [Choose an item.](#) river miles from TNW.

Project waters are [Choose an item.](#) aerial (straight) miles from TNW.

Flow is from: [Choose an item.](#)

Estimate approximate location of wetland as within the [Choose an item.](#) floodplain.

(ii) Chemical Characteristics:

Characterize wetland system (e.g., water color is clear, brown, oil film on surface; water quality; general watershed characteristics; etc.). Explain: [Click here to enter text.](#)

Identify specific pollutants, if known: [Click here to enter text.](#)

(iii) Biological Characteristics. Wetland supports (check all that apply):

- ☐ Riparian buffer. Characteristics (type, average width): [Click here to enter text.](#)
- ☐ Vegetation type/percent cover. Explain: [Click here to enter text.](#)
- ☐ Habitat for:
 - ☐ Federally Listed species. Explain findings: [Click here to enter text.](#)
 - ☐ Fish/spawn areas. Explain findings: [Click here to enter text.](#)
 - ☐ Other environmentally-sensitive species. Explain findings: [Click here to enter text.](#)
 - ☐ Aquatic/wildlife diversity. Explain findings: [Click here to enter text.](#)

3. Characteristics of all wetlands adjacent to the tributary (if any)

All wetland(s) being considered in the cumulative analysis: [Choose an item.](#)

Approximately (#) acres in total are being considered in the cumulative analysis.

For each wetland, specify the following:

<u>Directly abuts? (Y/N)</u>	<u>Size (in acres)</u>	<u>Directly abuts? (Y/N)</u>	<u>Size (in acres)</u>
Y/N	#	Y/N	#
Y/N	#	Y/N	#
Y/N	#	Y/N	#
Y/N	#	Y/N	#

Summarize overall biological, chemical and physical functions being performed: [Click here to enter text.](#)

C. SIGNIFICANT NEXUS DETERMINATION

A significant nexus analysis will assess the flow characteristics and functions of the tributary itself and the functions performed by any wetlands adjacent to the tributary to determine if they significantly affect the chemical, physical, and biological integrity of a TNW. For each of the following situations, a significant nexus exists if the tributary, in combination with all of its adjacent wetlands, has more than a speculative or insubstantial effect on the chemical, physical and/or biological integrity of a TNW. Considerations when evaluating significant nexus include, but are not limited to the volume, duration, and frequency of the flow of water in the tributary and its proximity to a TNW, and the functions performed by the tributary and all its adjacent wetlands. It is not appropriate to determine significant nexus based solely on any specific threshold of distance (e.g. between a tributary and its adjacent wetland or between a tributary and the TNW). Similarly, the fact an adjacent wetland lies within or outside of a floodplain is not solely determinative of significant nexus.

Draw connections between the features documented and the effects on the TNW, as identified in the *Rapanos* Guidance and discussed in the Instructional Guidebook. Factors to consider include, for example:

- Does the tributary, in combination with its adjacent wetlands (if any), have the capacity to carry pollutants or flood waters to TNWs, or to reduce the amount of pollutants or flood waters reaching a TNW?
- Does the tributary, in combination with its adjacent wetlands (if any), provide habitat and lifecycle support functions for fish and other species, such as feeding, nesting, spawning, or rearing young for species that are present in the TNW?
- Does the tributary, in combination with its adjacent wetlands (if any), have the capacity to transfer nutrients and organic carbon that support downstream foodwebs?
- Does the tributary, in combination with its adjacent wetlands (if any), have other relationships to the physical, chemical, or biological integrity of the TNW?

Note: the above list of considerations is not inclusive and other functions observed or known to occur should be documented below:

1. **Significant nexus findings for non-RPW that has no adjacent wetlands and flows directly or indirectly into TNWs.** Explain findings of presence or absence of significant nexus below, based on the tributary itself, then go to Section III.D: [Click here to enter text.](#)
2. **Significant nexus findings for non-RPW and its adjacent wetlands, where the non-RPW flows directly or indirectly into TNWs.** Explain findings of presence or absence of significant nexus below, based on the tributary in combination with all of its adjacent wetlands, then go to Section III.D: [Click here to enter text.](#)
3. **Significant nexus findings for wetlands adjacent to an RPW but that do not directly abut the RPW.** Explain findings of presence or absence of significant nexus below, based on the tributary in combination with all of its adjacent wetlands, then go to Section III.D: [Click here to enter text.](#)

D. DETERMINATIONS OF JURISDICTIONAL FINDINGS. THE SUBJECT WATERS/WETLANDS ARE (CHECK ALL THAT APPLY):

1. **TNWs and Adjacent Wetlands.** Check all that apply and provide size estimates in review area:
 - ☐ TNWs: # linear feet # width (ft), Or, # acres.
 - ☐ Wetlands adjacent to TNWs: # acres.
2. **RPWs that flow directly or indirectly into TNWs.**
 - ☒ Tributaries of TNWs where tributaries typically flow year-round are jurisdictional. Provide data and rationale indicating that tributary is perennial: The Little Ottawa River is identified as a perennial stream on USGS NHD maps. Google aerial images show that the waterbody has always retained water perennially from pictures dating from 1988 to 2016.
 - ☐ Tributaries of TNW where tributaries have continuous flow "seasonally" (e.g., typically three months each year) are jurisdictional. Data supporting this conclusion is provided at Section III.B. Provide rationale indicating that tributary flows seasonally: [Click here to enter text.](#)

Provide estimates for jurisdictional waters in the review area (check all that apply):

- ☒ Tributary waters: 66 linear feet 35 width (ft).
 - ☐ Other non-wetland waters: # acres.
- Identify type(s) of waters: [Click here to enter text.](#)

3. Non-RPWs⁸ that flow directly or indirectly into TNWs.

- ☐ Waterbody that is not a TNW or an RPW, but flows directly or indirectly into a TNW, and it has a significant nexus with a TNW is jurisdictional. Data supporting this conclusion is provided at Section III.C.

Provide estimates for jurisdictional waters within the review area (check all that apply):

- ☐ Tributary waters: # linear feet # width (ft).

- ☐ Other non-wetland waters: # acres.

Identify type(s) of waters: [Click here to enter text.](#)

4. Wetlands directly abutting an RPW that flow directly or indirectly into TNWs.

- ☐ Wetlands directly abut RPW and thus are jurisdictional as adjacent wetlands.
- ☐ Wetlands directly abutting an RPW where tributaries typically flow year-round. Provide data and rationale indicating that tributary is perennial in Section III.D.2, above. Provide rationale indicating that wetland is directly abutting an RPW: [Click here to enter text.](#)
- ☐ Wetlands directly abutting an RPW where tributaries typically flow "seasonally." Provide data indicating that tributary is seasonal in Section III.B and rationale in Section III.D.2, above. Provide rationale indicating that wetland is directly abutting an RPW: [Click here to enter text.](#)

Provide acreage estimates for jurisdictional wetlands in the review area: # acres.

5. Wetlands adjacent to but not directly abutting an RPW that flow directly or indirectly into TNWs.

- ☐ Wetlands that do not directly abut an RPW, but when considered in combination with the tributary to which they are adjacent and with similarly situated adjacent wetlands, have a significant nexus with a TNW are jurisdictional. Data supporting this conclusion is provided at Section III.C.

Provide acreage estimates for jurisdictional wetlands in the review area: # acres.

6. Wetlands adjacent to non-RPWs that flow directly or indirectly into TNWs.

- ☐ Wetlands adjacent to such waters, and have when considered in combination with the tributary to which they are adjacent and with similarly situated adjacent wetlands, have a significant nexus with a TNW are jurisdictional. Data supporting this conclusion is provided at Section III.C.

Provide estimates for jurisdictional wetlands in the review area: # acres.

7. Impoundments of jurisdictional waters.⁹

As a general rule, the impoundment of a jurisdictional tributary remains jurisdictional.

- ☐ Demonstrate that impoundment was created from "waters of the U.S.," or
- ☐ Demonstrate that water meets the criteria for one of the categories presented above (1-6), or
- ☐ Demonstrate that water is isolated with a nexus to commerce (see E below).

E. ISOLATED [INTERSTATE OR INTRA-STATE] WATERS, INCLUDING ISOLATED WETLANDS, THE USE, DEGRADATION OR DESTRUCTION OF WHICH COULD AFFECT INTERSTATE COMMERCE, INCLUDING ANY SUCH WATERS (CHECK ALL THAT APPLY):¹⁰

- ☐ which are or could be used by interstate or foreign travelers for recreational or other purposes.
- ☐ from which fish or shellfish are or could be taken and sold in interstate or foreign commerce.
- ☐ which are or could be used for industrial purposes by industries in interstate commerce.
- ☐ Interstate isolated waters. Explain: [Click here to enter text.](#)
- ☐ Other factors. Explain: [Click here to enter text.](#)

Identify water body and summarize rationale supporting determination: [Click here to enter text.](#)

Provide estimates for jurisdictional waters in the review area (check all that apply):

- ☐ Tributary waters: # linear feet # width (ft).

- ☐ Other non-wetland waters: # acres.

Identify type(s) of waters: [Click here to enter text.](#)

- ☐ Wetlands: # acres.

⁸See Footnote # 3.

⁹To complete the analysis refer to the key in Section III.D.6 of the Instructional Guidebook.

¹⁰Prior to asserting or declining CWA jurisdiction based solely on this category, Corps Districts will elevate the action to Corps and EPA HQ for review consistent with the process described in the Corps/EPA Memorandum Regarding CWA Act Jurisdiction Following Rapanos.

F. NON-JURISDICTIONAL WATERS, INCLUDING WETLANDS (CHECK ALL THAT APPLY):

- ☐ If potential wetlands were assessed within the review area, these areas did not meet the criteria in the 1987 Corps of Engineers Wetland Delineation Manual and/or appropriate Regional Supplements.
- ☐ Review area included isolated waters with no substantial nexus to interstate (or foreign) commerce.
 - ☐ Prior to the Jan 2001 Supreme Court decision in “*SWANCC*,” the review area would have been regulated based solely on the “Migratory Bird Rule” (MBR).
- ☐ Waters do not meet the “Significant Nexus” standard, where such a finding is required for jurisdiction. Explain: [Click here to enter text.](#)
- ☐ Other: (explain, if not covered above): [Click here to enter text.](#)

Provide acreage estimates for non-jurisdictional waters in the review area, where the sole potential basis of jurisdiction is the MBR factors (i.e., presence of migratory birds, presence of endangered species, use of water for irrigated agriculture), using best professional judgment (check all that apply):

- ☐ Non-wetland waters (i.e., rivers, streams): # linear feet # width (ft).
- ☐ Lakes/ponds: # acres.
- ☐ Other non-wetland waters: # acres. List type of aquatic resource: [Click here to enter text.](#)
- ☐ Wetlands: # acres.

Provide acreage estimates for non-jurisdictional waters in the review area that do not meet the “Significant Nexus” standard, where such a finding is required for jurisdiction (check all that apply):

- ☐ Non-wetland waters (i.e., rivers, streams): # linear feet # width (ft).
- ☐ Lakes/ponds: # acres.
- ☐ Other non-wetland waters: # acres. List type of aquatic resource: [Click here to enter text.](#)
- ☐ Wetlands: # acres.

SECTION IV: DATA SOURCES.

A. SUPPORTING DATA. Data reviewed for JD (check all that apply - checked items shall be included in case file and, where checked and requested, appropriately reference sources below):

- ☒ Maps, plans, plots or plat submitted by or on behalf of the applicant/consultant: [Click here to enter text.](#)
- ☐ Data sheets prepared/submitted by or on behalf of the applicant/consultant.
 - ☐ Office concurs with data sheets/delineation report.
 - ☐ Office does not concur with data sheets/delineation report.
- ☐ Data sheets prepared by the Corps: [Click here to enter text.](#)
- ☐ Corps navigable waters’ study: [Click here to enter text.](#)
- ☒ U.S. Geological Survey Hydrologic Atlas: OH-Cridersville
 - ☒ USGS NHD data.
 - ☐ USGS 8 and 12 digit HUC maps.
- ☒ U.S. Geological Survey map(s). Cite scale & quad name: OH-Cridersville
- ☐ USDA Natural Resources Conservation Service Soil Survey. Citation: [Click here to enter text.](#)
- ☐ National wetlands inventory map(s). Cite name: [Click here to enter text.](#)
- ☐ State/Local wetland inventory map(s): [Click here to enter text.](#)
- ☐ FEMA/FIRM maps: [Click here to enter text.](#)
- ☐ 100-year Floodplain Elevation is: [Click here to enter text.](#) (National Geodetic Vertical Datum of 1929)
- ☒ Photographs: ☒ Aerial (Name & Date): Google 1988, 2004, 2005, April, July, Oct 2006, 2011, 2012, 2014, 2016
 - ☐ or ☐ Other (Name & Date): [Click here to enter text.](#)
- ☐ Previous determination(s). File no. and date of response letter: [Click here to enter text.](#)
- ☐ Applicable/supporting case law: [Click here to enter text.](#)
- ☐ Applicable/supporting scientific literature: [Click here to enter text.](#)
- ☐ Other information (please specify): [Click here to enter text.](#)

B. ADDITIONAL COMMENTS TO SUPPORT JD: [Click here to enter text.](#)

Aaron D. Smith

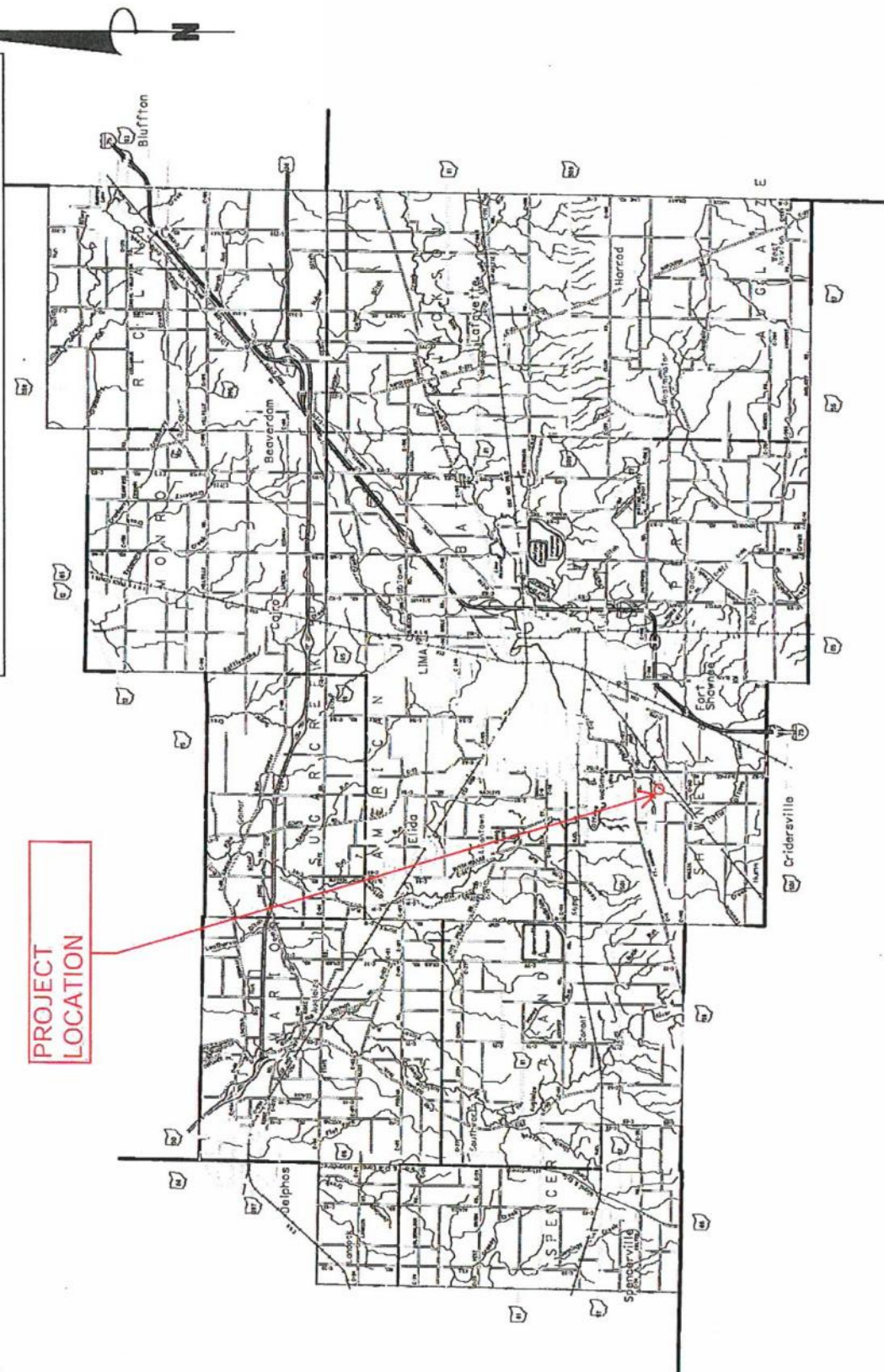
Aaron D. Smith
Project Manager

June 2, 2016

Date

Allen County Engineer Zurmley Road Bridge Replacement
 D/A Processing No: 2016-00467
 Allen County, Ohio Quad: Cridersville
 Sheet 1 of 2

PROJECT
 LOCATION



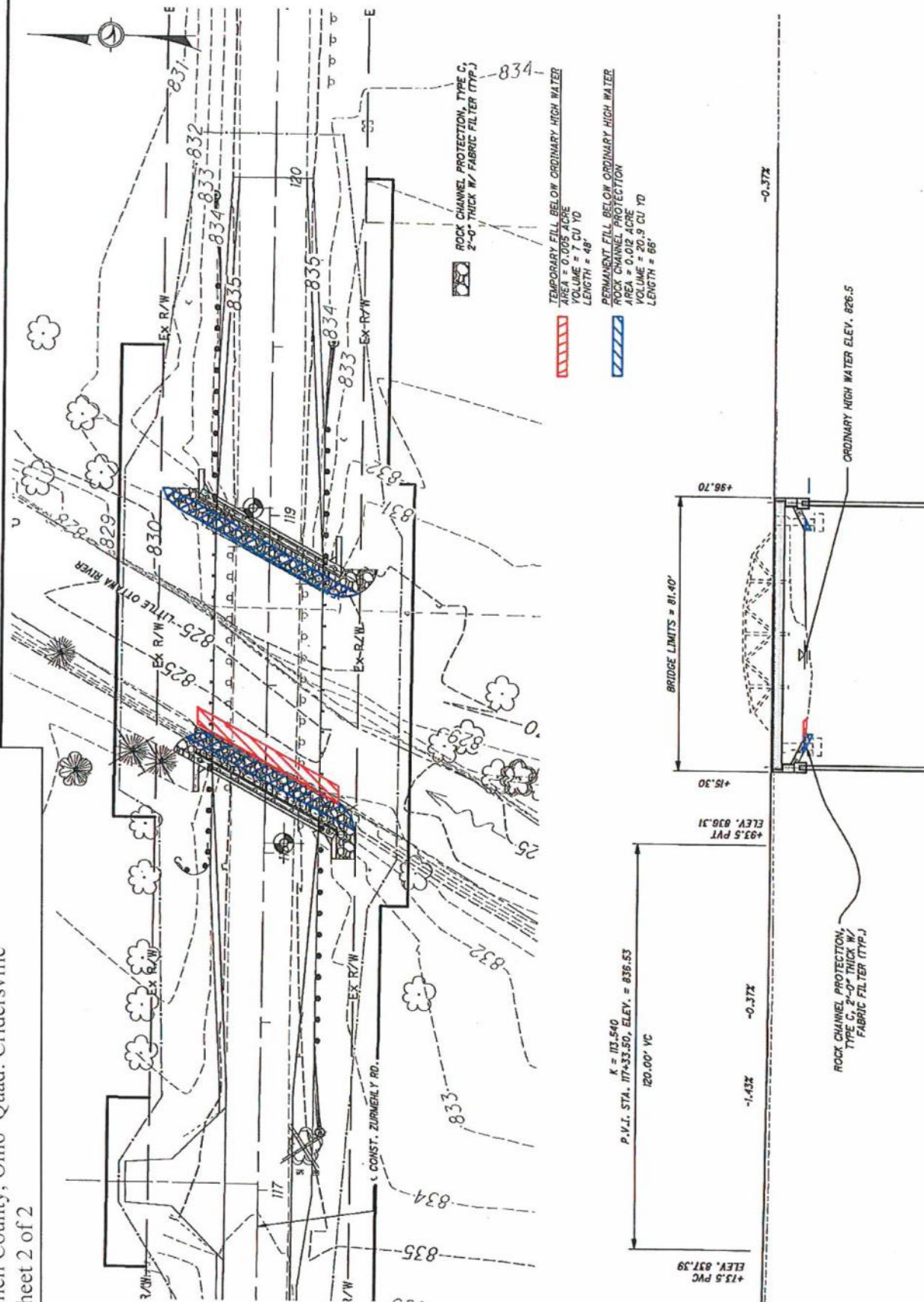
ALLEN COUNTY
 OHIO

ALL-TR 140-2.24 (ZURMEHLY RD) - ALLEN COUNTY ENGINEER, OHIO
 Allen County Engineer Zurmley Road Bridge Replacement
 D/A Processing No: 2016-00467
 Allen County, Ohio Quad: Cridersville
 Sheet 2 of 2

KOHL & KALHER ASSOCIATES, INC.
 ENGINEERS AND SURVEYORS
 22414th Highway, 13th Fl., Columbus, OH 43221-1135
 DESIGN AGENCY

FILL BELOW ORDINARY HIGH WATER
 BRIDGE NO. ALL-TR140-2.24
 OVER LITTLE OTTAWA RIVER

ALL-TR140-2.24
 (ZURMEHLY RD.)



ACTIVITIES AUTHORIZED BY 2012 NATIONWIDE PERMIT

3. **Maintenance.** (a) The repair, rehabilitation, or replacement of any previously authorized, currently serviceable structure, or fill, or of any currently serviceable structure or fill authorized by 33 CFR 330.3, provided that the structure or fill is not to be put to uses differing from those uses specified or contemplated for it in the original permit or the most recently authorized modification. Minor deviations in the structure's configuration or filled area, including those due to changes in materials, construction techniques, requirements of other regulatory agencies, or current construction codes or safety standards that are necessary to make the repair, rehabilitation, or replacement are authorized. Any stream channel modification is limited to the minimum necessary for the repair, rehabilitation, or replacement of the structure or fill; such modifications, including the removal of material from the stream channel, must be immediately adjacent to the project or within the boundaries of the structure or fill. This NWP also authorizes the repair, rehabilitation, or replacement of those structures or fills destroyed or damaged by storms, floods, fire or other discrete events, provided the repair, rehabilitation, or replacement is commenced, or is under contract to commence, within two years of the date of their destruction or damage. In cases of catastrophic events, such as hurricanes or tornadoes, this two-year limit may be waived by the district engineer, provided the permittee can demonstrate funding, contract, or other similar delays.

(b) This NWP also authorizes the removal of accumulated sediments and debris in the vicinity of existing structures (e.g., bridges, culverted road crossings, water intake structures, etc.) and/or the placement of new or additional riprap to protect the structure. The removal of sediment is limited to the minimum necessary to restore the waterway in the vicinity of the structure to the approximate dimensions that existed when the structure was built, but cannot extend farther than 200 feet in any direction from the structure. This 200 foot limit does not apply to maintenance dredging to remove accumulated sediments blocking or restricting outfall and intake structures or to maintenance dredging to remove accumulated sediments from canals associated with outfall and intake structures. All dredged or excavated materials must be deposited and retained in an area that has no waters of the United States unless otherwise specifically approved by the district engineer under separate authorization. The placement of new or additional riprap must be the minimum necessary to protect the structure or to ensure the safety of the structure. Any bank stabilization measures not directly associated with the structure will require a separate authorization from the district engineer.

(c) This NWP also authorizes temporary structures, fills, and work necessary to conduct the maintenance activity. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

(d) This NWP does not authorize maintenance dredging for the primary purpose of navigation. This NWP does not authorize beach restoration. This NWP does not authorize new stream channelization or stream relocation projects.

Notification: For activities authorized by paragraph (b) of this NWP, the permittee must submit a pre-construction notification to the district engineer prior to commencing the activity (see general condition 31). The pre-construction notification must include information regarding the original design capacities and configurations of the outfalls, intakes, small impoundments, and canals. (Sections 10 and 404)

Note: This NWP authorizes the repair, rehabilitation, or replacement of any previously authorized structure or fill that does not qualify for the Clean Water Act Section 404(f) exemption for maintenance.

Nationwide Permit 3 Specific Regional Conditions:

a. Notification in accordance with Nationwide Permit General Condition 31 and Regional General Condition 6 is required for the following activities:

- The use of any permanent vertical bulkhead. A vertical bulkhead is defined as any structure, or fill, with a vertical face. It may be constructed of timber, steel, concrete, etc;
- All activities in Section 10 waters within the Buffalo and Pittsburgh Districts of the Corps of Engineers. Notification is required for all activities in the Ohio River and the Muskingum River;
- For temporary structures, work, and discharges (including cofferdams) necessary for access fills or dewatering of construction sites occurring in wetlands, perennial streams, or Section 10 waters when the primary activity is otherwise authorized by the Corps of Engineers. The Notification must include a restoration plan showing how all temporary fills and structures will be removed and the area restored to pre-project conditions; and
- The use of vertical sheet piling and closed structures in the special habitat waters of Lake Erie (See Nationwide Permit General Condition 22 *Designated Critical Resource Waters*, and Regional General Condition (5f) for *Critical Resource Waters*.)

b. Any stream channel modification is limited to a distance of 50 feet upstream and 50 feet downstream of the structure.

c. The placement of any new rip-rap is limited to a total of 200 feet.

d. For projects located along the shorelines of Lake Erie, Sandusky Bay, and Maumee Bay, all sand and gravel located below the proposed project, both below and above Ordinary High Water (OHW) (573.4 feet IGLD 1985), will likely be required to be excavated down to clay or bedrock, and side cast into the nearshore area either immediately waterward or downdrift of the project area. It will be at the discretion of the District Engineer to determine whether the material located below the

authorized structure needs to be relocated, where it should be relocated to, and the appropriate authorization, if needed, for the relocation.

C. Nationwide Permit General Conditions

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR §§ 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR § 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. Navigation. (a) No activity may cause more than a minimal adverse effect on navigation.
(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.
(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.
2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species.
3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.
4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.
5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.
6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see Section 307 of the Clean Water Act).
7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.
8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.
9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization and storm water management activities, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).
10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.
11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.
12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow.
13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. No activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status. Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service).

17. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless Section 7 consultation addressing the effects of the proposed activity has been completed.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address ESA compliance for the NWP activity, or whether additional ESA consultation is necessary.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed work or that utilize the designated critical habitat that might be affected by the proposed work. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the project, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification the proposed activities will have "no effect" on listed species or critical habitat, or until Section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific regional endangered species conditions to the NWPs.

(e) Authorization of an activity by a NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the U.S. FWS or the NMFS, The Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the U.S. FWS and NMFS or their world wide web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.noaa.gov/fisheries.html> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for obtaining any "take" permits required under the U.S. Fish and Wildlife Service's regulations governing compliance with the Migratory Bird Treaty Act or the Bald and Golden Eagle Protection Act. The permittee should contact the appropriate local office of the U.S. Fish and Wildlife Service to determine if such "take" permits are required for a particular activity.

20. Historic Properties. (a) In cases where the district engineer determines that the activity may affect properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of Section 106 of the National Historic Preservation Act. Federal permittees must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will review the documentation and determine whether it is sufficient to address section 106 compliance for the NWP activity, or whether additional section 106 consultation is necessary.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the authorized activity may have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties may be affected by the proposed work or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of or potential for the presence of historic resources can be sought from the State Historic Preservation Officer or Tribal Historic Preservation Officer, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current

procedures for addressing the requirements of Section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted and these efforts, the district engineer shall determine whether the proposed activity has the potential to cause an effect on the historic properties. Where the non-Federal applicant has identified historic properties on which the activity may have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects or that consultation under Section 106 of the NHPA has been completed.

(d) The district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA Section 106 consultation is required. Section 106 consultation is not required when the Corps determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR §800.3(a)). If NHPA section 106 consultation is required and will occur, the district engineer will notify the non-Federal applicant that he or she cannot begin work until Section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (16 U.S.C. 470h-2(k)) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of Section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWP 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, and 38, notification is required in accordance with general condition 31, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that adverse effects on the aquatic environment are minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the adverse effects to the aquatic environment are minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse effects of the proposed activity are minimal, and provides a project-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in minimal adverse effects on the aquatic environment. Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in minimal adverse effects on the aquatic environment.

(2) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, wetland restoration should be the first compensatory mitigation option considered.

(3) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2)–(14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

(4) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

(5) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation, such as stream rehabilitation, enhancement, or preservation, to ensure that the activity results in minimal adverse effects on the aquatic environment.

(e) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWP. For example, if an NWP has an acreage limit of 1/2-acre, it cannot be used to authorize any project resulting in the loss of greater than 1/2-acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that a project already meeting the established acreage limits also satisfies the minimal impact requirement associated with the NWPs.

(f) Compensatory mitigation plans for projects in or near streams or other open waters will normally include a requirement for the restoration or establishment, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, riparian areas may be the only compensatory mitigation required. Riparian areas should consist of native species. The width of the required riparian area will address documented water quality or aquatic habitat loss concerns. Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to establish a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or establishing a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (e.g., riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(g) Permittees may propose the use of mitigation banks, in-lieu fee programs, or separate permittee-responsible mitigation. For activities resulting in the loss of marine or estuarine resources, permittee-responsible compensatory mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(h) Where certain functions and services of waters of the United States are permanently adversely affected, such as the conversion of a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse effects of the project to the minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA Section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

"When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below."

(Transferee)

(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized work was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the work and mitigation.

31. Pre-Construction Notification. (a) Timing. Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or in the vicinity of the project, or to notify the Corps pursuant to general condition 20 that the activity may have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or Section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) Contents of Pre-Construction Notification: The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed project;

(3) A description of the proposed project; the project's purpose; direct and indirect adverse environmental effects the project would cause, including the anticipated amount of loss of water of the United States expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity. The description should be sufficiently detailed to allow the district engineer to determine that the adverse effects of the project will be minimal and to determine the need for compensatory mitigation. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the project and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(4) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many waters of the United States. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(5) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse effects are minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(6) If any listed species or designated critical habitat might be affected or is in the vicinity of the project, or if the project is located in designated critical habitat, for non-Federal applicants the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed work or utilize the designated critical habitat that may be affected by the proposed work. Federal applicants must provide documentation demonstrating compliance with the Endangered Species Act; and

(7) For an activity that may affect a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, for non-Federal applicants the PCN must state which historic property may be affected by the proposed work or include a vicinity map indicating the location of the historic property. Federal applicants must provide documentation demonstrating compliance with Section 106 of the National Historic Preservation Act.

(c) Form of Pre-Construction Notification: The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is a PCN and must include all of the information required in paragraphs (b)(1) through (7) of this general condition. A letter containing the required information may also be used.

(d) Agency Coordination: (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the project's adverse environmental effects to a minimal level.

(2) For all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States, for NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of intermittent and ephemeral stream bed, and for all NWP 48 activities that require pre-construction notification, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (U.S. FWS, state natural resource or water quality agency, EPA, State Historic Preservation Officer (SHPO) or Tribal Historic Preservation Office (THPO), and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to telephone or fax the district engineer notice that they intend

to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWP, including the need for mitigation to ensure the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(3) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by Section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(4) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

D. District Engineer's Decision

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. For a linear project, this determination will include an evaluation of the individual crossings to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings authorized by NWP. If an applicant requests a waiver of the 300 linear foot limit on impacts to intermittent or ephemeral streams or of an otherwise applicable limit, as provided for in NWPs 13, 21, 29, 36, 39, 40, 42, 43, 44, 50, 51 or 52, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in minimal adverse effects. When making minimal effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

2. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for projects with smaller impacts. The district engineer will consider any proposed compensatory mitigation the applicant has included in the proposal in determining whether the net adverse environmental effects to the aquatic environment of the proposed activity are minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse effects on the aquatic environment are minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure no more than minimal adverse effects on the aquatic environment. If the net adverse effects of the project on the aquatic environment (after consideration of the compensatory mitigation proposal) are determined by the district engineer to be minimal, the district engineer will provide a timely written response to the applicant. The response will state that the project can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

3. If the district engineer determines that the adverse effects of the proposed work are more than minimal, then the district engineer will notify the applicant either: (a) That the project does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the project is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level; or (c) that the project is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse effects occur to the aquatic environment, the activity will be authorized within the 45-day PCN period, with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation or a requirement that the applicant submit a mitigation plan that would reduce the adverse effects on the aquatic environment to the minimal level. When mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

E. Regional General Conditions

1. Nationwide Permits shall not authorize any activity which impacts bogs and/or fens.
2. No Nationwide permit may be used in Lake Erie for purposes of diverting water from the Great Lakes.

3. Nationwide Permits shall not authorize any activity which will trap littoral material and interrupt littoral transport within Lake Erie, Sandusky Bay, and Maumee Bay.

4. **ODNR In-Water Work Exclusion Dates:** Any work associated with a Nationwide permit cannot take place during the restricted period of the following ODNR, Division of Wildlife Statewide In-Water Work Restrictions unless the applicant notifies the District Engineer in accordance with Nationwide Permit General Condition 31 and receives written approval from the Corps:

<u>Location</u>	<u>Restricted Period</u>
Salmonid streams ¹	9/15 – 6/30
Percid streams ²	3/15 – 6/30
Other streams ³	4/15 – 6/30

1. **Arcola Creek** (entire reach), **Ashtabula River** (Hadlock Rd. to mouth), **Ashtabula Harbor**, **Aurora Branch** of the Chagrin River (RM 0.38 to mouth), **Big Creek** ((Grand River drainage basin) Girdled Road to mouth), **Chagrin River** (Chagrin Falls to mouth), **Cold Creek** (entire reach), **Conneaut Creek** (entire reach), **Conneaut Harbor**, **Corporation Creek** ((Chagrin River RM 0.27) entire reach), **Cowles Creek** (entire reach), **Ellison Creek** ((Grand River drainage basin) entire reach), **Euclid Creek** (entire reach), **Grand River** (to dam at Harpersfield Covered Bridge Park just upstream of the S.R. 534 bridge to mouth)/**Fairport Harbor**, **Gulley Brook** ((Chagrin River RM 5.54) entire reach), **Indian Creek** (entire reach), **Kellogg Creek** (Grand River drainage basin) entire reach), **Mill Creek** ((Grand River drainage basin) entire reach), **Paine Creek** ((Grand River drainage basin) from Paine Falls to mouth), **Rocky River** (Cedar Point Rd. (East Branch/West Branch confluence) to mouth), **Smokey Run** ((Conneaut Creek RM 3.5) entire reach), **Turkey Creek** (entire reach), **Vermilion River** (dam at Wakeman upstream of the S.R. 20/60 bridge to mouth), **Ward Creek** ((Chagrin River RM 1.0) entire reach), **Wheeler Creek** (entire reach), **Whitman Creek** (entire reach).

2. **Cuyahoga River** (dam below the S.R. 82 bridge east of Brecksville (Chippewa Rd.) to mouth), **Great Miami River** (dam south of New Baltimore to mouth), **Hocking River** (lower section), **Huron River** (from the East Branch/West Branch confluence to Lake Erie), **Little Miami River** (lower section), **Maumee River** (split dam at Mary Jane Thurston State Park and Providence Park in Grand Rapids to mouth), **Maumee Bay**, **Muskingum River** (to Devola Dam No. 2 off S.R. 60 north of Marietta to mouth), **Ohio River** (entire reach), **Portage River** (entire reach), **Sandusky River** (to Ballville Dam off River Road in Fremont to mouth), **Sandusky Bay**, **Scioto River** (lower section), **Toussaint River** (entire reach).

3. **Class 3 primary headwater streams** (watershed ≤ 1 mi²), **EWI, CWH, WWH**, or streams with **T&E species**. Includes **Lake Erie & bays** not listed above. Special conditions (such as occurrence of T&E species) may mandate local variation of restrictions.

Note: This condition does not apply to Ohio Department of Transportation projects that are covered under the "Memorandum of Agreement between Ohio Department of Transportation, Federal Highway Administration, Ohio Department of Natural Resources, and United States Fish and Wildlife Service For Interagency Coordination For Highway Projects Which Involve Stream Crossings, Bank Stabilization, and/or Minor Wetland Fills.

5. **Waters of Special Concern:** The applicant must notify the District Engineer in accordance with Nationwide Permit General Condition 31 and Regional General Condition 6 for activities in the following resources:

a. **Category 3 Wetlands:** Notification is required for all temporary or permanent impacts to Category 3 wetlands as determined through use of the latest approved version of Ohio EPA's Ohio Rapid Assessment Method (ORAM) for wetland evaluation **long form**.

b. **Ohio Stream Designations:**

Notification is required for all temporary or permanent impacts to Exceptional Warmwater Habitat, Cold Water Habitat, Seasonal Salmonid, or any equivalent designation; or water bodies with an antidegradation category of Superior High Quality Water, Outstanding National Resource Water, or Outstanding State Waters as determined by Ohio EPA except for NWP 1, 2, 3, 9, 10, 11, 27, 28, 32, and 35 or maintenance activities covered under NWPs 7 and 12. The current list of these streams can be found on the Ohio EPA web-site at: http://www.epa.ohio.gov/dsw/rules/3745_1.aspx. You should look for these designations under the aquatic life use of the stream within its basin and under the "Anti-deg Rule #05."

c. **State Wild and Scenic Rivers:** Notification is required for all activities in State Wild and Scenic Rivers. The following are **State Wild and Scenic Rivers**:

The Ashtabula River

- The Ashtabula River from the confluence of the East Branch and West Branch of the Ashtabula River at river mile 27.54, downstream to the East 24th Street bridge crossing at river mile 2.3.
- The East Branch of the Ashtabula River from Pennline Fen at river mile 12.0, downstream to the mouth of the East Branch at river mile 0.0.
- The West Branch of the Ashtabula River from the North Richmond Road (Co. Rd. 302) bridge crossing at river mile 9.05, downstream to the mouth of the West Branch at river mile 0.0.
- Miles designated (approximate): Scenic 46

Big and Little Darby Creeks

- Big Darby Creek from the Champaign/Union County line downstream to the U.S. Rt. 40 bridge, from the northern boundary of Battelle-Darby Creek Metro Park to the confluence with the Little Darby Creek downstream to the Scioto River.
- Little Darby Creek from the Lafayette-Plain City Road bridge downstream to the confluence with Big Darby Creek.
- Miles designated (approximate): 84

Chagrin River

- Aurora Branch from St. Rt. 82 bridge downstream to confluence with the Chagrin River.
- Chagrin River from confluence with Aurora Branch downstream to U.S. Rt. 6 bridge.
- Chagrin River from Woodiebrook Road bridge crossing downstream to the confluence with Aurora Branch of the Chagrin River in Bentleyville.
- East Branch from Heath Road bridge downstream to confluence with the Chagrin River.
- Miles designated (approximate): Scenic 71

Conneaut Creek

- *Scenic Segment*: Creek Road bridge crossing to the Penn Central Railroad bridge crossing at river mile 2.0 in Conneaut.
- *Wild Segment*: Ohio/Pennsylvania border at river mile 23.83 to the Creek Road bridge crossing at river mile 7.39.
- Miles designated (approximate): Scenic 5.39, Wild 16.44, Total 21.83

Grand River

- *Wild segment* - from Harpersfield covered bridge downstream to Norfolk and Western Railroad trestle south of Painesville.
- *Scenic segment* - from U.S. Rt. 322 bridge in Ashtabula County downstream to Harpersfield covered bridge.
- Miles designated (approximate): Scenic 33, Wild 23, Total 56

Kokosing River

- Kokosing River from Knox/Morrow County line to confluence with Mohican River.
- North Branch of Kokosing from confluence with East Branch downstream to confluence with main stem.
- Miles designated (approximate): 48

Little Beaver Creek

- *Wild segments* - **West Fork** from 1/4 mile downstream from Twp. Rd. 914 to confluence with Middle Fork. **North Fork** from Twp. Rd. 952 to confluence with Little Beaver Creek. **Little Beaver Creek** from confluence of West and Middle Forks downstream to 3/4 mile north of Grimm's Bridge.
- *Scenic segments* - **North Fork** from Ohio-Pennsylvania line downstream to Jackman Road. **Middle Fork** from Elkton Road. (Twp. Rd. 901) downstream to confluence with West Fork. **Little Beaver Creek** from 3/4 mile north of Grimm's Bridge downstream to the Ohio-Pennsylvania line.
- Miles designated (approximate): Wild 20, Scenic 16, Total 36

Little Miami River

- Clermont County line at Loveland to headwaters, including North Fork, Clermont County line at Loveland to confluence with East Fork and from the confluence with East Fork to Ohio River.
- Miles designated (approximate): 105

Maumee River

- *Scenic segment* - Ohio-Indiana line to St. Rt. 24 bridge west of Defiance.
- *Recreational segment* - St. Rt. 24 bridge west of Defiance to U.S. Rt. 25 bridge near Perrysburg.
- Miles designated (approximate): Scenic 43, Recreational 53

Mohican River

- The entire main stem of the Mohican River from the confluence of the Clear Fork to the confluence with the Kokosing State Scenic River.
- The Clear Fork of the Mohican River from the base of the Pleasant Hill Dam to the confluence with the Black Fork of the Mohican River.
- Miles designated (approximate): 32.3

Olentangy River

- Delaware Dam to Old Wilson Bridge Road in Worthington.
- Miles designated (approximate): 22

Sandusky River

- U.S. Rt. 30 in Upper Sandusky to Roger Young Memorial Park in Fremont.
- Miles designated (approximate): 65

Stillwater River System

- *Recreational segment* - Englewood dam to confluence with Great Miami River.
- *Scenic segments* - Stillwater River from Riffle Road bridge in Darke County to Englewood dam.
- Greenville Creek from the Ohio-Indiana state line to the confluence with the Stillwater.
- Miles designated (approximate): Scenic 83, Recreational 10

Upper Cuyahoga River

- Troy-Burton Township line in Geauga County to St. Rt. 14.
- Miles designated (approximate): Scenic 25

d. National Wild and Scenic Rivers: Notification is required for all work in components of the National Wild and Scenic River System. The following are components of the **National Wild and Scenic River System**:

Big and Little Darby Creeks (National Wild and Scenic River System):

- Big Darby Creek from Champaign-Union County line downstream to the Conrail railroad trestle and from the confluence with the Little Darby Creek downstream to the Scioto River.
- Little Darby Creek from the Lafayette-Plain City Road bridge downstream to within 0.8 mile from the confluence with Big Darby Creek.
- Total designation is approximately 82 miles.

Little Beaver Creek (National Wild and Scenic River System):

- Little Beaver Creek main stem, from the confluence of West Fork with Middle Fork near Williamsport to mouth.
- North Fork from confluence of Brush Run and North Fork to confluence of North Fork with main stem at Fredericktown.
- Middle Fork from vicinity of Co. Rd. 901 (Elkton Road) bridge crossing to confluence of Middle Fork with West Fork near Williamsport.
- West Fork from vicinity of Co. Rd. 914 (Y-Camp Road) bridge crossing east to confluence of West Fork with Middle Fork near Williamsport.
- Total designation is 33 miles.

Little Miami (National Wild and Scenic River System)

- Little Miami River - St. Rt. 72 at Clifton to the Ohio River
- Caesar Creek: lower two miles of Caesars Creek.
- Total designation is 94 miles.

e. Endangered Species: Due to the potential presence of Federally threatened or endangered species or their habitats, Notification is required for all work in the following waterway or township of the corresponding county:

County	Waterway	Township
Adams	Ohio Brush Creek, Ohio River, Scioto Brush Creek, South Fork Scioto Brush Creek, West Fork Ohio Brush Creek	
Allen	Auglaize River, Cranberry Creek, Ottawa River, Riley Creek, Sugar Creek	
Ashtabula	Grand River, Pymatuning Creek	
Athens	Ohio River	
Auglaize	Auglaize River, Pusheta Creek, St. Marys River	
Belmont	Ohio River	
Brown	Eagle Creek, East Fork Eagle Creek, East Fork Little Miami River, East Fork Whiteoak Creek, Ohio River, Straight Creek, West Fork Eagle Creek, Whiteoak Creek	
Butler	Dicks Creek, Dry Fork Whitewater River, Elk Creek, Four Mile Creek, Great Miami River, Indian Creek, Sevenmile Creek	
Champaign	Chapman Creek, Kings Creek, Mad River, Nettle Creek	
Clark	Beaver Creek, Chapman Creek, Honey Creek, Little Miami River, Mad River, Mud Run	Bethel

Clermont	East Fork Little Miami River, Indian Creek, Little Miami River, O'Bannon Creek, Ohio River, Stonelick Creek	
Clinton	Anderson Fork, Cowan Creek, Little East Fork, Rattlesnake Creek, Todd Fork Little Miami River	
Columbiana	Ohio River	
Coshocton	Doughty Creek, Killbuck Creek, Kokosing River, Mill Creek, Mohican River, Muskingum River, Tuscarawas River, Wakatomika Creek, Walhonding River, White Eyes Creek, Wills Creek	
Crawford	Broken Sword Creek, Olentangy River, Sandusky River, Sycamore Creek	
Darke	Greenmile Creek, Painter Creek, Stillwater River, Swamp Creek, West Branch Greenmile Creek	
Defiance	Auglaize River, Gordon Creek, Lick Creek, Lost Creek, Maumee River, Mud Creek, North Powell Creek, South Powell Creek, St. Joseph River, Tiffin River	Milford
Delaware	Alum Creek, Big Walnut Creek, Bokes Creek, Mill Creek, Olentangy River, Scioto River, Whetstone Creek	
Fairfield	Clear Creek, Hocking River, Rush Creek, Salt Creek, Walnut Creek	
Fayette	Compton Creek, Deer Creek, East Fork Paint Creek, North Fork Compton Creek, Paint Creek, Rattlesnake Creek, Sugar Creek	
Franklin	Alum Creek, Big Darby Creek, Big Walnut Creek, Blacklick Creek, Hellbranch Run, Little Darby Creek, Olentangy River, Scioto River, Walnut Creek	
Fulton	Bad Creek, Brush Creek, Mill Creek, Swan Creek, Tenmile Creek, Tiffin River	
Gallia	Ohio River	
Greene	Caesar Creek, Little Miami River, Mad River, Massies Creek, Mud Run	
Hamilton	Dry Fork Whitewater River, Great Miami River, Mill Creek, Ohio River, West Fork Mill Creek, Whitewater River	
Hancock	Blanchard River, Eagle Creek, Ottawa Creek, Riley Creek	
Hardin	Blanchard River, Ottawa River, Panther Creek, Scioto River, Taylor Creek	Blanchard, Jackson
Henry	Bad Creek, Beaver Creek, Brush Creek, Lost Creek, Maumee River, South Turkeyfoot Creek, Turkeyfoot Creek	
Highland	Baker Fork, East Fork Little Miami River, East Fork Whiteoak Creek, Lees Creek, Paint Creek, Rattlesnake Creek, Rocky Fork, Whiteoak Creek	
Holmes		Prairie
Jefferson	Ohio River	
Lake	Grand River	
Lawrence	Ohio River	
Logan	Cherokee Mans Run, Great Miami River, Mad River,, Mill Creek, Muchinippi Creek, Rush Creek, Stoney Creek	
Lucas	Maumee River, Swan Creek, Tenmile Creek	Jerusalem
Madison	Big Darby Creek, Bradford Creek, Deer Creek, Little Darby Creek, Paint Creek, Spring Fork, Walnut Run	
Marion	Little Scioto River, Mud Run, Olentangy River, Rush Creek, Scioto River, Tymochtee Creek	
Meigs	Ohio River	
Mercer	Beaver Creek, Black Creek, Burntwood Creek, Chickasaw Creek, Goldwater, Little Beaver Creek, Little Black Creek, Mile Creek, St. Marys River, Twelvemile Creek, Wabash River	

Miami	Great Miami River, Greenville Creek, Honey Creek, Lost Creek, Ludlow Creek, Painter Creek, Spring Creek, Stillwater River	
Monroe	Ohio River	
Montgomery	Great Miami River, Little Bear Creek, Mad River, Stillwater River, Twin Creek, Wolf Creek	
Morgan	Muskingum River	
Morrow	Alum Creek, Big Walnut Creek, Kokosing River, Olentangy River, Shaw Creek, Whetstone Creek	
Muskingum	Muskingum River	
Ottawa	Cedar Creek, Crane Creek, Muddy Creek, Nine Mile Creek, Packer Creek, Portage River, Sugar Creek, Terwilegars Pond, Toussaint Creek, Turtle Creek, Wolf Creek	
Paulding	Auglaize River, Blue Creek, Dog Creek, Flatrock Creek, Gordon Creek, Hagerman Creek, Hoaglin Creek, Little Auglaize River, Maddox Creek, Maumee River, Prairie Creek, Town Creek	
Pickaway	Big Darby Creek, Big Walnut Creek, Deer Creek, Scioto River, Scippo Creek, Walnut Creek	
Pike	Beaver Creek, Crooked Creek, Peepee Creek, Scioto River, Sunfish Creek	
Portage		Aurora
Preble	Bantas Fork, Four Mile Creek, Price Creek, Sevenmile Creek, Twin Creek	
Putnam	Auglaize River, Blanchard River, Cranberry Creek, Little Auglaize River, North Powell Creek, Ottawa River, Plum Creek, Riley Creek, South Powell Creek, Sugar Creek	
Ross	Buckskin Creek, Deer Creek, Kinnikinnick Creek, Little Salt Creek, North Fork Paint Creek, Paint Creek, Pigeon Creek, Salt Creek, Scioto River, Walnut Creek	
Sandusky	East Branch Sandusky River, Green Creek, Little Muddy Creek, Muddy Creek, Muskellunge Creek, Nine Mile Creek, Pickerel Creek, Portage River, Sandusky River, South Creek, Sugar Creek, Toussaint Creek, Wolf Creek (Portage River), Wolf Creek (Sandusky River)	Riley
Scioto	Little Scioto River, Ohio River, Pine Creek, Rocky Fork, Scioto Brush Creek, Scioto River, South Fork Scioto Brush Creek, Turkey Creek	Rush, Union
Seneca	East Branch Sandusky River, Green Creek, Honey Creek, Rock Creek, Sandusky River, Wolf Creek	
Shelby	Great Miami River, Leatherwood Creek, Loramie Creek, Mile Creek, Mosquito Creek	
Trumbull	Grand River, Pymatuning Creek	
Union	Big Darby Creek, Bokes Creek, Little Darby Creek, Mill Creek, Rush Creek	
Van Wert	Black Creek, Blue Creek, Dog Creek, Hagerman Creek, Hoaglin Creek, Little Auglaize River, Maddox Creek, St. Marys River, Town Creek	
Warren	Clear Creek, Great Miami River, Little Miami River, Todd Fork	
Washington	Muskingum River, Ohio River	
Wayne		Clinton, Wooster
Williams	Bear Creek, Brush Creek, Clear Fork, Eagle Creek, East Branch St. Joseph River, Fish Creek, Lick Creek, Mill Creek, Nettle Creek, St. Joseph River, Tiffin River, West Branch St. Joseph River	Bridgewater, Center, Florence, Jefferson, Madison, Northwest, St. Joseph, Superior

Wood	Beaver Creek, Brush Creek, Bull Creek, Cedar Creek, Crane Creek, Cutoff Ditch, East Branch Portage River, Maumee River, Middle Branch Portage River, Portage River, Rocky Ford, South Branch Portage River, Toussaint Creek	
Wyandot	Broken Sword Creek, Sandusky River, Sycamore Creek, Tymochtee Creek	

Note: As mentioned in General Condition 18-*Endangered Species*, Federal Agencies should follow their own procedures for complying with the requirements of the ESA. Federal applicants must provide the District Engineer with the appropriate documentation to demonstrate compliance with those requirements.

f. Critical Resource Waters: Notification is required for all work in Critical Resource Waters. The following are designated as Critical Resource Waters:

- Special habitat waters of Lake Erie including the shoreline, off shore islands, rock outcrops, and adjacent waters within the boundaries defined as 82° 22' 30" West Longitude, 83° 07' 30" West Longitude, 41° 33' 00" North Latitude, and 42° 00' 00" North Latitude.
- In Ohio, two areas have been designated critical habitat for the piping plover (*Charadrius melodus*) and are defined as lands 0.62 miles inland from normal high water line. Unit OH-1 extends from the mouth of Sawmill Creek to the western property boundary of Sheldon Marsh State Natural Area, Erie County, encompassing approximately 2.0 miles. Unit OH-2 extends from the eastern boundary line of Headland Dunes Nature Preserve to the western boundary of the Nature Preserve and Headland Dunes State Park, Lake County, encompassing approximately 0.5 mile.

g. Oak Openings: Notification is required for all activities conducted in the Oak Openings Region of Northwest Ohio located in Lucas, Henry, and Fulton counties. For a map of the Oak Openings Region, visit <http://www.oakopen.org/maps/>.

6. Notification Submittals: In addition to the information required under Nationwide Permit General Condition 31, the following information is needed for all Notifications:

a. Drawings: The Notification must include project drawings on 8 1/2" x 11" paper. The illustrations must clearly depict the project boundaries and include all known elements and phases of the proposed work. Three types of illustrations are needed to properly depict the work to be undertaken. These illustrations or drawings are identified as a Vicinity Map (i.e. a location map such as a USGS topographical map), a Plan View and a Typical Cross-Section. Each illustration should identify the project, the applicant, and the type of illustration (vicinity map, plan view or cross-section). In addition, each illustration should be identified with a figure or attachment number.

b. United States Fish & Wildlife Service (USFWS): Prior to submitting notifications, it is recommended that the applicant contact the USFWS, Ohio Ecological Services Field Office by phone at (614) 416-8993, by e-mail at ohio@fws.gov, through their website at <http://www.fws.gov/midwest/ohio>, or by writing to 625 Morse Road, Suite 104, Columbus, OH 43230. The USFWS can provide information to assist in complying with Nationwide Permit General Condition 18 pertaining to endangered species and Nationwide Permit General Condition 19 pertaining to migratory birds and bald and golden eagles. The USFWS can also provide project recommendations specific to Federal Candidate species and the bald eagle (*Haliaeetus leucocephalus*). Federal Candidate species are those for which the USFWS has sufficient information to propose them as endangered or threatened under the Endangered Species Act (ESA), but for which a listing proposal is precluded by other higher priority listing activities. Information regarding Federal Candidate species can be found at: <http://www.fws.gov/midwest/endangered/section7/s7process/index.html>.

Bald Eagle: Applicants must ensure that activities associated with Nationwide Permits do not result in unpermitted take of bald eagles (*Haliaeetus leucocephalus*) under the Bald and Golden Eagle Protection Act and Migratory Bird Treaty Act. Information regarding activities that may result in take of bald eagles, thus requiring a permit from the USFWS under the Act, can be found at <http://www.fws.gov/midwest/MidwestBird/EaglePermits/index.html>. Applicants should determine whether a bald eagle nest is located near a permitted activity by contacting the U.S. Fish and Wildlife Service, Ohio Ecological Services Field Office, 4625 Morse Road, Suite 104, Columbus, Ohio 43230, phone: 614-416-8993, <http://www.fws.gov/midwest/Ohio/>.

All relevant information obtained from the USFWS should be submitted with the Notification.

c. Cultural Resources: The Notification must provide justified conclusions concerning whether or not the proposed activity could affect any historic properties listed, determined to be eligible, or which you have reason to believe may be eligible, for listing on the National Register of Historic Places. This data shall be utilized by the Corps to determine if the proposed activity has the potential to affect historic properties. Be advised that further effort may be required to take into account the effects the proposed activity may have on historic properties, as required by the National Historic Preservation Act of 1966. To ensure compliance with Nationwide Permit General Condition 20, the following basic project information is needed:

- 1) A detailed description of the project site in its current condition (i.e. prior to construction activities) including information on the terrain and topography of the project site, the acreage of the project site, the proximity of the project site

to major waterways, and any known disturbances within the project site. Photographs, keyed to mapping, are also needed which show the site conditions and all buildings or structures both within the project site and on adjacent parcels.

2) A detailed description of past land uses in the project site. Particular attention should be given to past activities pertinent to the potential for historic properties to exist in the project area. Photographs and maps supporting past land uses should be provided as available.

- 3) A detailed description of the construction activities proposed to take place on the project site and a comparison of how the site will look after completion of the project compared to how it looked before the project.
- 4) Information regarding any past cultural resource studies or coordination pertinent to the project area, if available.
- 5) Any other data the applicant deems pertinent.

The applicant is encouraged to consult with professionals meeting the Professional Qualification Standards as set forth in the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation* (48 FR 44716) during this data gathering process. These professionals can assist with compiling the basic project information discussed above and should provide recommendations as to whether or not the proposed project has the potential to affect historic properties and if further effort is required or not required to identify historic properties or assess potential effects to historic properties. These professionals can also compile basic preliminary review information to submit to the District Engineer. A preliminary resource review encompasses a search radius of 2 miles, centered on the project area, and consists of the following resources:

- 1) OHPO United States Geological Survey (USGS) 7.5' series topographic maps;
- 2) Ohio Archaeological Inventory (OAI) files;
- 3) Ohio Historic Inventory files (OHI);
- 4) OHPO Cultural Resources Management (CRM)/contract archaeology files;
- 5) National Register of Historic Places (NRHP) files including Historic Districts; and
- 6) County atlases, histories and historic USGS 15' series topographic map(s).

As an alternative to submitting the information described above, the applicant may choose to complete the Ohio Historic Preservation Office Section 106 Review Project Summary Form or request comments from the Ohio Historic Preservation Office and District Engineer on specific requirements appropriate to the particular circumstances of the project. Similarly, the applicant may choose to hire someone meeting the Professional Qualification Standards as set forth in the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation* (48 FR 44716) to conduct what they recommend to be appropriate historic property identification efforts (e.g. archeological survey and/or historic structure inventories) to expedite the review process. Be advised, undertaking identification efforts prior to consideration of the potential of the proposed activity to affect historic properties by the Corps is not without risk. It is possible that previous efforts could be determined insufficient or even potentially unnecessary once reviewed by the Corps and other consulting parties.

Upon receipt and review of the information listed above, the Corps will evaluate the submittal. If the Corps determines the proposed activity has the potential to cause effects to a historic property, the Corps will seek consulting parties. In consultation with those parties, the Corps will scope appropriate historic property identification efforts and take into account the effect of the proposed activity on historic properties.

d. National Wild and Scenic Rivers: Prior to submitting Notifications for work in a National Wild and Scenic River System, it is recommended that the applicant contact the National Park Service Regional Wild and Scenic Rivers Specialist, at the Midwest Regional Office, 601 Riverfront Drive, Omaha, Nebraska 68102, for assistance in complying with Nationwide Permit General Condition 16.

e. 401 Water Quality Certification: For activities that result in between 1/10 and 1/2 acre of loss of waters of the U.S., **two copies** of the Notification must be submitted. In order to determine if a project meets the terms and conditions of Ohio EPA's 401 water quality certification the following additional information must be submitted:

- 1) To determine the quality of the wetlands on the site, all wetland delineations must include the latest approved version of the Ohio Rapid Assessment Method (ORAM) for wetland evaluation **long form**; and
- 2) Photographs of all the waterbodies.

Prior to submitting Notifications, the applicant may contact Ohio EPA, Division of Surface Water by writing to (614) 644-2001 at P.O. Box 1049, Columbus, Ohio 43216-1049 and request verification of the ORAM score of the wetlands on the site to expedite the permit process. All relevant information obtained from Ohio EPA should be submitted with the Notification.

f. Agency Coordination: In an effort to expedite full agency permit review, it is requested that the applicant submit five (5) copies of the Notification package when the Notification requires full agency coordination in accordance with Nationwide Permit General Condition 31 (d)(2). Applicants are encouraged to submit this information in electronic format as CDs, in order to minimize the use of paper.

g. Floodplain Coordination: All Notifications must include a copy of the applicable FIRM map. You can get a FIRMette free from: <http://www.msc.fema.gov>. From this page select the "Product Catalog" tab at the top. Then select "Effective FIRMs /FHBMs". The choices allow you to select a state and county. Then you follow the instructions to create a FIRMette. In addition, from the same web-site, you can obtain a FIRMette for a specific address. From <http://www.msc.fema.gov> conduct a "Product Search" for "Public Flood Map" and then follow the instructions to create a FIRMette.

Note 1: In circumstances where there is another lead Federal agency with set procedures for addressing Endangered Species, Cultural Resources, and National Wild and Scenic River Coordination, the applicant can submit documentation showing the coordination has already been completed instead of submitting the additional Notification information requested above.

Note 2: Nationwide Permit General Condition 31 requires the applicant to include a delineation of special aquatic sites and all other waters of the U.S. on the project site. Special aquatic sites include sanctuaries and refuges, wetlands, mudflats, vegetated shallows, coral reefs, and riffle and pool complexes.

F. Definitions

Best management practices (BMPs): Policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

Compensatory mitigation: The restoration (re-establishment or rehabilitation), establishment (creation), enhancement, and/or in certain circumstances preservation of aquatic resources for the purposes of offsetting unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization has been achieved.

Currently serviceable: Useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

Direct effects: Effects that are caused by the activity and occur at the same time and place.

Discharge: The term "discharge" means any discharge of dredged or fill material.

Enhancement: The manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s), but may also lead to a decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

Ephemeral stream: An ephemeral stream has flowing water only during, and for a short duration after, precipitation events in a typical year. Ephemeral stream beds are located above the water table year-round. Groundwater is not a source of water for the stream. Runoff from rainfall is the primary source of water for stream flow.

Establishment (creation): The manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results in a gain in aquatic resource area.

High Tide Line: The line of intersection of the land with the water's surface at the maximum height reached by a rising tide. The high tide line may be determined, in the absence of actual data, by a line of oil or scum along shore objects, a more or less continuous deposit of fine shell or debris on the foreshore or berm, other physical markings or characteristics, vegetation lines, tidal gages, or other suitable means that delineate the general height reached by a rising tide. The line encompasses spring high tides and other high tides that occur with periodic frequency but does not include storm surges in which there is a departure from the normal or predicted reach of the tide due to the piling up of water against a coast by strong winds such as those accompanying a hurricane or other intense storm.

Historic Property: Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 CFR part 60).

Independent utility: A test to determine what constitutes a single and complete non-linear project in the Corps regulatory program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

Indirect effects: Effects that are caused by the activity and are later in time or farther removed in distance, but are still reasonably foreseeable.

Intermittent stream: An intermittent stream has flowing water during certain times of the year, when groundwater provides water for stream flow. During dry periods, intermittent streams may not have flowing water. Runoff from rainfall is a supplemental source of water for stream flow.

Loss of waters of the United States: Waters of the United States that are permanently adversely affected by filling, flooding, excavation, or drainage because of the regulated activity. Permanent adverse effects include permanent discharges of dredged or fill material that change an aquatic area to dry land, increase the bottom elevation of a waterbody, or change the use of a waterbody. The acreage of loss of waters of the United States is a threshold measurement of the impact to jurisdictional waters for determining whether a project may qualify for an NWP; it is not a net threshold that is calculated after considering compensatory mitigation that may be used to offset losses of aquatic functions and services. The loss of stream bed includes the linear feet of stream bed that is filled or excavated. Waters of the United States temporarily filled, flooded, excavated, or drained, but restored to pre-construction contours and elevations after construction, are not included in the measurement of loss of waters of the United States. Impacts resulting from activities eligible for exemptions under Section 404(f) of the Clean Water Act are not considered when calculating the loss of waters of the United States.

Non-tidal wetland: A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. The definition of a wetland can be found at 33 CFR 328.3(b). Non-tidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

Open water: For purposes of the NWPs, an open water is any area that in a year with normal patterns of precipitation has water flowing or standing above ground to the extent that an ordinary high water mark can be determined. Aquatic vegetation within the area of standing or flowing water is either non-emergent, sparse, or absent. Vegetated shallows are considered to be open waters. Examples of "open waters" include rivers, streams, lakes, and ponds.

Ordinary High Water Mark: An ordinary high water mark is a line on the shore established by the fluctuations of water and indicated by physical characteristics, or by other appropriate means that consider the characteristics of the surrounding areas (see 33 CFR 328.3(c)).

Perennial stream: A perennial stream has flowing water year-round during a typical year. The water table is located above the stream bed for most of the year. Groundwater is the primary source of water for stream flow. Runoff from rainfall is a supplemental source of water for stream flow.

Practicable: Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

Pre-construction notification: A request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by nationwide permit. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Pre-construction notification may be required by the terms and conditions of a nationwide permit, or by regional conditions. A pre-construction notification may be voluntarily submitted in cases where pre-construction notification is not required and the project proponent wants confirmation that the activity is authorized by nationwide permit.

Preservation: The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

Re-establishment: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area and functions.

Rehabilitation: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area.

Restoration: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: re-establishment and rehabilitation.

Riffle and pool complex: Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a coarse substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer substrate characterize pools.

Riparian areas: Riparian areas are lands adjacent to streams, lakes, and estuarine-marine shorelines. Riparian areas are transitional between terrestrial and aquatic ecosystems, through which surface and subsurface hydrology connects riverine, lacustrine, estuarine, and marine waters with their adjacent wetlands, non-wetland waters, or uplands. Riparian areas provide a variety of ecological functions and services and help improve or maintain local water quality. (See general condition 23.)

Shellfish seeding: The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (i.e., spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

Single and complete linear project: A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term "single and complete project" is defined as that portion of the total linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of the United States (i.e., a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

Single and complete non-linear project: For non-linear projects, the term "single and complete project" is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete non-linear project must have independent utility (see definition of "independent utility"). Single and complete non-linear projects may not be "piecemealed" to avoid the limits in an NWP authorization.

Stormwater management: Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing downstream erosion, water quality degradation, and flooding and mitigating the adverse effects of changes in land use on the aquatic environment.

Stormwater management facilities: Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and best management practices, which retain water for a period of time to control runoff and/or improve the quality (i.e., by reducing the concentration of nutrients, sediments, hazardous substances and other pollutants) of stormwater runoff.

Stream bed: The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

Stream channelization: The manipulation of a stream's course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized stream remains a water of the United States.

Structure: An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

Tidal wetland: A tidal wetland is a wetland (i.e., water of the United States) that is inundated by tidal waters. The definitions of a wetland and tidal waters can be found at 33 CFR 328.3(b) and 33 CFR 328.3(f), respectively. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are located channelward of the high tide line, which is defined at 33 CFR 328.3(d).

Vegetated shallows: Vegetated shallows are special aquatic sites under the 404(b)(1) Guidelines. They are areas that are permanently inundated and under normal circumstances have rooted aquatic vegetation, such as seagrasses in marine and estuarine systems and a variety of vascular rooted plants in freshwater systems.

Waterbody: For purposes of the NWP, a waterbody is a jurisdictional water of the United States. If a jurisdictional wetland is adjacent – meaning bordering, contiguous, or neighboring – to a waterbody determined to be a water of the United States under 33 CFR 328.3(a)(1)-(6), that waterbody and its adjacent wetlands are considered together as a single aquatic unit (see 33 CFR 328.4(c)(2)). Examples of “waterbodies” include streams, rivers, lakes, ponds, and wetlands.

G. Water Quality Certification

General Water Quality Certification (WQC), pursuant to Section 401 of the Clean Water Act, has not been completed for the Nationwide Permit program. Therefore, an Individual WQC must be obtained from the Ohio Environmental Protection Agency (OEPA) prior to undertaking activities described by this permit unless the OEPA completes their certification process and subsequently issues a general blanket WQC for this specific Nationwide permit. USACE will publish a public notice announcing the final WQC. This NWP will be subject to all terms and conditions placed upon the individual or general blanket Water Quality Certification issued by the OEPA.

H. Ohio Coastal Management Program Federal Consistency Concurrence Determination

The Ohio Department of Natural Resources (ODNR) has not yet completed the coastal Consistency Determination process for the Nationwide Permit program. Until such time as the process is completed, an individual coastal Consistency Determination is required for all projects located in the coastal zone (Limits of the coastal zone can be viewed at <https://www.ohiodnr.com/LakeErie/designCMArea/tabid/9352/Default.aspx>). Please note that all consistency concurrence determination requests must be submitted directly to ODNR. (Details regarding ODNR submission requirements can be obtained at: https://www.ohiodnr.com/Ohio_Coast/RegulatoryHome/FederalConsistency/tabid/9291/Default.aspx)

I. Further Information

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.
3. NWPs do not grant any property rights or exclusive privileges.
4. NWPs do not authorize any injury to the property or rights of others.
5. NWPs do not authorize interference with any existing or proposed Federal project.

Special Conditions

1. To reduce any potential adverse effects on the Federally endangered Indiana bat (*Myotis sodalis*), trees (woody stems greater than 5 inches Diameter at Breast Height) must not be cut between April 1 and September 30, of any year.
2. To reduce any potential adverse effects on the Federally threatened Northern long-eared bat (*Myotis septentrionalis*), trees (woody stems greater than 3 inches Diameter at Breast Height) must not be cut between April 1 and September 30, of any year.
3. The permittee is prohibited from performing in-water work between April 15th and June 30th to preclude adverse impacts on the spawning, nursery, and feeding activities of indigenous fish species.
4. If any freshwater mussels are encountered during construction, all work must immediately stop and the permittee or their agents/contractors must contact, within 24 hours, the Ohio Department of Natural Resource, Division of Wildlife and the U.S. Army Corps of Engineers at:

Ohio Department of Natural Resources
Division of Wildlife State Headquarters
2045 Morse Road, Building G
Columbus, Ohio 43224
1-800-945-3543

Regulatory Branch
ATTN: Aaron D. Smith
U.S. Army Corps of Engineers
240 Lake Street, Unit D
Oak Harbor, Ohio 43449
(419)898-1225

5. At the request of an authorized representative of the Buffalo District, U.S. Army Corps of Engineers, the permittee must allow access to the project site to determine compliance with the conditions of this permit.

6. The mechanical equipment used to execute the work authorized herein must be operated in such a way as to minimize turbidity that could degrade water quality and adversely affect aquatic plant and animal life.
7. Construction debris must be kept from entering the waterway or wetland, and must be removed immediately should any such debris enter into the waterway or wetland.
8. The permittee is authorized to discharge only clean fill material that is free of fines, oil and grease, debris, wood, general refuse, plaster, broken asphalt, or other potential pollutants.
9. The permittee must provide a copy of the permit to all contractors, subcontractors, and/or workers performing the work authorized by the permit and ensure they have knowledge of the terms and conditions of the permit, including all General and Special Conditions. Prior to commencing work authorized by this permit, a copy of the permit and drawings must be visibly posted at the construction site(s).
10. The permittee must remove all of the temporary work pads, laydown areas within seven days of completing the authorized work authorized by this permit.