

# **Project Manual for**

## **Lost Creek Basin Sanitary Sewer Inspection**



### **City of Lima**

**2021**

David Berger – Mayor

#### **Members of City Council**

John Nixon	Jon Neeper
Todd Gordon	Jamie Dixon
Derry Glenn	Tony Wilkerson
Peggy Ehora	Carla Thompson

#### **City Officials**

Michael Caprella - Utilities Director



3103 Executive Parkway, Suite 300  
Toledo, Ohio 43606  
419.473.9611





## TABLE OF CONTENTS

	Page
C-111 Advertisement for Bids	1-2
C-200 Instruction to Bidders	1-10
C-410 Bid Form for Construction Projects	1-7
C-430 Bid Guaranty and Contract Bond	1-2
C-510 Notice of Award	1
C-520 Agreement Between Owner and Contractor for Construction Contract	1-8
C-550 Notice to Proceed	1
C-610 Performance Bond	1-2
C-614 Maintenance and Guarantee Bond	1-3
C-620 Contractor's Application for Payment	1
C-620A Contractor's Affidavit - Current Estimate	1
C-620A Contractor's Affidavit - Waiver of Liens/ Final Estimate	1
C-625 Certificate of Substantial Completion	1
C-700 General Conditions	1-67
C-800 Supplementary Conditions	1-13
Exhibit 1 - Wage Rates	
Exhibit 2- Forms	

### **DIVISION 1 - GENERAL REQUIREMENTS**

01010	Definition of Contract Items
01043	Coordination and Control of the Work
01310	Construction Schedules and Documentation
01330	Project Database
01500	Maintaining Traffic
01820	Video Recording of Underground Infrastructure

### **DIVISION 2 - UNDERGROUND, PAVEMENT, AND SITE WORK**

02110	Removal of Structures and Obstructions
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IF ANY OF THE PAGES LISTED ABOVE ARE NOT INCLUDED IN THESE CONTRACT DOCUMENTS, PLEASE ADVISE.

END OF SECTION



**CITY OF LIMA, OHIO  
LOST CREEK BASIN SANITARY SEWER INSPECTION**

**ADVERTISEMENT FOR BIDS**

Sealed Bids for Lost Creek Basin Sanitary Sewer Inspection will be received by the City of Lima, Ohio, at the Municipal Center, 50 Town Square, Lima, Ohio 45801, until 11 am, local time, on June 3, 2021 at which time they will be publicly opened and read.

In general, the work consists of the cleaning, root removal and closed circuit television inspection of approximately 123,600 feet of sewer mains (Base Bid) ranging from 6" to 24" in diameter within the City of Lima, Ohio.

The issuing office is Jones & Henry Engineers, Ltd., 3103 Executive Parkway, Suite 300, Toledo, Ohio 43606. Copies of the Bidding Documents may be examined at the Owner's office listed above or the issuing office, without charge.

Technical questions regarding the project should be e-mailed to the Project Manager Theodore Bennett, P.E. at [tbennett@jheng.com](mailto:tbennett@jheng.com) at Jones & Henry Engineers, Ltd.

Copies of Bidding Documents and Contract Documents may be obtained electronically from Newfax Corporation, Phone 419-241-5157, [www.newfaxcorp.com](http://www.newfaxcorp.com). A non-refundable fee will be required for each set of Bidding and Contract Documents by Newfax Corporation payable to Newfax Corporation.

Neither Owner nor Engineer has any responsibility for the accuracy, completeness or sufficiency of any bid documents obtained from any source other than the source indicated in these documents. Obtaining these documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any source other than directly from the source listed herein may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

Bids must be submitted on the forms bound herein, must contain the names of every person or company interested therein, and shall be accompanied by either a Bid Guaranty and Contract Bond in the amount of 100% of the amount bid with satisfactory corporate surety, or by a certified check on a solvent bank in the amount of not less than 10% of the amount of the Bid, subject to conditions provided in the Instructions to Bidders. The successful bidder will be required to furnish satisfactory Performance Bond and Maintenance and Guarantee Bond in the amount of 100% of the Bid.

The Contractor shall be required to pay not less than the prevailing wage rates established by the Ohio Bureau of Employment Services, Wage and Hour Division.

Any Bid may be withdrawn prior to the scheduled closing time for receipt of Bids, but no bidder shall withdraw his Bid within 90 days after the actual opening thereof.

David J. Berger

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Mayor

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To Newspaper:

Advertise: May 16, 2021  
May 23, 2021

Furnish Affidavit

## **INSTRUCTIONS TO BIDDERS**

### **ARTICLE 1 – DEFINED TERMS**

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. Bidder - One who submits a Bid directly to Owner as distinct from a sub-bidder, who submits a bid to a Bidder.
  - B. Issuing Office - The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
  - C. Successful Bidder - The Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.

### **ARTICLE 2 – COPIES OF BIDDING DOCUMENTS**

- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

### **ARTICLE 3 – QUALIFICATIONS OF BIDDERS**

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within 5 days of Owner's request, Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:
- A. Evidence of Bidder's authority to do business in the state where the Project is located.
  - B. Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."
  - C. List of equipment suppliers to be used.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

**ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER’S SAFETY PROGRAM; OTHER WORK AT THE SITE**

**4.01    *Site and Other Areas***

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.
- B. Easements and their conditions are listed in these documents.

**4.02    *Existing Site Conditions***

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
  - 1. The Supplementary Conditions identify:
    - a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
    - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
    - c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
    - d. Technical Data contained in such reports and drawings.
  - 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
  - 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
- C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated

in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

**ARTICLE 5 – BIDDER'S REPRESENTATIONS**

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 6 – N/A**

#### **ARTICLE 7 – INTERPRETATIONS AND ADDENDA**

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions after the date established in the Instructions to Bidders may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.



7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

#### **ARTICLE 8 – BID SECURITY**

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 100 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

#### **ARTICLE 9 – CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

#### **ARTICLE 10 – LIQUIDATED DAMAGES**

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

#### **ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS**

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

## **ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the Work:
- If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

## **ARTICLE 13 – PREPARATION OF BID**

- 13.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form shall be completed in ink or printed format. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown. The corporate seal shall be affixed and attested by the corporate secretary or an assistant corporate secretary.

- 13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.
- 13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.
- 13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.
- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.
- 13.07 All names shall be printed in ink below the signatures.
- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

#### **ARTICLE 14 – BASIS OF BID**

14.01 N/A

14.02 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.03 *Allowances*

- A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

#### **ARTICLE 15 – SUBMITTAL OF BID**

- 15.01 The Bidding Documents have been provided electronically, a Bidder is responsible for furnishing separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to 12560 Middleton Pike, Bowling Green, Ohio 43402.
- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

#### **ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID**

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

#### **ARTICLE 17 – OPENING OF BIDS**

- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

#### **ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

**ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 19.03 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
  - B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
  - B.
- 19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

**ARTICLE 20 – BONDS AND INSURANCE**

- 20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

**ARTICLE 21 – SIGNING OF AGREEMENT**

- 21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

**ARTICLE 22 – SALES AND USE TAXES**

22.01 Owner is exempt from Ohio state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid. Refer to Paragraph SC-7.09 of the Supplementary Conditions for additional information.

**ARTICLE 23 – N/A**

**ARTICLE 24 – RETAINAGE**

24.01 Provisions concerning retainage are set forth in the Agreement.

**ARTICLE 25 – WAGE RATES**

25.01 The Bidder to whom the Contract is awarded will be required to pay as a minimum, the prevailing wage rates, current throughout the work, promulgated by the State of Ohio. Wage rates received for this project are included in the Exhibits of the Supplementary Conditions.

**ARTICLE 26 – QUESTIONS REGARDING BID DOCUMENTS**

26.01 All questions shall be submitted by e-mail to Theodore Bennett, P.E. at Jones & Henry Engineers, Ltd. at 3103 Executive Parkway, Suite 300, Toledo, OH 43606, [tbennett@jheng.com](mailto:tbennett@jheng.com), no later than May 27, 2021.

**ARTICLE 27 – ENGINEER’S ESTIMATE**

27.01 The Engineer’s Opinion of Probable Construction costs is as follows:

1. Base Bid \$320,000.00
2. Alternate Bid \$120,000.00

**BID FORM**

CITY OF LIMA, OHIO

LOST CREEK BASIN SANITARY SEWER INSPECTION

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

City of Lima, Ohio

50 Town Square

Lima, Ohio 45801

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum, Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and



- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### **ARTICLE 5 – BASIS OF BID**

- 5.01 Bidder will complete the Work in accordance with the Contract Documents for unit prices indicated on the following pages, C-410-6 and C-410-7.

#### **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

#### **ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. Evidence of authority to do business in the state of the Project;
  - C. Required Bidder Qualification Statement with supporting data.

#### **ARTICLE 8 – DEFINED TERMS**

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

By:

*[Signature]*

*[Printed name]*

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]*

*[Printed name]*

Title:

Submittal Date:

Address for giving notices:

Telephone Number:

Email Address:

Contact Name:

Bidder's License No.:

*(where applicable)*

STATE OF OHIO )  
 )ss.  
COUNTY OF \_\_\_\_\_)

1.        ☐        We are not charged with any delinquent personal property taxes on the general tax list of personal property in \_\_\_\_\_ County, Ohio.
2.        ☐        We are charged with delinquent personal property taxes on the general tax list of \_\_\_\_\_ County, Ohio including unpaid penalties and interest in the amount of \$\_\_\_\_\_.

Title:

Notary Public in and for

20\_\_\_\_\_



## UNIT PRICE BID

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED AMOUNT	UNIT	UNIT PRICE IN NUMBERS		UNIT PRICE IN WORDS	TOTAL ESTIMATED COST OF ITEM
1	Mobilization and Demobilization	1	LS				
2a	6-inch Sanitary Sewer Cleaning & Televising	130	LF				
2b	8-inch Sanitary Sewer Cleaning & Televising	83210	LF				
2c	10-inch Sanitary Sewer Cleaning & Televising	3890	LF				
2d	12-inch Sanitary Sewer Cleaning & Televising	2910	LF				
2e	14-inch Sanitary Sewer Cleaning & Televising	260	LF				
2f	15-inch Sanitary Sewer Cleaning & Televising	13160	LF				
2g	18-inch Sanitary Sewer Cleaning & Televising	4210	LF				
2h	21-inch Sanitary Sewer Cleaning & Televising	13960	LF				
2i	24-inch Sanitary Sewer Cleaning & Televising	1840	LF				
2j	Sewer Root Cutting or Cleaning Addition	5000	LF				
2k	Removal of Protruding Taps	100	EA				
Total Estimated Base Bid Construction Cost:							
2a-Alt	6-inch Sanitary Sewer Cleaning & Televising	1180	LF				
2b-Alt	8-inch Sanitary Sewer Cleaning & Televising	33010	LF				
2c-Alt	10-inch Sanitary Sewer Cleaning & Televising	280	LF				

ITEM NO.	ITEM DESCRIPTION	ESTIMATED AMOUNT	UNIT	UNIT PRICE IN NUMBERS		UNIT PRICE IN WORDS	TOTAL ESTIMATED COST OF ITEM	
2d-Alt	12-inch Sanitary Sewer Cleaning & Televising	4620	LF					
2f-Alt	15-inch Sanitary Sewer Cleaning & Televising	4110	LF					
2h-Alt	21-inch Sanitary Sewer Cleaning & Televising	6860	LF					
2i-Alt	24-inch Sanitary Sewer Cleaning & Televising	360	LF					
2j-Alt	Sewer Root Cutting or Cleaning Addition	1000	LF					
2k-Alt	Removal of Protruding Taps	20	EA					
Total Estimated Base Bid + Alternate Bid Construction Cost:								

**BID GUARANTY AND CONTRACT BOND  
(SECTION 153.571 OHIO REVISED CODE)**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
\_\_\_\_\_ as  
principal and \_\_\_\_\_  
\_\_\_\_\_ as sureties, are hereby held and firmly  
bound unto City of Lima, Ohio as OWNER in the penal sum of the dollar amount of the bid submitted by  
the principal to the OWNER on \_\_\_\_\_  
\_\_\_\_\_ to undertake the project known as Lost Creek Basin Sanitary Sewer Inspection.

The penal sum referred to herein shall be the dollar amount of the principal's bid to the OWNER incorporating any additive or deductive alternate proposals made by the principal on the date referred to above to the OWNER, which are accepted by the OWNER. In no case shall the penal sum exceed the amount of \_\_\_\_\_  
\_\_\_\_\_ dollars.

(If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

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

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

Now also, if the said principal shall well and faithfully do and perform the things agreed to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and material 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 materialman or laborer having a just claim, as well as for the OWNER herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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

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

Principal:

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Surety: \_\_\_\_\_

Surety Company Address:

\_\_\_\_\_  
Street  
By \_\_\_\_\_  
Attorney-in-Fact City State Zip

Surety Agent's Address:

\_\_\_\_\_  
Agency Name  
\_\_\_\_\_  
Street  
\_\_\_\_\_  
City State Zip



**NOTICE OF AWARD**

---

Date of Issuance:

Owner: City of Lima, Ohio

Owner's Contract No.:

Engineer: Jones & Henry Engineers, Ltd.

Engineer's Project No.: 002-7670.007

Project: Lost Creek Basin Sanitary Sewer  
Inspection

Contract Name:

Bidder:

Bidder's Address:

**TO BIDDER:**

You are notified that Owner has accepted your Bid dated June 3, 2021 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Cleaning, root removal and televising of approximately [REDACTED] feet of sewer mains ranging diameter from 6" to 24" within the City of Lima, Ohio.

The Contract Price of the awarded Contract is: [REDACTED]

[5] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Engineer all 5 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

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

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

---

Owner:

Authorized Signature

By:

Title:

Copy: Engineer





provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 240 days (including Base Bid time) after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

**ARTICLE 5 – CONTRACT PRICE**

- A. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents.

For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment once each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
    - a. 92 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
    - b. 92 percent of cost of materials and equipment not incorporated in the Work.
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less amounts of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

## ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall not bear interest.

## ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
  - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
  - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  - J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 8, inclusive).
  - 2. Bid Guarantee & Contract bond (pages C-430-1 to C-430-2, inclusive).
  - 3. Performance bond (pages C-610-1 to C-610-2, inclusive).
  - 4. Labor and Maintenance bond (N/A).
  - 5. Maintenance and Guarantee bond (pages C-614-1 to C-614-3, inclusive).
  - 6. General Conditions (pages C-700-1 to C-700-67, inclusive).
  - 7. Supplementary Conditions (pages 1 to 13, inclusive).
  - 8. Specifications as listed in the table of contents of the Project Manual.
  - 9. Addenda (numbers ■ to ■, inclusive).
  - 10. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 1 to ■, inclusive).
  - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### 10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and

unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.



IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

\_\_\_\_\_  
City of Lima, Ohio

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

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

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

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

CERTIFICATION OF FISCAL OFFICER

The undersigned, as \_\_\_\_\_ of \_\_\_\_\_ hereby certifies that funds sufficient to meet the requirement of this Contract have been lawfully appropriated for such purpose and are in the treasury, or in the process of collection.

By: \_\_\_\_\_

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

APPROVAL BY OWNER'S LEGAL OFFICER

By: \_\_\_\_\_

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

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

---

**NOTICE TO PROCEED**

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Owner:	City of Lima, Ohio	Owner's Contract No.:
Contractor:		Contractor's Project No.:
Engineer:	Jones & Henry Engineers, Ltd.	Engineer's Project No.: 002-7670.007
Project:	Lost Creek Basin Sanitary Sewer Inspection	Contract Name:
		Effective Date of Contract:

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**TO CONTRACTOR:**

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [ ], 20[ ]. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is \_\_\_\_\_, and the date of readiness for final payment is \_\_\_\_\_] **or** [the number of days to achieve Substantial Completion is \_\_\_\_\_, and the number of days to achieve readiness for final payment is \_\_\_\_\_].

Before starting any Work at the Site, Contractor must comply with the following:  
*[Note any access limitations, security procedures, or other restrictions]*

---

Owner:

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer



**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
\_\_\_\_\_, Contractor, as Principal and \_\_\_\_\_  
\_\_\_\_\_, as Surety, are held and firmly bound  
unto City of Lima, Ohio, hereinafter called the Owner, in the penal sum of  
\_\_\_\_\_ dollars (\$ \_\_\_\_\_), good and lawful money of the United States of  
America to be paid to said Owner, its legal representatives and assigns, for which payment well and truly  
to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, and each and  
every one of them jointly and severally, firmly by these presents.

WHEREAS, the above-named Principal has entered into a certain written Agreement with the  
Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2020, for  
construction of work entitled Lost Creek Basin Sanitary Sewer Inspection (hereinafter called the Contract)  
which Contract and Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the said Principal shall  
well and faithfully do and perform the things agreed by him to be done and performed according to the  
terms of said Contract and shall pay all lawful claims of subcontractors, material suppliers, and laborers,  
for labor performed and materials furnished in carrying forward, performing or completing of the said  
Contract, we agreeing and assenting that this undertaking shall be for the benefit of any material supplier  
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, for value received, hereby stipulates and agrees that no charge, extension of time,  
alteration or addition to the terms of the Contract or to the work to be performed thereunder or the  
Specifications accompanying the same shall in any wise affect its obligations on this bond, and it does  
hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the  
Contract or to the work of the Specifications.

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 2020.

Witnesses:

Principal:

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Principal Signature (Seal)

\_\_\_\_\_  
Printed

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Surety Signature (Seal)

I hereby approve the form and correctness of the foregoing Bond.

\_\_\_\_\_  
Owner's Legal Officer

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

**MAINTENANCE AND GUARANTEE BOND**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
\_\_\_\_\_, Contractor, as Principal and \_\_\_\_\_  
\_\_\_\_\_, as Surety, are held and firmly bound  
unto City of Lima, Ohio, hereinafter called the Owner, in the penal sum of  
\_\_\_\_\_ dollars (\$ \_\_\_\_\_), good and lawful money of the United States of  
America to be paid to said Owner, its legal representatives and assigns, for which payment well and truly  
to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, and each and  
every one of them jointly and severally, firmly by these presents.

WHEREAS, the above-named Principal has entered into a certain written Agreement with the  
Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_, for  
construction of work entitled Lost Creek Basin Sanitary Sewer Inspection (hereinafter called the Contract)  
which Contract and Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that by and under said  
Contract, the above-named Principal has agreed with the Owner that for a period specified in paragraph  
15.08. of the General Conditions, to keep in good order and repair any defect in all the work done under  
said Contract either by the Principal or his Subcontractors, or his material suppliers, that may develop  
during said period due to improper materials, defective equipment, workmanship or arrangements, and  
any other work affected in making good such imperfections, shall also be made good all without expense  
to the Owner, excepting only such part or parts of said work as may have been disturbed without the  
consent or approval of the Principal after the final acceptance of the work, and that whenever directed

so to do by the Owner by notice served in writing, either personally or by mail on the Principal at

\_\_\_\_\_

\_\_\_\_\_

OR

\_\_\_\_\_

legal representatives, or successors, or on the Surety at \_\_\_\_\_

\_\_\_\_\_

WILL PROCEED at once to make such repairs as directed by said Owner; and in case of failure so to do within one week from the date of service of such notice, or within reasonable time not less than one week, as shall be fixed in said notice, then the Owner shall have the right to purchase such materials and employ such labor and equipment as may be necessary for the purpose, and to undertake, do and make such repairs, and charge the expense thereof, to and receive same from said Principal or Surety. If any repair is necessary to be made at once to protect life and property, then and in that case, the Owner may take immediate steps to repair or barricade such defects without notice to the Contractor. In such accounting, The Owner shall not be held to obtain the lowest figures for the doing of the work, or any part thereof, but all sums actually paid therefore shall be charged to the Principal or Surety. In this connection, the judgment of the Owner is final and conclusive. If the said Principal for a period specified in paragraph 15.08. of the General Conditions and, shall keep said work so constructed under said Contract in good order and repair, excepting only such part or parts of said work which may have been disturbed without the consent or approval of said Principal after the final acceptance of the same, and shall whenever notice is given as hereinbefore specified, at once proceed to make repair as in said notice directed, or shall reimburse said Owner for any expense incurred by making such repairs, should the Principal or Surety fail to do as hereinbefore specified, and shall fully indemnify, defend, and save harmless the Owner from all suits and actions for damages of every name and description brought or claimed against it for or on account of any injury or damage to person or property received or sustained by any party or parties, by or from any of the acts or omissions or through the negligence of said Principal, servants, agents, or employees, in the prosecution of the work included in said Contract, then the above obligation shall be void, otherwise to remain in full force and effect.



IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_.

Signed, Sealed, and Delivered

In the Presence of:

Witnesses:

_____	_____
Printed	
_____	_____ (Seal)
Signature	Principal
_____	_____
Printed	
_____	_____ (Seal)
Signature	Surety

I hereby approve the form and correctness of the foregoing Bond.

\_\_\_\_\_  
Owner's Legal Officer

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



OHIO WATER DEVELOPMENT AUTHORITY  
**CONTRACTOR'S ESTIMATE**

TO OWNER:

APPLICATION NO: \_\_\_\_\_

PERIOD TO: \_\_\_\_\_

OWDA LOAN NO: \_\_\_\_\_

FROM CONTRACTOR:

FOR OWDA OFFICE USE ONLY

Fund: \_\_\_\_\_

Voucher: \_\_\_\_\_

OWDA Pay: \_\_\_\_\_

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

PROJECT:

1 ORIGINAL CONTRACT PRICE	
2 Net change by CHANGE ORDER	\$0.00
3 CURRENT CONTRACT PRICE (Line 1 + 2)	\$0.00
4 TOTAL COMPLETED & STORED TO DATE	
5 RETAINAGE	
a.                      % of completed work	
b.                      % of stored work	
Total Retainage (Line 5a + 5b)	\$0.00
6 TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 total)	\$0.00
7 LESS PREVIOUS PAYMENTS (Line 6 from prior certificate)	
8 CURRENT PAYMENT DUE	\$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved Change Orders through Change Order No: _____		
NET CHANGES by Change Order		\$0.00

**CONTRACTOR'S CERTIFICATE**

I hereby certify that the above materials and services have been furnished and performed in accordance with the conditions of the contract for the above work, and that payment has not been received and therefore is due and to be paid on said contract

CONTRACTOR:

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

ENGINEER: \_\_\_\_\_ By: \_\_\_\_\_ Date: \_\_\_\_\_

OWNER: \_\_\_\_\_ By: \_\_\_\_\_ Date: \_\_\_\_\_

OWDA: \_\_\_\_\_

Chief Engineer

Executive Director



**CONTRACTOR'S AFFIDAVIT  
CURRENT ESTIMATE**

STATE OF \_\_\_\_\_ )  
 ) ss  
County of \_\_\_\_\_ )

The undersigned, \_\_\_\_\_, hereby represents that on \_\_\_\_\_ it was awarded a contract by City of Lima, Ohio, hereinafter called Owner, to construct Lost Creek Basin Sanitary Sewer Inspection in accordance with terms and conditions of Contract No. \_\_\_\_\_; and the undersigned further represents that all progress payments heretofore received by the Contractor from the Owner on account of the Work have been applied by the Contractor to discharge in full all of the Contractor's obligations incurred in connection with the Work covered by all prior progress payments in accordance with the applicable subcontracts, except as follows: \_\_\_\_\_

This affidavit is freely and voluntarily given with full knowledge of the facts, on this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
By  
Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

(Seal)

My Commission Expires \_\_\_\_\_



**CONTRACTOR'S AFFIDAVIT  
WAIVER OF LIENS/FINAL ESTIMATE**

STATE OF \_\_\_\_\_)  
County of \_\_\_\_\_) ss

The undersigned, \_\_\_\_\_  
hereby represents that on \_\_\_\_\_ it was awarded a contract by the City of Lima, Ohio  
hereinafter called the OWNER, to construct the Lost Creek Basin Sanitary Sewer Inspection in  
accordance with terms and conditions of Contract No. \_\_\_\_\_; and the undersigned further  
represents that the subject work has now been accomplished and the said Contract has now been  
completed.

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

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

This affidavit is freely and voluntarily given with full knowledge of the facts, on this  
day of \_\_\_\_\_, A.D. 20\_\_.

By \_\_\_\_\_  
CONTRACTOR

Title \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_.

\_\_\_\_\_  
Notary Public

(Seal)

My Commission Expires \_\_\_\_\_





## CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Lima, Ohio	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer: Jones & Henry Engineers, Ltd.	Engineer's Project No.: 002-7670.007
Project: Lost Creek Basin Sanitary Sewer Inspection	Contract Name:

**This [preliminary] [final] Certificate of Substantial Completion applies to:**

☐ All Work ☐ The following specified portions of the Work:

### Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: ☐ None  
☐ As follows

Amendments to Contractor's responsibilities: ☐ None  
☐ As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

EXECUTED BY ENGINEER:	RECEIVED:	RECEIVED:
By: _____ (Authorized signature)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____



## STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

### TABLE OF CONTENTS

	Page
ARTICLE 1 – Definitions and Terminology.....	1
1.01 Defined Terms.....	1
1.02 Terminology .....	5
ARTICLE 2 – Preliminary Matters .....	6
2.01 Delivery of Bonds and Evidence of Insurance .....	6
2.02 Copies of Documents .....	6
2.03 Before Starting Construction .....	7
2.04 Preconstruction Conference; Designation of Authorized Representatives .....	7
2.05 Initial Acceptance of Schedules .....	7
2.06 Electronic Transmittals.....	8
ARTICLE 3 – Documents: Intent, Requirements, Reuse.....	8
3.01 Intent.....	8
3.02 Reference Standards .....	8
3.03 Reporting and Resolving Discrepancies .....	9
3.04 Requirements of the Contract Documents .....	9
3.05 Reuse of Documents .....	10
ARTICLE 4 – Commencement and Progress of the Work .....	10
4.01 Commencement of Contract Times; Notice to Proceed .....	10
4.02 Starting the Work.....	10
4.03 Reference Points .....	11
4.04 Progress Schedule .....	11
4.05 Delays in Contractor’s Progress .....	11
ARTICLE 5 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions .....	12
5.01 Availability of Lands .....	12
5.02 Use of Site and Other Areas .....	12
5.03 Subsurface and Physical Conditions.....	13
5.04 Differing Subsurface or Physical Conditions .....	14
5.05 Underground Facilities.....	15

5.06	<del>Hazardous Environmental Conditions at Site</del> .....	17
ARTICLE 6 – Bonds and Insurance .....		19
6.01	Performance, Payment, and Other Bonds .....	19
6.02	Insurance—General Provisions .....	20
6.03	Contractor’s Insurance .....	21
6.04	Owner’s Liability Insurance .....	23
6.05	Property Insurance .....	23
6.06	Waiver of Rights .....	25
6.07	Receipt and Application of Property Insurance Proceeds .....	26
ARTICLE 7 – Contractor’s Responsibilities .....		27
7.01	Supervision and Superintendence .....	27
7.02	Labor; Working Hours .....	27
7.03	Services, Materials, and Equipment.....	27
7.04	“Or Equals” .....	28
7.05	Substitutes .....	29
7.06	Concerning Subcontractors, Suppliers, and Others .....	30
7.07	Patent Fees and Royalties .....	32
7.08	Permits .....	32
7.09	Taxes .....	33
7.10	Laws and Regulations.....	33
7.11	Record Documents.....	33
7.12	Safety and Protection.....	33
7.13	Safety Representative .....	34
7.14	Hazard Communication Programs .....	35
7.15	Emergencies .....	35
7.16	Shop Drawings, Samples, and Other Submittals.....	35
7.17	Contractor’s General Warranty and Guarantee.....	37
7.18	Indemnification .....	38
7.19	Delegation of Professional Design Services .....	39
ARTICLE 8 – Other Work at the Site .....		39
8.01	Other Work .....	39
8.02	Coordination .....	40
8.03	Legal Relationships.....	40

ARTICLE 9 – Owner’s Responsibilities .....	41
9.01 Communications to Contractor.....	41
9.02 Replacement of Engineer .....	41
9.03 Furnish Data .....	41
9.04 Pay When Due.....	42
9.05 Lands and Easements; Reports, Tests, and Drawings .....	42
9.06 Insurance.....	42
9.07 Change Orders.....	42
9.08 Inspections, Tests, and Approvals.....	42
9.09 Limitations on Owner’s Responsibilities .....	42
9.10 Undisclosed Hazardous Environmental Condition.....	42
9.11 Evidence of Financial Arrangements.....	42
9.12 Safety Programs .....	42
ARTICLE 10 – Engineer’s Status During Construction .....	43
10.01 Owner’s Representative.....	43
10.02 Visits to Site.....	43
10.03 Project Representative.....	43
10.04 Rejecting Defective Work.....	43
10.05 Shop Drawings, Change Orders and Payments.....	43
10.06 Determinations for Unit Price Work .....	44
10.07 Decisions on Requirements of Contract Documents and Acceptability of Work .....	44
10.08 Limitations on Engineer’s Authority and Responsibilities.....	44
10.09 Compliance with Safety Program.....	45
ARTICLE 11 – Amending the Contract Documents; Changes in the Work.....	45
11.01 Amending and Supplementing Contract Documents .....	45
11.02 Owner-Authorized Changes in the Work .....	45
11.03 Unauthorized Changes in the Work.....	46
11.04 Change of Contract Price .....	46
11.05 Change of Contract Times .....	47
11.06 Change Proposals .....	47
11.07 Execution of Change Orders.....	48
11.08 Notification to Surety.....	48
ARTICLE 12 – Claims .....	49

12.01	Claims .....	49
ARTICLE 13 – Cost of the Work; Allowances; Unit Price Work .....		50
13.01	Cost of the Work .....	50
13.02	Allowances .....	52
13.03	Unit Price Work .....	53
ARTICLE 14 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work ....		53
14.01	Access to Work.....	53
14.02	Tests, Inspections, and Approvals.....	54
14.03	Defective Work.....	55
14.04	Acceptance of Defective Work.....	55
14.05	Uncovering Work .....	55
14.06	Owner May Stop the Work .....	56
14.07	Owner May Correct Defective Work.....	56
ARTICLE 15 – Payments to Contractor; Set-Offs; Completion; Correction Period .....		57
15.01	Progress Payments.....	57
15.02	Contractor’s Warranty of Title .....	60
15.03	Substantial Completion .....	60
15.04	Partial Use or Occupancy .....	61
15.05	Final Inspection .....	61
15.06	Final Payment.....	62
15.07	Waiver of Claims .....	63
15.08	Correction Period .....	63
ARTICLE 16 – Suspension of Work and Termination .....		64
16.01	Owner May Suspend Work .....	64
16.02	Owner May Terminate for Cause .....	64
16.03	Owner May Terminate For Convenience .....	65
16.04	Contractor May Stop Work or Terminate .....	66
ARTICLE 17 – Final Resolution of Disputes .....		66
17.01	Methods and Procedures.....	66
ARTICLE 18 – Miscellaneous .....		67
18.01	Giving Notice .....	67
18.02	Computation of Times.....	67
18.03	Cumulative Remedies .....	67

18.04	Limitation of Damages .....	67
18.05	No Waiver .....	67
18.06	Survival of Obligations .....	67
18.07	Controlling Law .....	67
18.08	Headings.....	67





## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance

with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.

47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

## 1.02 Terminology

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
  1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
  1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
  1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
    - a. does not conform to the Contract Documents; or
    - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
    - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
  1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or

some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2 – PRELIMINARY MATTERS

### 2.01 *Delivery of Bonds and Evidence of Insurance*

- A. *Bonds:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance:* When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance:* After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

### 2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  2. a preliminary Schedule of Submittals; and
  3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
  3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

**ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.
- ~~C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.~~
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
  - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be



effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies:*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

#### B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

### 3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract

Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
  - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
  - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

**ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK**

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. ~~The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.~~

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
  - 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;
  3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
  4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

## **ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

### **5.01 *Availability of Lands***

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### **5.02 *Use of Site and Other Areas***

- A. *Limitation on Use of Site and Other Areas:*
  1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for

Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
  1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
  2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
  3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with

respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
2. is of such a nature as to require a change in the Drawings or Specifications; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in

question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments:*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
  - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
  - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
  - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
  - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
  - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
  - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
  2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
    - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
    - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
    - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
    - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:



- a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
  - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
  - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
  - d. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
  3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

~~5.06 Hazardous Environmental Conditions at Site~~

~~A. Reports and Drawings: The Supplementary Conditions identify:~~

- ~~1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and~~
- ~~2. Technical Data contained in such reports and drawings.~~

~~B. Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:~~

- ~~1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or~~
- ~~2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or~~
- ~~3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.~~

~~C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.~~

- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2)

was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 6 – BONDS AND INSURANCE

### 6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving

rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
  - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
  - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
  - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).
  - 4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
  - 1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
  - 2. claims for damages insured by reasonably available personal injury liability coverage.
  - 3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
  - 1. Products and completed operations coverage:
    - a. Such insurance shall be maintained for three years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
  3. Broad form property damage coverage.
  4. Severability of interest.
  5. Underground, explosion, and collapse coverage.
  6. Personal injury coverage.
  7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
  8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.
- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after

Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. ~~General provisions:~~ The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.
  2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
  3. ~~contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.~~
  4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
  5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

#### 6.04 *Owner's Liability Insurance*

- A. ~~In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.~~
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

#### 6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the

remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as “insureds.”

2. be written on a builder’s risk “all risk” policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder’s risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).
5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
6. extend to cover damage or loss to insured property while in transit.
7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder’s risk insurance.
8. allow for the waiver of the insurer’s subrogation rights, as set forth below.
9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
10. not include a co-insurance clause.
11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
12. include performance/hot testing and start-up.



13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to

the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
  - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
  - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

**6.07**    *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

## ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES

### 7.01 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

### 7.02 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner’s written consent, which will not be unreasonably withheld.

### 7.03 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that:
      - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
      - 3) it has a proven record of performance and availability of responsive service; and
      - 4) it is not objectionable to Owner.
    - b. Contractor certifies that, if approved and incorporated into the Work:
      - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
      - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an “or-equal” item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
  2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
  3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
    - a. shall certify that the proposed substitute item will:
      - 1) perform adequately the functions and achieve the results called for by the general design,
      - 2) be similar in substance to that specified, and
      - 3) be suited to the same use as that specified.
    - b. will state:
      - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
      - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
      - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
    - c. will identify:
      - 1) all variations of the proposed substitute item from that specified, and
      - 2) available engineering, sales, maintenance, repair, and replacement services.

- d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work



7.09 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
  - C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
  - D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
  - E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
  - F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
  - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

**7.13 Safety Representative**

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
  - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
  - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
  - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*
  - a. Contractor shall submit the number of copies required in the Specifications.
  - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
2. *Samples:*
  - a. Contractor shall submit the number of Samples required in the Specifications.
  - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
  1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
  2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
  3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
  4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
  5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
  1. observations by Engineer;
  2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. use or occupancy of the Work or any part thereof by Owner;
  5. any review and approval of a Shop Drawing or Sample submittal;
  6. the issuance of a notice of acceptability by Engineer;
  7. any inspection, test, or approval by others; or
  8. any correction of defective Work by Owner.
- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

**ARTICLE 8 – OTHER WORK AT THE SITE**

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other

work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

#### 8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
  - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
  - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
  - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

#### 8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such



adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.
- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## ARTICLE 9 – OWNER'S RESPONSIBILITIES

### 9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### 9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

### 9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

## ARTICLE 10 – ENGINEER’S STATUS DURING CONSTRUCTION

### 10.01 *Owner’s Representative*

- A. Engineer will be Owner’s representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner’s representative during construction are set forth in the Contract.

### 10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer’s efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer’s visits and observations are subject to all the limitations on Engineer’s authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer’s visits or observations of Contractor’s Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

### 10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer’s consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

### 10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

### 10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer’s authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

**ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK**

11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
  - 1. *Change Orders:*
    - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
    - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
  - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
  - 3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such

changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
  - 1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
  - 2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
  - 3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
  - 1. a mutually acceptable fixed fee; or
  - 2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
    - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;

- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
- d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

#### 11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

#### 11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
  - 1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

#### 11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

#### 11.08 Notification to Surety

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.



## ARTICLE 12 – CLAIMS

### 12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
  - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
  - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
  - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
  - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.
  - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any

time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

### 13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
  2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns

from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
  - ~~c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.~~
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
  - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
  - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.
  - g. The cost of utilities, fuel, and sanitary facilities at the Site.

- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
    - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
  - C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:
    - 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
    - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
    - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
    - 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
    - 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
  - D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
  - E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

#### 13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
  - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- ~~E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:~~
  - ~~1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;~~
  - ~~2. there is no corresponding adjustment with respect to any other item of Work; and~~
  - ~~3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.~~

**ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the

Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- ~~B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.~~
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
  - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  - 3. by manufacturers of equipment furnished under the Contract Documents;
  - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
  - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
  - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-



offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

## ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

### 15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
  2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
  3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
  2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design

professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;

- c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
- d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due:*

- 1. Thirty days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner:*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
  - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
  - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
  - c. Contractor has failed to provide and maintain required bonds or insurance;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
  - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
  - f. the Work is defective, requiring correction or replacement;
  - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - h. the Contract Price has been reduced by Change Orders;
  - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
  - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
  - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

- I. there are other items entitling Owner to a set off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
  - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
  - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and

will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
  - d. a list of all disputes that Contractor believes are unsettled; and
  - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance:*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice

to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

- C. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.
- D. *Payment Becomes Due:* Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

#### 15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

#### 15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. correct the defective repairs to the Site or such other adjacent areas;
  - 2. correct such defective Work;
  - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not

limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

### 16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

### 16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
  - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
  - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
  - 2. enforce the rights available to Owner under any applicable performance bond.



- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

**16.03 Owner May Terminate For Convenience**

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

**ARTICLE 17 – FINAL RESOLUTION OF DISPUTES**

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
  - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
  - 2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
  - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
  - 2. agree with the other party to submit the dispute to another dispute resolution process; or
  - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

## ARTICLE 18 – MISCELLANEOUS

### 18.01 *Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
  - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
  - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

### 18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

### 18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

### 18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

### 18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

### 18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

### 18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

### 18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.



## SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

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### ARTICLE 2 – PRELIMINARY MATTERS

#### SC-2.02 Copies of Documents

##### **SC-2.02 Add the following new paragraphs following Paragraph 2.02.B**

C. The Engineer can provide electronic drawing files to assist the Contractor with layout and construction staking of the improvements. The Engineer will require the Contractor sign an electronic release prior to providing the files to the Contractor. The wording of the release shall be as follows:

*"These electronic files are provided to you for your convenience. Because electronic files can deteriorate or be damaged or be modified inadvertently or information from the electronic documents may be presented to you on your system differently than the original because of your software or system setup, these files may not be accurate. Any conclusion or information obtained or derived from such electronic files will be at your sole risk.*

*Information contained in the electronic documents is for information and reference in connection with this project only. The information is not intended or represented to be suitable for reuse on extensions of the original project or on any other project.*

*You should perform an acceptance test of the electronic documents immediately and inform us of any problems with the electronic documents. Jones & Henry will not be responsible for providing additional copies of these electronic files to you after 60 days from the date the documents are provided to you."*

D. Files will be provided in the Engineer's CAD software format. The Contractor's surveyor will be responsible for making any required conversions necessary to permit the surveyor to use the files for layout or staking.

E. The Contractor's surveyor should check horizontal and vertical control points to confirm there has been no shift in the electronic drawing file during the staking operation.

*SC2.06 Electronic Submittals*

**SC-2.06 Add the following new paragraphs immediately after Paragraph 2.06 C.**

- D. Electronic files are provided to you for your convenience. Because electronic files can deteriorate or be damaged or be modified inadvertently or information from the electronic documents may be presented to you on your system differently than the original because of your software or system setup, these files may not be accurate. Any conclusion or information obtained or derived from such electronic files will be at your sole risk.
- E. Information contained in the electronic documents is for information and reference in connection with this project only. The information is not intended or represented to be suitable for reuse on extensions of the original project or on any other project.
- F. You should perform an acceptance test of the electronic documents immediately and inform us of any problems with the electronic documents. Jones & Henry will not be responsible for providing additional copies of these electronic files to you after 60 days from the date the documents are provided to you.

**ARTICLE 3 – DOCUMENTS; INTENT, REQUIREMENTS, REUSE**

*SC3.01 Intent*

**SC-3.01.C Delete Paragraph 3.01.C in its entirety and insert the following new paragraph in its place:**

- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version, as printed by Engineer, shall govern.

**ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK**

*SC4.01 Commencement of Contract Times; Notice to Proceed*

**SC 4.01 Delete Paragraph 4.01.A and substitute the following in its place:**

- A. The Contract Times will commence to run on the date listed on the Notice to Proceed.

**ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

*SC-5.03 Subsurface and Physical Conditions*

**SC 5.03 Add Paragraph 5.03.A.4 immediately after Paragraph 5.03.A.3.**

- 4. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

*SC-5.03 Subsurface and Physical Conditions*

**SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.B:**

- C. The following reports of explorations and tests of subsurface conditions at or adjacent to the Site are known to Owner:
  - 1. There are no additional records available to Bidders.
- D. The following drawings of physical conditions relating to existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities) are known to Owner:
  - 1. See Specification Section 01330.

*SC-5.06 Hazardous Environmental Conditions*

**SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following new paragraphs in their place:**

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

**ARTICLE 6 – BONDS AND INSURANCE**

*SC-6.01 Performance, Payment, and Other Bonds*

**SC 6.01 Add the following new paragraph immediately after Paragraph 6.01.F:**

- G. The Contractor shall furnish a Performance Bond and a Maintenance and Guarantee Bond, each in the amount of at least 100% of the Contract Price as security for the faithful performance and payment of all Contractor's obligations.

*SC-6.02 Insurance – General Provisions*

**SC 6.02 Add the following new paragraph immediately after Paragraph 6.02J:**

- K. The additional insured shall be:
  - 1. The Owner; and
  - 2. The Engineer – Jones & Henry Engineers, Ltd; and
  - 3. The Engineer's Consultants; and
  - 4. Others if specifically required by special provision in the Contract Documents.

*SC-6.03 Contractor's Insurance*

**SC 6.03 Delete Paragraph 6.03.I of the General Conditions and substitute the following in its place:**

- I. General provisions: The policies of insurance required by these Paragraphs 6.03, 6.04 and 6.05 shall:

**SC 6.03 Delete Paragraph 6.03.I.3 of the General Conditions and substitute the following in its place:**

3. Contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 30 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

**SC 6.03 Add the following new paragraph immediately after Paragraph 6.03.J**

- K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

<b>State:</b>	<b>Statutory</b>
Federal, if applicable (e.g., Longshoreman's):	Statutory
Jones Act coverage, if applicable:	
Bodily injury by accident, each accident	\$ 1,000,000
Bodily injury by disease, aggregate	\$ 1,000,000
Employer's Liability:	
Bodily injury, each accident	\$ 1,000,000
Bodily injury by disease, each employee	\$ 1,000,000
Bodily injury/disease aggregate	\$ 1,000,000
For work performed in monopolistic states, stop-gap liability coverage shall be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	Statutory
Foreign voluntary worker compensation	Statutory

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate	\$ 1,000,000
Products - Completed Operations Aggregate	\$ 1,000,000



- |   |    |                  |
|---|----|------------------|
| Personal and Advertising Injury                     | \$ | <u>1,000,000</u> |
| Each Occurrence (Bodily Injury and Property Damage) | \$ | <u>1,000,000</u> |
3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:
- Bodily Injury:
- |               |    |                  |
|---------------|----|------------------|
| Each person   | \$ | <u>1,000,000</u> |
| Each accident | \$ | <u>1,000,000</u> |
- Property Damage:
- |               |    |                  |
|---------------|----|------------------|
| Each accident | \$ | <u>1,000,000</u> |
|---------------|----|------------------|
- [or]
- |                          |    |                  |
|--------------------------|----|------------------|
| Combined Single Limit of | \$ | <u>1,000,000</u> |
|--------------------------|----|------------------|
4. Excess or Umbrella Liability:
- |                   |    |                  |
|-------------------|----|------------------|
| Per Occurrence    | \$ | <u>1,000,000</u> |
| General Aggregate | \$ | <u>1,000,000</u> |
5. Contractor's Pollution Liability:
- |                   |    |                  |
|-------------------|----|------------------|
| Each Occurrence   | \$ | <u>1,000,000</u> |
| General Aggregate | \$ | <u>1,000,000</u> |
- ☐ If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract
6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following: NONE

*SC-6.04 Owner's Liability Insurance*

**SC-6.04** Delete Paragraph 6.04.A and B of the General Conditions and substitute the following in its place:

- A. The Contractor shall purchase and maintain during the entire term of this Contract one separate policy providing Owner's and Contractor's Protective Liability coverages. The named insured on this policy shall be:
  - 1. The Owner; and
  - 2. The Engineer - Jones & Henry Engineers, Ltd.; and
  - 3. Others if specifically required by special provision in the Contract Documents.
- B. The policy shall be provided on a form commonly referred to in the insurance industry as an "occurrence" type of policy form. (Claims made policy forms are not acceptable.)
- C. This insurance policy shall be a separate policy in addition to the coverage required in 6.03. No other insurance policy may substitute for or contribute to the coverage or limits afforded by this insurance policy, except a separate excess Owner's and Contractor's Protective Policy.
- D. This policy shall cover the total project and include explosion, collapse, and underground coverages for the entire Work provided by the Contractor and Subcontractors.
- E. The policy shall stipulate that the "designated Contractor" includes the Contractor and all Sub-contractors engaged in the Work.
- F. The original policy shall be submitted to and filed with the Owner or its designated representative.

*SC-6.05 Property Insurance*

**SC-6.05. Add the following new paragraphs immediately before 6.05.A. and continue on the numbering sequentially.**

- A. Contractor shall provide either property insurance in the form of Builder's Risk or installation floater as appropriate for the work as required herein.
- B. Contractor shall provide and maintain installation floater insurance for property under the care, custody, or control of Contractor. The installation floater insurance shall be a broad form or "all risk" policy providing coverage for all materials, supplies, machinery, fixtures, and equipment that will be incorporated into the Work. Coverage under the Contractor's installation floater will include:
  - 1. any loss to property while in transit,
  - 2. any loss at the Site, and
  - 3. any loss while in storage, both on-site and off-site.

Coverage cannot be contingent on an external cause or risk, or limited to property for which the Contractor is legally liable. The Contractor will be solely responsible for any deductible carried under this coverage and claims on materials, supplies, machinery, fixture, and equipment that will be incorporated into the Work while in transit or in

storage. This policy will include a waiver of subrogation applicable to Owner, Contractor, Engineer, all Subcontractors, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them.

**SC-6.05.A.1 Add the following new subparagraph after subparagraph 6.05.A.1:**

- a. In addition to Owner, Contractor, and all Subcontractors, include as insureds the following:
  - 1) Engineer

**ARTICLE 7 – CONTRACTOR’S RESPONSIBILITIES**

*SC-7.09 Taxes*

**SC 7.09 Add a new paragraph immediately after Paragraph 7.09.A:**

- B. Owner is exempt from payment of sales and compensating use taxes of the State of Ohio and of cities and counties thereof on all materials to be incorporated into the Work.
  - 1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
  - 2. Owner’s exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

*SC-7.12 Safety and Protection*

**SC-7.12 Insert the following after the second sentence of Paragraph 7.12.C:**

The Owner’s Safety Program is applicable to the Work.

A copy of the Safety Program requirements may be obtained from the Owner.

**ARTICLE 9 – OWNER’S RESPONSIBILITIES**

*SC-9.11 Evidence of Financial Arrangements*

**SC-9.11 Add the following new paragraph immediately after Paragraph 9.11.A:**

- B. The Owner has funded this project with the assistance of Funding Agencies. The requirements of the funding agency are listed in the Exhibits to the Supplementary Conditions and are made a part of the Contract Documents. Contractor shall comply with the requirements of the funding agencies, when there is a conflict between the funding agency requirements and any part of the Contract Documents the funding agency requirements shall take precedence, without voiding any requirement of the Contract Documents.

*SC-9.13 Owner’s Site Representative*

**SC-9.13 Add the following new paragraph immediately after Paragraph 9.12 of the General Conditions:**

SC-9.13 The Owner may furnish an Owner's Site Representative to represent the Owner at the site to observe progress and quality of the work. The Owner's Site Representative is not the Engineer's Consultant, agent or employee, but will possess the same authority over the work as defined for the RPR in Section SC10.03.B.

## ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

### SC-10.03 *Project Representative*

#### **SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:**

- B. The Resident Project Representative (RPR), if provided, will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
  3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.
  4. Liaison:
    - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
    - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
    - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
  5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
  6. Shop Drawings and Samples:
    - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.

- b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
  - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
- 7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
- 8. Review of Work and Rejection of Defective Work:
  - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
  - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 9. Inspections, Tests, and System Start-ups:
  - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
  - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- 10. Records:
  - a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
    - c. Maintain records for use in preparing Project documentation.
  - 11. Reports:
    - a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
    - b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
    - c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.
  - 12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
  - 13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
  - 14. Completion:
    - a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
    - b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
    - c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.
- C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

**ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

*SC-13.01 Cost of the Work*

**SC 13.01.B.5.c Delete Paragraph 13.01.B.5.c in its entirety and insert the following in its place:**

- c. Construction Equipment and Machinery:
  - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
  - 2) Costs for equipment and machinery owned by Contractor will be paid at a rate shown for such equipment in the Rate Book appropriate for the Project. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or

machinery with a value of less than \$1,000 will be considered small tools.

*SC-13.03 Unit Price Work*

**SC 13.03.E Delete Paragraph 13.03.E in its entirety and insert the following in its place:**

- E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:
1. if the extended price of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
  2. if there is no corresponding adjustment with respect to any other item of Work; and
  3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

**ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

*SC-14.02 Tests, Inspections and Approvals*

**SC 14.02.B Delete Paragraph 14.02.B in its entirety and insert the following in its place:**

- B. Contactor shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Contractor, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

**ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

*SC-15.01 Progress Payments*

**SC 15.01.A Add the following new subparagraph to Paragraph 15.01.A:**

1. Mobilization for Contractor and any tier of subcontractor(s) shall be considered collectively and shall not exceed 5 percent of the Contract Price. Mobilization shall be those costs associated with the initiation of the project and site work, including but not limited to, transporting of personnel, equipment, materials, supplies, incidental items; establishment of the field offices, temporary facilities necessary for the project, bonds and insurances, submittal requirements,



permits, field supervision, final cleanup and demobilization. Mobilization does not include such items as, contract negotiations and bid preparation.

- a. Where the work is covered by unit price and no item has been included for mobilization as defined in Section 01010., then this work is considered incidental to the work and will not be paid separately.
  - b. Where the work is covered by unit prices, and item(s) for mobilization, as described in Section 01010 have been included, the maximum allowable amount shall be five percent of the aggregate of all items excluding mobilization. Where mobilization is included as multiple items, then the aggregate amount of all mobilization items shall not exceed the allowable 5 percent.
2. Costs for submittal requirements, field office and supervision, where identified separately in the schedule of values shall be considered for payment monthly. When the cost is a lump sum as submitted in accordance with 2.6, the monthly cost shall be established by dividing the lump sum by the number of monthly estimates based on the original contract time. No adjustments shall be made for any contract time extensions.
  3. Mobilization shall be included in the progress payments, in accordance with the schedule of values and unit prices. When the work, excluding mobilization and inventory, has progressed to an amount equal to five percent or more of the contract price, then an amount of not more than 50 percent of the mobilization cost will be considered for inclusion in the progress payment. Prior to the established five percent, Owner may consider payment on invoices for bonds and insurances and permits; this amount shall be subtracted for the total amount from mobilization.  
  
Up to an additional 40 percent of the mobilization cost will be considered for inclusion in the progress payments once the work, excluding mobilization and inventory, has progressed to an amount equal to 50 percent of the Contract Price. The remaining mobilization payment will be paid as part of the final payment.

### *15.03 Substantial Completion*

#### **SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:**

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

END OF SECTION



**EXHIBIT 1**  
**STATE WAGE RATES**



# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Asbestos Local 41 Heat & Frost Insulators

Change # : LCN01-2016fbLoc41

Craft : Asbestos Worker Effective Date : 07/27/2016 Last Posted : 07/27/2016

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Asbestos Insulation Worker	\$29.82		\$5.84	\$4.00	\$0.15	\$0.00	\$3.63	\$1.49	\$0.00	\$0.00	\$44.93	\$59.84
Apprentice	Percent											
1st year 3 months	49.73	\$14.83	\$5.59	\$0.00	\$0.15	\$0.00	\$3.41	\$0.69	\$0.00	\$0.00	\$24.67	\$32.08
1st year 9 months	60.05	\$17.91	\$5.59	\$0.00	\$0.15	\$0.00	\$3.79	\$0.69	\$0.00	\$0.00	\$28.13	\$37.08
2nd year	70.35	\$20.98	\$5.59	\$0.00	\$0.15	\$0.00	\$4.21	\$0.69	\$0.00	\$0.00	\$31.62	\$42.11
3rd year	78.83	\$23.51	\$5.59	\$4.00	\$0.15	\$0.00	\$2.75	\$2.13	\$0.00	\$0.00	\$38.13	\$49.88
4th year	89.53	\$26.70	\$5.59	\$4.00	\$0.15	\$0.00	\$3.05	\$2.13	\$0.00	\$0.00	\$41.62	\$54.97

**Special Calculation Note :** "Other" Benefits are for Retiree Medical and Pension Rehab.

**Ratio :**

3 Journeymen to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

ALLEN, DEFIANCE, MERCER, PAULDING, VAN WERT, WILLIAMS

**Special Jurisdictional Note :**

**Details :**

The removal of all insulation materials, whether they contain asbestos or not, from mechanical systems (pipes, boilers, ducts, flues, breaching, etc.) is recognized as being the exclusive work of the Asbestos Workers.

On all mechanical systems (pipes, boilers, ducts, flues, breaching, etc.) that are going to be demolished, the removal of all insulating materials whether they contain asbestos or not shall be the exclusive work of the Laborers.

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Asbestos Local 207 OH IIKT

Change # : LCN01-2018fbLoc207IIKT

Craft : Asbestos Worker Effective Date : 08/23/2018 Last Posted : 08/23/2018

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Asbestos Abatement	\$23.60	\$7.25	\$7.05	\$0.65	\$0.00	\$0.00	\$0.10	\$0.00	\$0.00	\$38.65	\$50.45
Trainee	\$14.75	\$7.25	\$0.00	\$0.65	\$0.00	\$0.00	\$0.10	\$0.00	\$0.00	\$22.75	\$30.12

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

**Ratio :**

2 Journeymen to 1 Trainee

**Jurisdiction ( \* denotes special jurisdictional note ) :**

ALLEN, DEFIANCE, MERCER, PAULDING, VAN WERT, WILLIAMS

**Special Jurisdictional Note :**

**Details :**

Asbestos & lead paint abatement including, but not limited to the removal or encapsulation of asbestos & lead paint, all work in conjunction with the preparation of the removal of same & all work in conjunction with the clean up after said removal. The removal of all insulation materials, whether they contain asbestos or not, from mechanical systems (pipes, boilers, ducts, flues, breaching, etc.) is recognized as being the exclusive work of the Asbestos Abatement Workers.

On all mechanical systems (pipes, boilers, ducts, flues, breaching, etc.) that are going to be demolished, the removal of all insulating materials whether they contain asbestos or not shall be the exclusive work of the Laborers.

An Abatement Journeyman is anyone who has more than 300 hours in the Asbestos Abatement field.

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Boilermaker Local 85

Change # : LCN01-2012kpLoc85

Craft : Boilermaker Effective Date : 03/28/2012 Last Posted : 03/28/2012

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Boilermaker	\$31.01		\$6.97	\$10.77	\$0.35	\$0.00	\$3.00	\$2.09	\$0.00	\$0.00	\$54.19	\$69.69
Apprentice	Percent											
1st 6 months	70.00	\$21.71	\$6.97	\$0.25	\$0.35	\$0.00	\$0.25	\$2.09	\$0.00	\$0.00	\$31.62	\$42.47
2nd 6 months	72.50	\$22.48	\$6.97	\$0.25	\$0.35	\$0.00	\$0.25	\$2.09	\$0.00	\$0.00	\$32.39	\$43.63
3rd 6 months	75.00	\$23.26	\$6.97	\$0.25	\$0.35	\$0.00	\$0.25	\$2.09	\$0.00	\$0.00	\$33.17	\$44.80
4th 6 months	77.50	\$24.03	\$6.97	\$10.77	\$0.35	\$0.00	\$3.00	\$2.09	\$0.00	\$0.00	\$47.21	\$59.23
5th 6 months	80.00	\$24.81	\$6.97	\$10.77	\$0.35	\$0.00	\$3.00	\$2.09	\$0.00	\$0.00	\$47.99	\$60.39
6th 6 months	85.00	\$26.36	\$6.97	\$10.77	\$0.35	\$0.00	\$3.00	\$2.09	\$0.00	\$0.00	\$49.54	\$62.72
7th 6 months	90.00	\$27.91	\$6.97	\$10.77	\$0.35	\$0.00	\$3.00	\$2.09	\$0.00	\$0.00	\$51.09	\$65.04
8th 6 months	95.00	\$29.46	\$6.97	\$10.77	\$0.35	\$0.00	\$3.00	\$2.09	\$0.00	\$0.00	\$52.64	\$67.37

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

### Ratio :

5 Journeymen to 1 Apprentice  
10 Journeymen to 2 Apprentice  
15 Journeymen to 3 Apprentice

Helpers will be referred in the event that apprentices are NOT available.

### Jurisdiction ( \* denotes special jurisdictional note ) :

ALLEN, ASHLAND, AUGLAIZE, CRAWFORD, DARKE, DEFIANCE, DELAWARE, ERIE, FULTON, HANCOCK, HARDIN, HENRY, HURON, KNOX, LOGAN, LUCAS, MARION, MERCER, MORROW, OTTAWA, PAULDING, PUTNAM, RICHLAND, SANDUSKY, SENECA, SHELBY, UNION, VAN WERT, WILLIAMS, WOOD, WYANDOT

### Special Jurisdictional Note :

### Details :

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Bricklayer Local 3 Zone 3 Tile Setters

Change # : LCN01-2020bLoc35

Craft : Bricklayer Effective Date : 07/02/2020 Last Posted : 07/02/2020

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Bricklayer Tile Setter/Terrazzo Worker	\$28.82	\$7.95	\$6.66	\$0.79	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$44.72	\$59.13
Tile Finisher Assistant											
1st Year	\$14.45	\$7.95	\$1.70	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24.64	\$31.86
2nd Year	\$19.17	\$7.95	\$1.70	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29.36	\$38.95
3rd Year	\$23.89	\$7.95	\$1.70	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.08	\$46.03
Apprentice	Percent										
1st 6 months	60.00	\$17.29	\$7.95	\$6.66	\$0.79	\$0.00	\$0.50	\$0.00	\$0.00	\$33.19	\$41.84
2nd 6 months	65.00	\$18.73	\$7.95	\$6.66	\$0.79	\$0.00	\$0.50	\$0.00	\$0.00	\$34.63	\$44.00
3rd 6 months	70.00	\$20.17	\$7.95	\$6.66	\$0.79	\$0.00	\$0.50	\$0.00	\$0.00	\$36.07	\$46.16
4th 6 months	75.00	\$21.62	\$7.95	\$6.66	\$0.79	\$0.00	\$0.50	\$0.00	\$0.00	\$37.52	\$48.32
5th 6 months	80.00	\$23.06	\$7.95	\$6.66	\$0.79	\$0.00	\$0.50	\$0.00	\$0.00	\$38.96	\$50.48
6th 6 months	85.00	\$24.50	\$7.95	\$6.66	\$0.79	\$0.00	\$0.50	\$0.00	\$0.00	\$40.40	\$52.65
7th 6 months	90.00	\$25.94	\$7.95	\$6.66	\$0.79	\$0.00	\$0.50	\$0.00	\$0.00	\$41.84	\$54.81
8th 6 months	95.00	\$27.38	\$7.95	\$6.66	\$0.79	\$0.00	\$0.50	\$0.00	\$0.00	\$43.28	\$56.97

**Special Calculation Note :** Light Commercial Apprentices are 50% of Journeyman's rate plus full fringes

**Ratio :**

3 Journeymen to 1 Apprentice  
 8 Journeymen to 2 Apprentice  
 13 Journeymen to 3 Apprentice  
 18 Journeymen to 4 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

ALLEN, AUGLAIZE, MERCER, VAN WERT

**Special Jurisdictional Note :**

**Details :**

BAT registered Apprentices must be employed prior to hiring Mason Finisher (s).



# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Bricklayer Local 3 Zone 3

Change # : LCN01-2020fbLoc3

Craft : Bricklayer Effective Date : 07/01/2020 Last Posted : 06/25/2020

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Bricklayer	\$28.82		\$7.95	\$6.66	\$0.79	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$44.72	\$59.13
Stone Masons Marble Masons	\$28.82		\$7.95	\$6.66	\$0.79	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$44.72	\$59.13
Pointer Caulker Cleaner	\$28.82		\$7.95	\$6.66	\$0.79	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$44.72	\$59.13
Refractory Worker	\$28.82		\$7.95	\$6.66	\$0.79	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$44.72	\$59.13
Apprentice Indentured AFTER 02/01/2019												
1st 6 Months	\$17.29		\$7.95	\$6.66	\$0.79	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$33.19	\$41.84
2nd 6 Months	\$18.73		\$7.95	\$6.66	\$0.79	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$34.63	\$44.00
3rd 6 Months	\$20.17		\$7.95	\$6.66	\$0.79	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$36.07	\$46.16
4th 6 Months	\$21.62		\$7.95	\$6.66	\$0.79	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$37.52	\$48.33
5th 6 Months	\$23.06		\$7.95	\$6.66	\$0.79	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$38.96	\$50.49
6th 6 Months	\$24.50		\$7.95	\$6.66	\$0.79	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$40.40	\$52.65
7th 6 Months	\$25.94		\$7.95	\$6.66	\$0.79	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$41.84	\$54.81
8th 6 Months	\$27.38		\$7.95	\$6.66	\$0.79	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$43.28	\$56.97
Apprentice Indentured BEFORE 02/01/2019	Percent											
1st 6	50.00	\$14.41	\$7.95	\$6.66	\$0.79	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$30.31	\$37.52

months												
2nd 6 months	55.00	\$15.85	\$7.95	\$6.66	\$0.79	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$31.75	\$39.68
3rd 6 months	60.00	\$17.29	\$7.95	\$6.66	\$0.79	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$33.19	\$41.84
4th 6 months	70.00	\$20.17	\$7.95	\$6.66	\$0.79	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$36.07	\$46.16
5th 6 months	75.00	\$21.62	\$7.95	\$6.66	\$0.79	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$37.52	\$48.32
6th 6 months	80.00	\$23.06	\$7.95	\$6.66	\$0.79	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$38.96	\$50.48
7th 6 months	90.00	\$25.94	\$7.95	\$6.66	\$0.79	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$41.84	\$54.81
8th 6 months	95.00	\$27.38	\$7.95	\$6.66	\$0.79	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00	\$43.28	\$56.97
Mason Trainees: 1-90 days	45.00	\$12.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12.97	\$19.45
91-365 days	45.00	\$12.97	\$7.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.92	\$27.40
2nd year	50.00	\$14.41	\$7.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.36	\$29.57

**Special Calculation Note :** Light Commercial Apprentices are 50% of Journeyman's rate plus full fringes

**Ratio :**

1 Journeymen 1 Apprentice 1 Mason Trainee  
2-6 Journeymen 2 Apprentice 1 Mason Trainee  
7-12 Journeymen 3 Apprentice 2 Mason Trainee  
13-18 Journeymen 4 Apprentice 2 Mason Trainee

**Jurisdiction ( \* denotes special jurisdictional note ) :**

ALLEN, AUGLAIZE, MERCER, VAN WERT

Mason Trainee Ratio:

1 Apprentice permits 1 Mason Trainee  
2 Apprentices permits 1 Mason Trainee  
3 Apprentices permits 2 Mason Trainees  
4 Apprentices permits 2 Mason Trainees

**Special Jurisdictional Note :**

**Details :**

BAT registered Apprentices must be employed prior to hiring Mason Trainee(s).

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Carpenter Floorlayer Zone II

Change # : LCN01-2021fbZonell

Craft : Carpenter Effective Date : 05/01/2021 Last Posted : 04/28/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Floorlayer	\$25.86		\$7.70	\$10.88	\$0.52	\$0.00	\$3.90	\$0.00	\$0.00	\$0.00	\$48.86	\$61.79
Apprentice	Percent											
1st 3 Month Period	60.00	\$15.52	\$7.70	\$0.00	\$0.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23.74	\$31.49
2nd 3 Month Period	60.00	\$15.52	\$7.70	\$0.00	\$0.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23.74	\$31.49
2rd 6 MonthPeriod	60.00	\$15.52	\$7.70	\$10.88	\$0.52	\$0.00	\$3.90	\$0.00	\$0.00	\$0.00	\$38.52	\$46.27
3rd 6 Month Period	65.00	\$16.81	\$7.70	\$10.88	\$0.52	\$0.00	\$3.90	\$0.00	\$0.00	\$0.00	\$39.81	\$48.21
4th 6 Month Period	75.00	\$19.39	\$7.70	\$10.88	\$0.52	\$0.00	\$3.90	\$0.00	\$0.00	\$0.00	\$42.40	\$52.09
5th 6 Month Period	80.00	\$20.69	\$7.70	\$10.88	\$0.52	\$0.00	\$3.90	\$0.00	\$0.00	\$0.00	\$43.69	\$54.03
6th 6 Month Period	85.00	\$21.98	\$7.70	\$10.88	\$0.52	\$0.00	\$3.90	\$0.00	\$0.00	\$0.00	\$44.98	\$55.97
7th 6 Month Period	90.00	\$23.27	\$7.70	\$10.88	\$0.52	\$0.00	\$3.90	\$0.00	\$0.00	\$0.00	\$46.27	\$57.91
8th 6 Month Period	95.00	\$24.57	\$7.70	\$10.88	\$0.52	\$0.00	\$3.90	\$0.00	\$0.00	\$0.00	\$47.57	\$59.85

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

**Ratio :**

1 Journeymen to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

ALLEN, AUGLAIZE, CRAWFORD, HARDIN, HENRY, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, VAN WERT, WILLIAMS, WYANDOT

**Special Jurisdictional Note :**

**Details :**

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Carpenter Millwright & Pile Driver Zone II

Change # : LCN01-2021fbLocZone II

Craft : Carpenter Effective Date : 05/01/2021 Last Posted : 04/28/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter Millwright Pile Driver	\$30.33		\$7.73	\$11.99	\$0.63	\$0.00	\$5.55	\$0.00	\$0.00	\$0.00	\$56.23	\$71.39
Apprentice	Percent											
1st 6 months	60.00	\$18.20	\$7.73	\$0.00	\$0.63	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26.56	\$35.66
2nd 6 months	60.00	\$18.20	\$7.73	\$11.99	\$0.63	\$0.00	\$5.55	\$0.00	\$0.00	\$0.00	\$44.10	\$53.20
3rd 6 months	70.00	\$21.23	\$7.73	\$11.99	\$0.63	\$0.00	\$5.55	\$0.00	\$0.00	\$0.00	\$47.13	\$57.75
4th 6 months	75.00	\$22.75	\$7.73	\$11.99	\$0.63	\$0.00	\$5.55	\$0.00	\$0.00	\$0.00	\$48.65	\$60.02
5th 6 months	80.00	\$24.26	\$7.73	\$11.99	\$0.63	\$0.00	\$5.55	\$0.00	\$0.00	\$0.00	\$50.16	\$62.30
6th 6 months	85.00	\$25.78	\$7.73	\$11.99	\$0.63	\$0.00	\$5.55	\$0.00	\$0.00	\$0.00	\$51.68	\$64.57
7th 6 months	90.00	\$27.30	\$7.73	\$11.99	\$0.63	\$0.00	\$5.55	\$0.00	\$0.00	\$0.00	\$53.20	\$66.85
8th 6 months	95.00	\$28.81	\$7.73	\$11.99	\$0.63	\$0.00	\$5.55	\$0.00	\$0.00	\$0.00	\$54.71	\$69.12

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

**Ratio :**

3 Journeymen to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

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

**Special Jurisdictional Note :**

**Details :**

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Carpenter NE District Industrial Dock & Door

Change # : LCN01-2014fbCarpNEStatewide

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

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter	\$19.70		\$5.05	\$1.00	\$0.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.90	\$35.75
Trainee	Percent											
1st Year	60.00	\$11.82	\$5.05	\$1.00	\$0.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18.02	\$23.93
2nd Year	80.20	\$15.80	\$5.05	\$1.00	\$0.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.00	\$29.90

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

**Ratio :**

1 Journeymen to 1 Trainee

**Jurisdiction ( \* denotes special jurisdictional note ) :**

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

**Special Jurisdictional Note :** Industrial Dock and Door is the installation of overhead doors, roll up doors and dock leveling equipment

**Details :**

10/27/10 New Contract jc

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Carpenter NW District Overhead Door

Change # : CN02-2007LocNW248

Craft : Carpenter Effective Date : 09/06/2007 Last Posted : 09/06/2007

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Carpenter Mechanic	\$20.00	\$0.00	\$1.00	\$0.20	\$0.00	\$0.00	\$0.00			\$21.20	\$31.20
Intermediate Mechanic Level 2	\$15.85	\$0.00	\$0.00	\$0.20	\$0.00	\$0.00	\$0.00			\$16.05	\$23.97
Mechanic Level 1	\$12.00	\$0.00	\$0.00	\$0.20	\$0.00	\$0.00	\$0.00			\$12.20	\$18.20

**Special Calculation Note :** Fully paid reasonable & customary comprehensive medical/surgical insurance shall be provided for employee, spouse and dependent children by employer.

### Ratio :

1 Journeymen Mechanic to 1 Mechanic Level 1 or Intermediate Mechanic Level 2

### Jurisdiction ( \* denotes special jurisdictional note ) :

ALLEN, AUGLAIZE, CRAWFORD, DEFIANCE, FULTON, HANCOCK, HARDIN, HENRY, LUCAS, MERCER, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, VAN WERT, WILLIAMS, WOOD, WYANDOT

### Special Jurisdictional Note :

### Details :

All work related to the repair, transportation, installation and servicing of doors and gates of any type: and repair, transportation and servicing of any and all items related to doors and gates: and the preparation of any openings, passageways and/or access where a door and/or gate will be installed. Including but not limited to: Upward acting doors, horizontally sliding doors, rapid roll fabric doors, overhead chain gates, sliding grills, air doors, fire doors and any other doors/or gates which are used to gain access to or prevent access to any area, enclosed or otherwise and Dock Levers. Also any devices and/or items used to operate, open or close doors.

Journeyman Mechanic - an individual that has adequately demonstrated his knowledge and proficiency at all parts of the trade, who has 3 years documented experience at that trade, or who has been certified by a bona fide apprenticeship program, registered with the US Dept of Labor/Bureau of Apprenticeship.

Intermediate Mechanic Level 2- an employee who has performed work as a junior mechanic at least 3 years.

Mechanic Level 1- the employer may hire persons who are not journeypersons. These employees will start at

60% of the journeypersons wage rate and the employer is not required to pay fringe benefits, until the Mechanic becomes a Journeyman Mechanic.



# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Carpenter Zone III

Change # : LCN01-2021fbZonelll

Craft : Carpenter Effective Date : 05/01/2021 Last Posted : 04/28/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Carpenter	\$26.28		\$7.70	\$10.88	\$0.58	\$0.00	\$4.02	\$0.00	\$0.00	\$0.00	\$49.46	\$62.60
Apprentice	Percent											
1st 6 Months	60.00	\$15.77	\$7.70	\$0.00	\$0.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24.05	\$31.93
2nd 6 Months	60.00	\$15.77	\$7.70	\$10.88	\$0.58	\$0.00	\$4.02	\$0.00	\$0.00	\$0.00	\$38.95	\$46.83
3rd 6 Months	65.00	\$17.08	\$7.70	\$10.88	\$0.58	\$0.00	\$4.02	\$0.00	\$0.00	\$0.00	\$40.26	\$48.80
4th 6 Months	75.00	\$19.71	\$7.70	\$10.88	\$0.58	\$0.00	\$4.02	\$0.00	\$0.00	\$0.00	\$42.89	\$52.75
5th 6 Months	80.00	\$21.02	\$7.70	\$10.88	\$0.58	\$0.00	\$4.02	\$0.00	\$0.00	\$0.00	\$44.20	\$54.72
6th 6 Months	85.00	\$22.34	\$7.70	\$10.88	\$0.58	\$0.00	\$4.02	\$0.00	\$0.00	\$0.00	\$45.52	\$56.69
7th 6 Months	90.00	\$23.65	\$7.70	\$10.88	\$0.58	\$0.00	\$4.02	\$0.00	\$0.00	\$0.00	\$46.83	\$58.66
8th 6 Months	95.00	\$24.97	\$7.70	\$10.88	\$0.58	\$0.00	\$4.02	\$0.00	\$0.00	\$0.00	\$48.15	\$60.63

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

**Ratio :**

2 Journeymen to 1 Apprentice

**Jurisdiction ( \* 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



# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Cement Mason Bricklayer Local 97 Hwy A

Change # : LCN01-2020fbHvyHwy

Craft : Bricklayer Effective Date : 06/01/2020 Last Posted : 05/21/2020

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason Bricklayer Sewer Water Works A	\$29.96		\$9.50	\$6.77	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.70	\$61.68
Apprentice	Percent											
1st year	50.00	\$14.98	\$9.50	\$6.77	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.72	\$39.21
2nd year	70.00	\$20.97	\$9.50	\$6.77	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.71	\$48.20
3rd year	90.00	\$26.96	\$9.50	\$6.77	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.70	\$57.19

**Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.**

### Ratio :

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

### Jurisdiction ( \* denotes special jurisdictional note ) :

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

## **Special Jurisdictional Note :**

### **Details :**

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

(B) Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work ,Pollution Control,Sewer Plant, Waste Plant, & Water Treatment Facilities, Construction.

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Cement Mason Bricklayer Local 97 Hwy B

Change # : LCN01-2020fbHvyHwy

Craft : Bricklayer Effective Date : 06/01/2020 Last Posted : 05/21/2020

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason Bricklayer Power Plants Tunnels Amusement Parks B	\$30.95		\$9.50	\$6.77	\$0.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.70	\$63.17
Apprentice	Percent											
1st year	50.00	\$15.48	\$9.50	\$6.77	\$0.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.23	\$39.96
2nd year	70.00	\$21.66	\$9.50	\$6.77	\$0.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.42	\$49.25
3rd year	90.00	\$27.85	\$9.50	\$6.77	\$0.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.60	\$58.53

**Special Calculation Note : NOT FOR BUILDING CONSTRUCTION.**

### Ratio :

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

### Jurisdiction ( \* denotes special jurisdictional note ) :

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

TRUMBULL, TUSCARAWAS, UNION, VAN WERT,  
VINTON, WARREN, WASHINGTON, WAYNE

**Special Jurisdictional Note :**

**Details :**

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

(B) Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work ,Pollution Control,Sewer Plant, Waste Plant, & Water Treatment Facilities, Construction.

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Cement Mason Local 886 (Lima)

Change # : LCN01-2019fbLoc886Lima

Craft : Cement Effective Date : 07/03/2019 Last Posted : 07/03/2019

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	\$27.85		\$8.10	\$7.40	\$0.30	\$0.00	\$4.05	\$0.00	\$0.00	\$0.00	\$47.70	\$61.63
Apprentice	Percent											
1st 6 months	70.00	\$19.50	\$8.10	\$7.40	\$0.30	\$0.00	\$4.05	\$0.00	\$0.00	\$0.00	\$39.34	\$49.09
2nd 6 months	80.00	\$22.28	\$8.10	\$7.40	\$0.30	\$0.00	\$4.05	\$0.00	\$0.00	\$0.00	\$42.13	\$53.27
3rd 6 months	90.00	\$25.07	\$8.10	\$7.40	\$0.30	\$0.00	\$4.05	\$0.00	\$0.00	\$0.00	\$44.91	\$57.45

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

**Ratio :**

5 Journeymen to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

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

**Special Jurisdictional Note :**

**Details :**

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Cement Mason Statewide HevHwy Exhibit A District II

Change # : OCN01-2021fbCementHevHwy

Craft : Cement Mason Effective Date : 05/01/2021 Last Posted : 04/23/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	\$31.15		\$8.25	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$49.72	\$65.29
Apprentice	Percent											
1st Year	70.00	\$21.80	\$8.25	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$40.37	\$51.28
2nd Year	80.00	\$24.92	\$8.25	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$43.49	\$55.95
3rd Year	90.00	\$28.03	\$8.25	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$46.60	\$60.62

**Special Calculation Note :** Other \$0.07 is for International Training Fund

### Ratio :

1 Journeymen to 1 Apprentice  
2 to 1 thereafter

### Jurisdiction ( \* denotes special jurisdictional note ) :

ALLEN, AUGLAIZE, BROWN, BUTLER,  
CARROLL, CLERMONT, COLUMBIANA,  
DEFIANCE, ERIE, HAMILTON, HARDIN,  
HIGHLAND, HOLMES, HURON, LOGAN, LORAIN,  
MAHONING, MEDINA, MERCER, OTTAWA,  
PAULDING, PORTAGE, SANDUSKY, SENECA,  
STARK, SUMMIT, TRUMBULL, TUSCARAWAS,  
VAN WERT, WARREN, WAYNE, WILLIAMS

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

### Details :



# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Cement Mason Statewide HevHwy Exhibit B District II

Change # : OCN01-2021fbCementHevHwy

Craft : Cement Mason Effective Date : 05/01/2021 Last Posted : 04/23/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Cement Mason	\$32.02		\$8.25	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$50.59	\$66.60
Apprentice	Percent											
1st Year	70.00	\$22.41	\$8.25	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$40.98	\$52.19
2nd Year	80.00	\$25.62	\$8.25	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$44.19	\$56.99
3rd Year	90.00	\$28.82	\$8.25	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$47.39	\$61.80

**Special Calculation Note :** Other \$0.07 is for International Training Fund.

### Ratio :

1 Journeymen to 1 Apprentice  
2 to 1 thereafter

### Jurisdiction ( \* denotes special jurisdictional note ) :

ALLEN, AUGLAIZE, BROWN, BUTLER,  
CARROLL, CLERMONT, COLUMBIANA,  
DEFIANCE, ERIE, HAMILTON, HARDIN,  
HIGHLAND, HOLMES, HURON, LOGAN, LORAIN,  
MAHONING, MEDINA, MERCER, OTTAWA,  
PAULDING, PORTAGE, SANDUSKY, SENECA,  
STARK, SUMMIT, TRUMBULL, TUSCARAWAS,  
VAN WERT, WARREN, WAYNE, WILLIAMS

**Special Jurisdictional Note :** (B) Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work ,Pollution Control,Sewer Plant,  
Waste Plant, & Water Treatment Facilities, Construction.

### Details :



# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Electrical Local 32 Lt Commercial South West

Change # : LCN01-2021fbLoc32

Craft : Electrical Effective Date : 04/14/2021 Last Posted : 04/14/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrician	\$26.75		\$6.30	\$3.70	\$0.80	\$0.00	\$2.50	\$1.00	\$0.00	\$0.00	\$41.05	\$54.42
CE-3 12,001- 14,000 Hrs	\$22.99		\$6.35	\$0.69	\$0.68	\$0.00	\$0.69	\$0.37	\$0.00	\$0.00	\$31.77	\$43.26
CE-2 10,001- 12,000	\$18.06		\$6.35	\$0.54	\$0.68	\$0.00	\$0.54	\$0.37	\$0.00	\$0.00	\$26.54	\$35.57
CE-1 8,001- 10,000 Hrs	\$16.42		\$6.35	\$0.49	\$0.68	\$0.00	\$0.49	\$0.37	\$0.00	\$0.00	\$24.80	\$33.01
CW-4 6,001- 8,000 Hrs	\$14.78		\$6.35	\$0.44	\$0.68	\$0.00	\$0.44	\$0.37	\$0.00	\$0.00	\$23.06	\$30.45
CW-3 4,001- 6,000 Hrs	\$13.14		\$6.35	\$0.39	\$0.68	\$0.00	\$0.39	\$0.37	\$0.00	\$0.00	\$21.32	\$27.89
CW-2 2,001- 4,000 Hrs	\$12.32		\$6.35	\$0.37	\$0.68	\$0.00	\$0.37	\$0.37	\$0.00	\$0.00	\$20.46	\$26.62
CW-1 0- 2,000 Hrs	\$11.49		\$6.35	\$0.35	\$0.68	\$0.00	\$0.35	\$0.37	\$0.00	\$0.00	\$19.59	\$25.34
<b>Apprentice</b>	<b>Percent</b>											
1st period 0-1000 hrs	40.00	\$10.70	\$6.30	\$0.32	\$0.32	\$0.00	\$0.00	\$1.00	\$0.00	\$0.00	\$18.64	\$23.99
2nd period 1000- 2000 hrs	45.00	\$12.04	\$6.30	\$0.36	\$0.36	\$0.00	\$0.00	\$1.00	\$0.00	\$0.00	\$20.06	\$26.08
3rd period 2000- 3500 hrs	55.00	\$14.71	\$6.30	\$2.04	\$0.44	\$0.00	\$1.38	\$1.00	\$0.00	\$0.00	\$25.87	\$33.23
4th period 3500- 5000 hrs	65.00	\$17.39	\$6.30	\$2.41	\$0.52	\$0.00	\$1.63	\$1.00	\$0.00	\$0.00	\$29.25	\$37.94
5th period 5000-	75.00	\$20.06	\$6.30	\$2.78	\$0.60	\$0.00	\$1.88	\$1.00	\$0.00	\$0.00	\$32.62	\$42.65

6500 hrs												
6th period 6500- 8000 hrs	85.00	\$22.74	\$6.30	\$3.15	\$0.68	\$0.00	\$2.13	\$1.00	\$0.00	\$0.00	\$36.00	\$47.37

**Special Calculation Note :** OTHER IS: Voluntary Employees Beneficiary Association.

**Ratio :**

Each Job Site shall be allowed 3  
Journeyman to 2 Apprentices as  
illustrated below:

- 1 to 3 Journeyman to 2 Apprentices
- 4 to 6 Journeyman to 4 Apprentices
- 7 to 9 Journeyman to 6 Apprentices

The first person assigned to any job site shall be a  
Journeyman Wireman.

Construction Electrician and Construction Wireman  
Ratio

There shall be a minimum ratio of one inside  
Journeyman to every (4) employees of different  
classification per jobsite. An inside Journeyman  
Wireman is required on the project as the fifth (5th)  
worker or when apprentices are used.

**Special Jurisdictional Note :** In Wyandot County the following townships are included: Crawford, Jackson, Marseilles, Mifflin, Ridgeland, Ridge and Salem.

The scope of work for the light commercial agreement shall apply to the following facilities not to exceed 200,000 square feet; office buildings, shopping centers, auto sales agencies and garages, churches, funeral homes, nursing homes, hotels, retail and wholesale facilities, small stand-alone manufacturing facilities when free standing and not part of a larger facility (not to exceed 50,000 square fee), solar projects (500 panels or less) unless otherwise covered under the agreement, lighting retrofits (when not associated with remodels involving branch re-circuiting) lighting retrofits shall be defined as the changing of lamps and ballasts in existing light fixtures and shall also include the one for one replacement of existing fixtures, warehouses, gas stations, food service centers, restaurants, entertainment facilities, hospitals, clinics, motels, residential buildings.

**Details :**

A Certified Welder will receive \$1.50 per hour above the Journeyman rate. Welders welding on galvanized shall receive \$1.50 per hour above the Journeyman rate.

All work over 35 feet but less than 60 feet shall receive \$.75 per hour above the Journeyman rate.

All work 60 feet or over shall receive \$1.50 per hour above the Journeyman rate.

When using a JLG-typ equipment or bucket truck is used there will be no high pay unless the work is over 60 feet.

**Jurisdiction ( \* denotes special jurisdictional note ) :**

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER,  
SHELBY, VAN WERT, WYANDOT\*

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Electrical Local 32 Voice Data Video

Change # : LCR02-2020fbLoc32VDV

Craft : Voice Data Video Effective Date : 11/30/2020 Last Posted : 11/09/2020

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrical Installer Technician A	\$25.10	\$6.60	\$0.75	\$0.48	\$0.00	\$4.40	\$0.00	\$0.00	\$0.00	\$37.33	\$49.88
Electrical Installer Technician B	\$23.85	\$6.60	\$0.72	\$0.45	\$0.00	\$4.40	\$0.00	\$0.00	\$0.00	\$36.02	\$47.95
JW Installer Technician	\$22.59	\$6.60	\$0.68	\$0.43	\$0.00	\$4.40	\$0.00	\$0.00	\$0.00	\$34.70	\$46.00
NON-BISCI Installer	\$16.32	\$3.00	\$0.49	\$0.31	\$0.00	\$2.00	\$0.00	\$0.00	\$0.00	\$22.12	\$30.28
Cable puller	\$12.55	\$3.00	\$0.38	\$0.24	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$16.42	\$22.69
Indentured After 09-03-2018											
1st Period 0-1000 Hrs OJT	\$13.81	\$3.00	\$0.41	\$0.26	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$17.73	\$24.64
2nd Period 1001-2000 Hrs OJT	\$13.81	\$3.00	\$0.41	\$0.26	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$17.73	\$24.64
3rd Period 2001-3000 Hrs OJT	\$16.32	\$6.50	\$0.49	\$0.31	\$0.00	\$4.40	\$0.00	\$0.00	\$0.00	\$28.02	\$36.18
4th Period 3001-4000 Hrs OJT	\$16.32	\$6.50	\$0.49	\$0.31	\$0.00	\$4.40	\$0.00	\$0.00	\$0.00	\$28.02	\$36.18
5th Period 4001-5000 Hrs OJT	\$18.80	\$6.53	\$0.56	\$0.36	\$0.00	\$4.40	\$0.00	\$0.00	\$0.00	\$30.65	\$40.05
6th Period 5001-6000	\$18.83	\$6.53	\$0.56	\$0.36	\$0.00	\$4.40	\$0.00	\$0.00	\$0.00	\$30.68	\$40.10

Hrs OJT												
7th Period 6001-7000 Hrs OJT	\$20.08		\$6.54	\$0.60	\$0.38	\$0.00	\$4.40	\$0.00	\$0.00	\$0.00	\$32.00	\$42.04
8th Period 7001 Hrs	\$20.08		\$6.54	\$0.60	\$0.38	\$0.00	\$4.40	\$0.00	\$0.00	\$0.00	\$32.00	\$42.04
<b>Apprentice Indentured Before 09- 03-2018</b>	<b>Percent</b>											
1s 50% 0- 800 hours OJT	50.00	\$12.55	\$6.60	\$0.38	\$0.24	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$20.02	\$26.30
2nd 50% 801-1600 hours OJT	50.00	\$12.55	\$6.60	\$0.38	\$0.24	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$20.02	\$26.30
3rd 60% 1601-2400 hours OJT	60.00	\$15.06	\$6.60	\$0.45	\$0.29	\$0.00	\$4.40	\$0.00	\$0.00	\$0.00	\$26.80	\$34.33
4th-65% 2401-3200 hours OJT	65.00	\$16.32	\$6.60	\$0.49	\$0.31	\$0.00	\$4.40	\$0.00	\$0.00	\$0.00	\$28.11	\$36.27
5th70% 3201-4000 hours OJT	70.00	\$17.57	\$6.60	\$0.53	\$0.33	\$0.00	\$4.40	\$0.00	\$0.00	\$0.00	\$29.43	\$38.21
6th 75% 4001-4800 hours OJT	75.01	\$18.83	\$6.60	\$0.56	\$0.36	\$0.00	\$4.40	\$0.00	\$0.00	\$0.00	\$30.75	\$40.16

### Special Calculation Note :

#### Ratio :

1-3 Technician to 2 Apprentice  
4-6 Technician to 4 Apprentice  
7-9 Technician to 6 Apprentice

#### Jurisdiction ( \* denotes special jurisdictional note ) :

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER,  
SHELBY, VAN WERT, WYANDOT\*

**Special Jurisdictional Note :** In Wyandot County the following townships are included: (Crawford, Jackson, Marseilles, Mifflin, Ridgeland, Ridge and Salem)

#### Details :

Installer Technician A: has 5 years of experience and training, successfully completed classroom and OJT requirements of the JATC Administered Apprenticeship Program, pass and maintained BICSI Installer Level 1, BICSI Installer Level 2 and BICSI Technician level. A Journeyman Installer/Technician "A" is a Journeyman Installer/Technician B with 5 years experience & training and who holds a current BICSI Technician Certification.

Installer Technician B; shall have 4 years of experience & training, successfully completed Classroom & OJT requirements of JATC Administrated Apprenticeship Program, pass and maintained BICSI Installer Level 1 and BICSI Installer Level 2 or has passed & maintained BISCi Installer Level 2.

An Apprentice/Installer shall be an individual currently participating in the JATC Administered Apprenticeship Program completing classroom and OJT requirements as specified by JATC.

An employee who is required to wear a pager after hours will receive an additional 1.00 per hour for all hours worked.

Work covers but not limited to: low voltage construction, installation, maintenance, and removal of teledata facilities (voice, data, video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, railroad communications, micro waves, V-sAT, by-pass, CATV, WAN, wide area networks, LAN and ISDN.





# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Electrical Local 32

Change # : LCR02-2020fbLoc32

Craft : Electrical Effective Date : 11/29/2020 Last Posted : 11/09/2020

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Electrician	\$32.12		\$9.40	\$5.65	\$1.28	\$0.00	\$3.00	\$0.96	\$0.00	\$0.00	\$52.41	\$68.47
Apprentice	Percent											
1st period 0-1000 hrs	50.00	\$16.06	\$9.40	\$0.25	\$0.64	\$0.00	\$0.00	\$0.48	\$0.00	\$0.00	\$26.83	\$34.86
2nd period 1001- 2000 hrs	50.00	\$16.06	\$9.40	\$0.25	\$0.64	\$0.00	\$0.00	\$0.48	\$0.00	\$0.00	\$26.83	\$34.86
3rd period 2001- 3500 hrs	55.00	\$17.67	\$9.40	\$3.11	\$0.71	\$0.00	\$1.65	\$0.53	\$0.00	\$0.00	\$33.07	\$41.90
4th period 3501- 5000 hrs	65.00	\$20.88	\$9.40	\$3.67	\$0.84	\$0.00	\$1.95	\$0.63	\$0.00	\$0.00	\$37.37	\$47.81
5th period 5001- 6500 hrs	75.00	\$24.09	\$9.40	\$4.24	\$0.96	\$0.00	\$2.25	\$0.72	\$0.00	\$0.00	\$41.66	\$53.70
6th period 6501- 8000 hrs	85.00	\$27.30	\$9.40	\$4.80	\$1.09	\$0.00	\$2.55	\$0.82	\$0.00	\$0.00	\$45.96	\$59.61

**Special Calculation Note : OTHER IS: NEBF**

### Ratio :

Each Job Site shall be allowed 3 Journeymen to 2 Apprentices as illustrated below:

- 1 to 3 Journeymen to 2 Apprentices
- 4 to 6 Journeymen to 4 Apprentices
- 7 to 9 Journeymen to 6 Apprentices

The first person assigned to any job site shall be a Journeyman Wireman.

### Jurisdiction ( \* denotes special jurisdictional note ) :

ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY, VAN WERT, WYANDOT\*

**Special Jurisdictional Note :** In Wyandot County the following townships are included: Crawford, Jackson, Marseilles, Mifflin, Ridgeland, Ridge and Salem.

**Details :**

A Certified Welder will receive \$1.50 per hour above the Journeyman rate. Welders welding on galvanized shall receive \$1.50 per hour above the Journeyman rate.

All work over 35 feet but less than 60 feet shall receive \$.75 per hour above the Journeyman rate.

All work 60 feet or over shall receive \$1.50 per hour above the Journeyman rate.

When using a JLG-typ equipment or bucket truck is used there will be no high pay unless the work is over 60 feet.

## Skilled Crafts

**Name of Union: Electrical Local 245 High Tension Pipe Type Cable**

**Change # : LCN01-2021fbLoc245out**

**Craft : Lineman Effective Date : 03/26/2021 Last Posted : 03/26/2021**

[illegible]

Groundman Truck Driver 1 Year or More with CDL	\$29.65		\$6.75	\$0.89	\$0.30	\$0.00	\$7.12	\$0.00	\$0.00	\$0.00	\$44.71	\$59.53
<b>Lineman Apprentice</b>	<b>Percent</b>											
1st 6 Month	60.00	\$27.37	\$6.75	\$0.82	\$0.27	\$0.00	\$6.57	\$0.00	\$0.00	\$0.00	\$41.78	\$55.46
2nd 6 Month	65.00	\$29.65	\$6.75	\$0.89	\$0.30	\$0.00	\$7.12	\$0.00	\$0.00	\$0.00	\$44.71	\$59.53
3rd 6 Month	70.00	\$31.93	\$6.75	\$0.96	\$0.32	\$0.00	\$7.66	\$0.00	\$0.00	\$0.00	\$47.62	\$63.58
4th 6 Month	75.00	\$34.21	\$6.75	\$1.03	\$0.34	\$0.00	\$8.21	\$0.00	\$0.00	\$0.00	\$50.54	\$67.64
5th 6 Month	80.00	\$36.49	\$6.75	\$1.09	\$0.36	\$0.00	\$8.76	\$0.00	\$0.00	\$0.00	\$53.45	\$71.69
6th 6 Month	85.00	\$38.77	\$6.75	\$1.16	\$0.39	\$0.00	\$9.30	\$0.00	\$0.00	\$0.00	\$56.37	\$75.75
7th 6 Month	90.00	\$41.05	\$6.75	\$1.23	\$0.41	\$0.00	\$9.85	\$0.00	\$0.00	\$0.00	\$59.29	\$79.81

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

**Ratio :**

1 Journeyman to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

ALLEN, DEFIANCE, ERIE, FULTON, HANCOCK, HARDIN, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, VAN WERT, WILLIAMS, WOOD, WYANDOT

**Special Jurisdictional Note :**

**Details :**

A groundman when directed shall assist a Journeymen in the performance of his/her work on the ground, including the use of hand tools. A Groundman, Under no circumstances , shall this classification climb poles, towers, ladders, or work from an elevated platform or bucket truck. Heli - Arc Welding will be paid \$.30 above Journeyman rate. Additional compensation of 10% over the Journeyman Lineman and Journeyman Technician for performing work on structures outside of buildings such as water towers, smoke stacks, radio and television towers, more than 75' above the ground.

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Electrical Local 245 Outside Utility Power

Change # : LCN01-2021fbLoc245out

Craft : Lineman Effective Date : 03/26/2021 Last Posted : 03/26/2021

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrical Lineman	\$43.22	\$6.75	\$1.30	\$0.43	\$0.00	\$10.37	\$0.00	\$0.00	\$0.00	\$62.07	\$83.68
Substation Technician	\$43.22	\$6.75	\$1.30	\$0.43	\$0.00	\$10.37	\$0.00	\$0.00	\$0.00	\$62.07	\$83.68
Cable Splicer	\$45.26	\$6.75	\$1.36	\$0.45	\$0.00	\$10.86	\$0.00	\$0.00	\$0.00	\$64.68	\$87.31
Equipment Mechanic C	\$27.54	\$6.75	\$0.83	\$0.28	\$0.00	\$6.61	\$0.00	\$0.00	\$0.00	\$42.01	\$55.78
Equipment Mechanic B	\$30.91	\$6.75	\$0.93	\$0.31	\$0.00	\$7.42	\$0.00	\$0.00	\$0.00	\$46.32	\$61.78
Equipment Mechanic A	\$34.27	\$6.75	\$1.03	\$0.34	\$0.00	\$8.22	\$0.00	\$0.00	\$0.00	\$50.61	\$67.75
Equipment Operator C	\$27.54	\$6.75	\$0.83	\$0.28	\$0.00	\$6.61	\$0.00	\$0.00	\$0.00	\$42.01	\$55.78
Equipment Operator B	\$34.27	\$6.75	\$1.03	\$0.34	\$0.00	\$8.22	\$0.00	\$0.00	\$0.00	\$50.61	\$67.75
Equipment Operator A	\$38.75	\$6.75	\$1.16	\$0.39	\$0.00	\$9.30	\$0.00	\$0.00	\$0.00	\$56.35	\$75.72
Groundman Truck Driver 0 to 12 Months	\$21.61	\$6.75	\$0.65	\$0.22	\$0.00	\$5.19	\$0.00	\$0.00	\$0.00	\$34.42	\$45.22
Groundman Truck Driver 0 to 12 Months with CDL	\$23.77	\$6.75	\$0.71	\$0.24	\$0.00	\$5.70	\$0.00	\$0.00	\$0.00	\$37.17	\$49.06
Groundman Truck Driver 1 Year or More	\$23.77	\$6.75	\$0.71	\$0.24	\$0.00	\$5.70	\$0.00	\$0.00	\$0.00	\$37.17	\$49.06
Groundman	\$28.09	\$6.75	\$0.84	\$0.28	\$0.00	\$6.74	\$0.00	\$0.00	\$0.00	\$42.70	\$56.75

Truck Driver 1 Year or More with CDL												
<b>Lineman Apprentice</b>	<b>Percent</b>											
1st 6 Month	60.00	\$25.93	\$6.75	\$0.78	\$0.26	\$0.00	\$6.22	\$0.00	\$0.00	\$0.00	\$39.94	\$52.91
2nd 6 Month	65.00	\$28.09	\$6.75	\$0.84	\$0.28	\$0.00	\$6.74	\$0.00	\$0.00	\$0.00	\$42.70	\$56.75
3rd 6 Month	70.00	\$30.25	\$6.75	\$0.91	\$0.30	\$0.00	\$7.26	\$0.00	\$0.00	\$0.00	\$45.47	\$60.60
4th 6 Month	75.00	\$32.42	\$6.75	\$0.97	\$0.32	\$0.00	\$7.78	\$0.00	\$0.00	\$0.00	\$48.24	\$64.44
5th 6 Month	80.00	\$34.58	\$6.75	\$1.04	\$0.35	\$0.00	\$8.30	\$0.00	\$0.00	\$0.00	\$51.02	\$68.30
6th 6 Month	85.00	\$36.74	\$6.75	\$1.10	\$0.37	\$0.00	\$8.82	\$0.00	\$0.00	\$0.00	\$53.78	\$72.15
7th 6 Month	90.00	\$38.90	\$6.75	\$1.17	\$0.39	\$0.00	\$9.37	\$0.00	\$0.00	\$0.00	\$56.58	\$76.03

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

**Ratio :**

1 Journeyman to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

ALLEN, DEFIANCE, ERIE, FULTON, HANCOCK, HARDIN, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, VAN WERT, WILLIAMS, WOOD, WYANDOT

**Special Jurisdictional Note :**

**Details :**

A groundman when directed shall assist a Journeymen in the performance of his/her work on the ground, including the use of hand tools. A Groundman, Under no circumstances , shall this classification climb poles, towers, ladders, or work from an elevated platform or bucket truck. Heli - Arc Welding will be paid \$.30 above Journeyman rate. Additional compensation of 10% over the Journeyman Lineman and Journeyman Technician for performing work on structures outside of buildings such as water towers, smoke stacks, radio and television towers, more than 75' above the ground.

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Elevator Local 44

Change # : LCN02-2020fbLoc44

Craft : Elevator Effective Date : 08/12/2020 Last Posted : 08/12/2020

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Elevator Mechanic	\$51.35		\$15.73	\$10.21	\$0.63	\$4.11	\$8.20	\$1.93	\$0.00	\$0.00	\$92.16	\$117.84
Assistant Mechanic	\$41.08		\$15.73	\$10.21	\$0.63	\$2.46	\$8.20	\$1.55	\$0.00	\$0.00	\$79.86	\$100.40
<b>Apprentice</b>	<b>Percent</b>											
Apprentice												
0-6 months Probation	50.00	\$25.67	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.67	\$38.51
1st year	55.00	\$28.24	\$15.73	\$10.21	\$0.63	\$1.69	\$8.20	\$1.06	\$0.00	\$0.00	\$65.76	\$79.88
2nd year	65.00	\$33.38	\$15.73	\$10.21	\$0.63	\$2.00	\$8.20	\$1.26	\$0.00	\$0.00	\$71.41	\$88.10
3rd year	70.00	\$35.95	\$15.73	\$10.21	\$0.63	\$2.16	\$8.20	\$1.35	\$0.00	\$0.00	\$74.22	\$92.20
4th year	80.00	\$41.08	\$15.73	\$10.21	\$0.63	\$2.46	\$8.20	\$1.55	\$0.00	\$0.00	\$79.86	\$100.40
Helper	70.00	\$35.95	\$15.73	\$10.21	\$0.63	\$2.16	\$8.20	\$1.35	\$0.00	\$0.00	\$74.22	\$92.20

**Special Calculation Note : OTHER IS :HOLIDAY PAY**

### Ratio :

The total number of Helpers & Apprentices and Assistant Mechanic employed shall not exceed the number of Mechanics on any one job, except on jobs where (2) teams or more are working, (1) extra Helper, Apprentice or Assistant Mechanic may be employed for the first (2) teams and an extra Helper, Apprentice or Assistant Mechanic for each additional (3) teams. Further, the Company may use as many Helpers, Apprentices and Assistant Mechanics as best suits his convenience under the direction of a Mechanic in wrecking old plants and in handling and hoisting material, and on foundation work. When removing old and installing new cables on existing elevator installations, the Company may use two (2) Helpers, Apprentices or Assistant Mechanics to one (1) Mechanic.

### Jurisdiction ( \* denotes special jurisdictional note ) :

ALLEN, AUGLAIZE, CRAWFORD, DEFIANCE, ERIE, FULTON, HANCOCK, HARDIN, HENRY, HURON, LUCAS, MERCER, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, VAN WERT, WILLIAMS, WOOD, WYANDOT

**Special Jurisdictional Note :****Details :**

A Helper or Apprentice certified to weld shall be paid mechanic's rate when performing welding (excluding tack welding).



# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Glazier Local 1020

Change # : LCN01-2021fbLoc1020

Craft : Glazier Effective Date : 02/08/2021 Last Posted : 02/08/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Glazier	\$20.78		\$3.82	\$3.95	\$0.15	\$0.00	\$0.00	\$4.00	\$0.00	\$0.00	\$32.70	\$43.09
Apprentice	Percent											
1st 6 months	50.00	\$10.39	\$3.82	\$3.95	\$0.15	\$0.00	\$0.00	\$4.00	\$0.00	\$0.00	\$22.31	\$27.50
2nd 6 months	55.00	\$11.43	\$3.82	\$3.95	\$0.15	\$0.00	\$0.00	\$4.00	\$0.00	\$0.00	\$23.35	\$29.06
3rd 6 months	60.00	\$12.47	\$3.82	\$3.95	\$0.15	\$0.00	\$0.00	\$4.00	\$0.00	\$0.00	\$24.39	\$30.62
4th 6 months	65.00	\$13.51	\$3.82	\$3.95	\$0.15	\$0.00	\$0.00	\$4.00	\$0.00	\$0.00	\$25.43	\$32.18
5th 6 months	70.00	\$14.55	\$3.82	\$3.95	\$0.15	\$0.00	\$0.00	\$4.00	\$0.00	\$0.00	\$26.47	\$33.74
6th 6 months	75.00	\$15.59	\$3.82	\$3.95	\$0.15	\$0.00	\$0.00	\$4.00	\$0.00	\$0.00	\$27.50	\$35.30
7th 6 months	80.00	\$16.62	\$3.82	\$3.95	\$0.15	\$0.00	\$0.00	\$4.00	\$0.00	\$0.00	\$28.54	\$36.86
8th 6 months	90.00	\$18.70	\$3.82	\$3.95	\$0.15	\$0.00	\$0.00	\$4.00	\$0.00	\$0.00	\$30.62	\$39.97

**Special Calculation Note :** Other is: In lieu of paid holidays and paid vacations \$4.00 per hour premium is added

**Ratio :**

1Journeyman to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

ALLEN, AUGLAIZE, CRAWFORD, HANCOCK, HARDIN, LOGAN, MERCER, PAULDING, PUTNAM, SHELBY, VAN WERT, WYANDOT

**Special Jurisdictional Note :**

**Details :**

Journeyman in charge of 6 or more men shall receive \$1.00 an hour premium.

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Ironworker Local 147 HevHwy

Change # : LCN01-2015fbLoc147HevHwy

Craft : Ironworker Effective Date : 10/07/2015 Last Posted : 10/07/2015

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Ironworker	\$25.39		\$6.60	\$9.20	\$0.42	\$0.00	\$3.80	\$0.62	\$0.00	\$0.00	\$46.03	\$58.73
Apprentice	Percent											
1st 6 months	55.00	\$13.96	\$6.60	\$9.20	\$0.42	\$0.00	\$3.80	\$0.62	\$0.00	\$0.00	\$34.60	\$41.59
2nd 6 months	60.00	\$15.23	\$6.60	\$9.20	\$0.42	\$0.00	\$3.80	\$0.62	\$0.00	\$0.00	\$35.87	\$43.49
3rd 6 months	65.00	\$16.50	\$6.60	\$9.20	\$0.42	\$0.00	\$3.80	\$0.62	\$0.00	\$0.00	\$37.14	\$45.40
4th 6 months	70.00	\$17.77	\$6.60	\$9.20	\$0.42	\$0.00	\$3.80	\$0.62	\$0.00	\$0.00	\$38.41	\$47.30
5th 6 months	75.00	\$19.04	\$6.60	\$9.20	\$0.42	\$0.00	\$3.80	\$0.62	\$0.00	\$0.00	\$39.68	\$49.20
6th 6 months	80.00	\$20.31	\$6.60	\$9.20	\$0.42	\$0.00	\$3.80	\$0.62	\$0.00	\$0.00	\$40.95	\$51.11
7th 6 months	85.00	\$21.58	\$6.60	\$9.20	\$0.42	\$0.00	\$3.80	\$0.62	\$0.00	\$0.00	\$42.22	\$53.01
8th 6 months	90.00	\$22.85	\$6.60	\$9.20	\$0.42	\$0.00	\$3.80	\$0.62	\$0.00	\$0.00	\$43.49	\$54.92

**Special Calculation Note :** \*Pension & Health and Welfare are paid on hours worked. \*\*Annuity will be based on hours paid (time and a half = \$4.88 per hour and double time = \$6.50 per hour).

**Ratio :**

4 Journeymen to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

ALLEN\*, DEFIANCE, MERCER, PAULDING,  
PUTNAM\*, VAN WERT\*, WILLIAMS\*

**Special Jurisdictional Note :** Allen County Twps included: Monroe, Richland. Putnam County Twps included: Jennings, Sugar Creek, Pleasant, Union, Jackson, Monterey, Perry, Greensburg, Ottawa, Palmer, Monroe. VanWert County Twps included: York, Liberty, Willshire, Harrison, Pleasant, Ridge, Washington, Jackson, Hoaglin, Union, Tully. Williams County Twps included: Pulaski, Center, St. Joseph, Florence, Superior, Jefferson, Northwest, Bridgewater, Springfield.

**Details :**

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Ironworker Local 147

Change # : LCN01-2016fbLoc147

Craft : Ironworker Effective Date : 06/29/2016 Last Posted : 06/29/2016

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Ironworker	\$25.39		\$7.10	\$9.50	\$0.57	\$0.00	\$4.05	\$0.27	\$0.00	\$0.00	\$46.88	\$59.58
Apprentice	Percent											
1st 6 months	55.00	\$13.96	\$7.10	\$9.50	\$0.57	\$0.00	\$4.05	\$0.27	\$0.00	\$0.00	\$35.45	\$42.44
2nd 6 months	60.00	\$15.23	\$7.10	\$9.50	\$0.57	\$0.00	\$4.05	\$0.27	\$0.00	\$0.00	\$36.72	\$44.34
3rd 6 months	65.00	\$16.50	\$7.10	\$9.50	\$0.57	\$0.00	\$4.05	\$0.27	\$0.00	\$0.00	\$37.99	\$46.25
4th 6 months	70.00	\$17.77	\$7.10	\$9.50	\$0.57	\$0.00	\$4.05	\$0.27	\$0.00	\$0.00	\$39.26	\$48.15
5th 6 months	75.00	\$19.04	\$7.10	\$9.50	\$0.57	\$0.00	\$4.05	\$0.27	\$0.00	\$0.00	\$40.53	\$50.05
6th 6 months	80.00	\$20.31	\$7.10	\$9.50	\$0.57	\$0.00	\$4.05	\$0.27	\$0.00	\$0.00	\$41.80	\$51.96
7th 6 months	85.00	\$21.58	\$7.10	\$9.50	\$0.57	\$0.00	\$4.05	\$0.27	\$0.00	\$0.00	\$43.07	\$53.86
8th 6 months	90.00	\$22.85	\$7.10	\$9.50	\$0.57	\$0.00	\$4.05	\$0.27	\$0.00	\$0.00	\$44.34	\$55.77

**Special Calculation Note :** Other is Building Industry.

**Ratio :**

4 Journeymen to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

ALLEN\*, DEFIANCE, MERCER, PAULDING,  
PUTNAM\*, VAN WERT\*, WILLIAMS\*

**Special Jurisdictional Note :** Allen County Twps included: Monroe, Richland. Putnam County Twps included: Jennings, Sugar Creek, Pleasant, Union, Jackson, Monterey, Perry, Greensburg, Ottawa, Palmer, Monroe. VanWert County Twps included: York, Liberty, Willshire, Harrison, Pleasant, Ridge, Washington, Jackson, Hoaglin, Union, Tully. Williams County Twps included: Pulaski, Center, St. Joseph, Florence, Superior, Jefferson, Northwest, Bridgewater, Springfield.

**Details :**



# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Ironworker Local 290

Change # : LCN01-2021fbLoc290

Craft : Ironworker Effective Date : 01/27/2021 Last Posted : 01/27/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Ironworker Structural	\$29.68		\$8.30	\$9.50	\$0.65	\$0.00	\$4.45	\$0.02	\$0.00	\$0.00	\$52.60	\$67.44
Welder	\$29.68		\$8.30	\$9.50	\$0.65	\$0.00	\$4.45	\$0.02	\$0.00	\$0.00	\$52.60	\$67.44
Fence Erector	\$29.68		\$8.30	\$9.50	\$0.65	\$0.00	\$4.45	\$0.02	\$0.00	\$0.00	\$52.60	\$67.44
Reinforcing Rods	\$29.68		\$8.30	\$9.50	\$0.65	\$0.00	\$4.45	\$0.02	\$0.00	\$0.00	\$52.60	\$67.44
Machinery Mover	\$29.68		\$8.30	\$9.50	\$0.65	\$0.00	\$4.45	\$0.02	\$0.00	\$0.00	\$52.60	\$67.44
Sheeter	\$29.68		\$8.30	\$9.50	\$0.65	\$0.00	\$4.45	\$0.02	\$0.00	\$0.00	\$52.60	\$67.44
Metal Building Erector	\$29.68		\$8.30	\$9.50	\$0.65	\$0.00	\$4.45	\$0.02	\$0.00	\$0.00	\$52.60	\$67.44
Rigger & Erector	\$29.68		\$8.30	\$9.50	\$0.65	\$0.00	\$4.45	\$0.02	\$0.00	\$0.00	\$52.60	\$67.44
<b>Apprentice</b>	<b>Percent</b>											
1st year	65.05	\$19.31	\$8.30	\$9.50	\$0.65	\$0.00	\$2.95	\$0.02	\$0.00	\$0.00	\$40.73	\$50.38
2nd year	75.07	\$22.28	\$8.30	\$9.50	\$0.65	\$0.00	\$2.95	\$0.02	\$0.00	\$0.00	\$43.70	\$54.84
3rd year	85.05	\$25.24	\$8.30	\$9.50	\$0.65	\$0.00	\$2.95	\$0.02	\$0.00	\$0.00	\$46.66	\$59.28
4th year	95.05	\$28.21	\$8.30	\$9.50	\$0.65	\$0.00	\$2.95	\$0.02	\$0.00	\$0.00	\$49.63	\$63.74

**Special Calculation Note :** Other is for Industry Fund.

**Ratio :**

3 Journeymen to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

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(erection,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,anchoring,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 HevHwy 3

Change # : LCN01-2021fbLocalHevHwy3

Craft : Laborer Group 1 Effective Date : 05/01/2021 Last Posted : 04/21/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	\$33.27		\$7.50	\$3.90	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$45.22	\$61.86
Group 2	\$33.44		\$7.50	\$3.90	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$45.39	\$62.11
Group 3	\$33.77		\$7.50	\$3.90	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$45.72	\$62.61
Group 4	\$34.22		\$7.50	\$3.90	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$46.17	\$63.28
Watch Person	\$26.00		\$7.50	\$3.90	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$37.95	\$50.95
Apprentice	Percent											
0-1000 hrs	60.00	\$19.96	\$7.50	\$3.90	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$31.91	\$41.89
1001-2000 hrs	70.00	\$23.29	\$7.50	\$3.90	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$35.24	\$46.88
2001-3000 hrs	80.00	\$26.62	\$7.50	\$3.90	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$38.57	\$51.87
3001-4000 hrs	90.00	\$29.94	\$7.50	\$3.90	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$41.89	\$56.86
More than 4000 hrs	100.00	\$33.27	\$7.50	\$3.90	\$0.45	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$45.22	\$61.86

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

### Ratio :

1 Journeymen to 1 Apprentice  
3 Journeymen to 1 Apprentice thereafter

### Jurisdiction ( \* denotes special jurisdictional note ) :

ADAMS, ALLEN, ASHLAND, ATHENS,  
AUGLAIZE, BELMONT, BROWN, BUTLER,  
CARROLL, CHAMPAIGN, CLARK, CLERMONT,  
CLINTON, COLUMBIANA, COSHOCTON,  
CRAWFORD, DARKE, DEFIANCE, DELAWARE,  
FAIRFIELD, FAYETTE, FRANKLIN, FULTON,  
GALLIA, GREENE, GUERNSEY, HAMILTON,  
HANCOCK, HARDIN, HARRISON, HENRY,  
HIGHLAND, HOCKING, HOLMES, JACKSON,  
JEFFERSON, KNOX, LAWRENCE, LICKING,  
LOGAN, MADISON, MARION, MEIGS, MERCER,  
MIAMI, MONROE, MONTGOMERY, MORGAN,

MORROW, MUSKINGUM, NOBLE, PAULDING,  
PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM,  
RICHLAND, ROSS, SCIOTO, SENECA, SHELBY,  
TUSCARAWAS, UNION, VAN WERT, VINTON,  
WARREN, WASHINGTON, WAYNE, WILLIAMS,  
WYANDOT

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

**Details :**

**Group 1**

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

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

**Group 2**

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

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

**Group 3**

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

**Group 4**

Miner, Welder, Guniting Nozzle Person

A.) The Watchperson shall be responsible to patrol and maintain a safe traffic zone including but not limited to barrels, cones, signs, arrow boards, message boards etc.



The responsibility of a watchperson is to see that the equipment, job and office trailer etc. are secure.



# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Labor Local 329

Change # : LCN01-2020fbLoc329

Craft : Laborer Effective Date : 05/07/2020 Last Posted : 05/07/2020

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Laborer Group 1	\$27.81		\$7.00	\$3.80	\$0.40	\$0.00	\$0.00	\$0.00	\$0.15	\$0.00	\$39.16	\$53.06
Group 2	\$27.96		\$7.00	\$3.80	\$0.40	\$0.00	\$0.00	\$0.00	\$0.15	\$0.00	\$39.31	\$53.29
Group 3	\$28.11		\$7.00	\$3.80	\$0.40	\$0.00	\$0.00	\$0.00	\$0.15	\$0.00	\$39.46	\$53.51
Group 4	\$28.31		\$7.00	\$3.80	\$0.40	\$0.00	\$0.00	\$0.00	\$0.15	\$0.00	\$39.66	\$53.81
Apprentice	Percent											
0-1000 hrs & 108 hrs Instruction	60.00	\$16.69	\$7.00	\$3.80	\$0.40	\$0.00	\$0.00	\$0.00	\$0.15	\$0.00	\$28.04	\$36.38
1001-2000 hrs & 216 hrs Instruction	70.00	\$19.47	\$7.00	\$3.80	\$0.40	\$0.00	\$0.00	\$0.00	\$0.15	\$0.00	\$30.82	\$40.55
2001-3000 hrs & 324 hrs Instruction	80.00	\$22.25	\$7.00	\$3.80	\$0.40	\$0.00	\$0.00	\$0.00	\$0.15	\$0.00	\$33.60	\$44.72
3001-4,000 hrs & 432 hrs Instruction	90.00	\$25.03	\$7.00	\$3.80	\$0.40	\$0.00	\$0.00	\$0.00	\$0.15	\$0.00	\$36.38	\$48.89
More than 4000 Hours	100.00	\$27.81	\$7.00	\$3.80	\$0.40	\$0.00	\$0.00	\$0.00	\$0.15	\$0.00	\$39.16	\$53.06

**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

**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: Operating Engineers - Building Local 18 - Zone III

Change # : LCN01-2020fbLoc18zone3

Craft : Operating Engineer Effective Date : 05/14/2020 Last Posted : 05/14/2020

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Operator Class 1	\$38.24		\$8.51	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$53.69	\$72.81
Class 2	\$38.12		\$8.51	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$53.57	\$72.63
Class 3	\$37.08		\$8.51	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$52.53	\$71.07
Class 4	\$35.90		\$8.51	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$51.35	\$69.30
Class 5	\$30.44		\$8.51	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$45.89	\$61.11
Class 6	\$38.49		\$8.51	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$53.94	\$73.18
Class 7	\$38.74		\$8.51	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$54.19	\$73.56
Class 8	\$39.24		\$8.51	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$54.69	\$74.31
Class 9	\$39.49		\$8.51	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$54.94	\$74.68
<b>Apprentice</b>	<b>Percent</b>											
1st Year	50.00	\$19.12	\$8.51	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$34.57	\$44.13
2nd Year	60.00	\$22.94	\$8.51	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$38.39	\$49.87
3rd Year	70.00	\$26.77	\$8.51	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$42.22	\$55.60
4th Year	80.00	\$30.59	\$8.51	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$46.04	\$61.34
Field Mechanic Trainee												
1st Year	50.00	\$19.12	\$8.51	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$34.57	\$44.13
2nd Year	60.00	\$22.94	\$8.51	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$38.39	\$49.87
3rd Year	70.00	\$26.77	\$8.51	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$42.22	\$55.60
4th Year	80.00	\$30.59	\$8.51	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$46.04	\$61.34

**Special Calculation Note :** Other: Education & Safety \$0.09

### Ratio :

For every (3) Operating Engineer Journeymen employed by the company there may be employed (1) Registered Apprentice or trainee Engineer through the referral when they are available. An apprenice, while employed as part of a crew per Article VIII, paragraph

### Jurisdiction ( \* denotes special jurisdictional note ) :

ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE,

77, will not be subject to the apprenticeship ratios in this collective bargaining agreement

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

### **Special Jurisdictional Note :**

#### **Details :**

Note: There will be a 10% increase for the apprentices on top of the percentages listed above provided they are operating mobile equipment. 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; C; 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); Buck Hoists, Transport Platforms, Construction Elevators; Hydro Vac/Excavator when a second person is needed, the rate of pay will be "Class E"); Man Lifts; 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 Insert/Remover; Rotovator (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 attachments; Finishing Machines; Form Trenchers; Generators; Guniting 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; 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 Screed Concrete Paver, Fueling & greasing (Primary Operator with Specialized CDL Endorsement Add \$3.00/ hour), 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





# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Operating Engineers - HevHwy Zone II

Change # : LCN01-2020fbLoc18hevhwyll

Craft : Operating Engineer Effective Date : 05/14/2020 Last Posted : 05/14/2020

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Operator Class 1	\$38.24		\$8.51	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$53.69	\$72.81
Class 2	\$38.12		\$8.51	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$53.57	\$72.63
Class 3	\$37.08		\$8.51	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$52.53	\$71.07
Class 4	\$35.90		\$8.51	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$51.35	\$69.30
Class 5	\$30.44		\$8.51	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$45.89	\$61.11
Class 6	\$38.49		\$8.51	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$53.94	\$73.18
<b>Apprentice</b>	<b>Percent</b>											
1st Year	50.00	\$19.12	\$8.51	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$34.57	\$44.13
2nd Year	60.00	\$22.94	\$8.51	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$38.39	\$49.87
3rd Year	70.00	\$26.77	\$8.51	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$42.22	\$55.60
4th Year	80.00	\$30.59	\$8.51	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$46.04	\$61.34
Field Mech Trainee Class 2												
1st year	49.85	\$19.06	\$8.51	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$34.51	\$44.04
2nd year	59.80	\$22.87	\$8.51	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$38.32	\$49.75
3rd year	69.77	\$26.68	\$8.51	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$42.13	\$55.47
4th year	79.75	\$30.50	\$8.51	\$6.00	\$0.85	\$0.00	\$0.00	\$0.09	\$0.00	\$0.00	\$45.95	\$61.19

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

### Ratio :

For every (3) Operating Engineer Journeymen employed by the company, there may be employed (1) Registered Apprentice or Trainee Engineer through the referral when they are available. An Apprentice, while employed as part of a crew per Article VIII, paragraph 65 will not be subject to the apprenticeship ratios in this collective bargaining agreement

### Jurisdiction ( \* denotes special jurisdictional note ) :

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

MADISON, MARION, MEIGS, MERCER, MIAMI,  
MONROE, MONTGOMERY, MORGAN, MORROW,  
MUSKINGUM, NOBLE, OTTAWA, PAULDING,  
PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM,  
RICHLAND, ROSS, SANDUSKY, SCIOTO,  
SENECA, SHELBY, STARK, TUSCARAWAS,  
UNION, VAN WERT, VINTON, WARREN,  
WASHINGTON, WAYNE, WILLIAMS, WOOD,  
WYANDOT

### **Special Jurisdictional Note :**

#### **Details :**

**\*\*Apprentices** will receive a 10% increase on top of the percentages listed above provided they are operating mobile equipment. **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 Crew (Operator- hoist or winch); Hoes (all types); Hoisting Engines, on shaft or tunnel work; Hydraulic Gantry (lifting 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; Piledriving Machines (all types); Power Shovels, Prentice Loader; Quad 9 (double pusher); Rail Tamper (with automatic lifting and aligning device); Refrigerating Machines (freezer operation); Side Booms; Slip Form Pavers; Tower Dericks; 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, asphalt; Pump Operators (installing or operating well Points); Hydro Vac/Excavator (when a second person is needed, the rate of pay will be "Class E"); Pumps (4 inch and over discharge); Railroad Tie Inserter/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 sheepsfoot 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 (Primary Operator with Specialized CDL Endorsement Add \$3.00/ hour), compact cranes: track or rubber under 4,000 pounds.

Class 6 – Master Mechanic



# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Painter Local 639 Zone 2 Sign

Change # : LCN01-2016fbLoc639

Craft : Painter Effective Date : 08/03/2016 Last Posted : 08/03/2016

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Painter Sign Journeyman Tech/Team Leader Class A	\$21.25	\$1.33	\$0.14	\$0.00	\$0.00	\$0.00	\$0.57	\$0.00	\$0.00	\$23.29	\$33.92
Painter Sign Journeyman Tech/Team Leader Class B	\$21.25	\$1.33	\$0.14	\$0.00	\$0.41	\$0.00	\$0.57	\$0.00	\$0.00	\$23.70	\$34.32
Painter Sign Journeyman Tech/Team Leader Class C	\$21.25	\$1.33	\$0.14	\$0.00	\$0.82	\$0.00	\$0.57	\$0.00	\$0.00	\$24.11	\$34.74
Painter Sign Journeyman Tech/Team Leader Class D	\$21.25	\$1.33	\$0.14	\$0.00	\$1.23	\$0.00	\$0.57	\$0.00	\$0.00	\$24.52	\$35.14
Sign Journeyman Class A	\$20.98	\$1.33	\$0.14	\$0.00	\$0.00	\$0.00	\$0.56	\$0.00	\$0.00	\$23.01	\$33.50
Sign Journeyman Class B	\$20.98	\$1.33	\$0.14	\$0.00	\$0.40	\$0.00	\$0.56	\$0.00	\$0.00	\$23.41	\$33.90
Sign Journeyman Class C	\$20.98	\$1.33	\$0.14	\$0.00	\$0.81	\$0.00	\$0.56	\$0.00	\$0.00	\$23.82	\$34.31
Sign Journeyman Class D	\$20.98	\$1.33	\$0.14	\$0.00	\$1.21	\$0.00	\$0.56	\$0.00	\$0.00	\$24.22	\$34.71
Tech Sign Fabrication/ Erector Class A	\$15.90	\$1.33	\$0.14	\$0.00	\$0.00	\$0.00	\$0.43	\$0.00	\$0.00	\$17.80	\$25.75
Tech Sign	\$15.90	\$1.33	\$0.14	\$0.00	\$0.31	\$0.00	\$0.43	\$0.00	\$0.00	\$18.11	\$26.06

Fabrication/ Erector Class B											
Tech Sign Fabrication/ Erector Class C	\$15.90	\$1.33	\$0.14	\$0.00	\$0.61	\$0.00	\$0.43	\$0.00	\$0.00	\$18.41	\$26.36
Tech Sign Fabrication/ Erector Class D	\$15.90	\$1.33	\$0.14	\$0.00	\$0.92	\$0.00	\$0.43	\$0.00	\$0.00	\$18.72	\$26.67

**Special Calculation Note :** Other is for paid holidays.

**Ratio :**

**Jurisdiction ( \* denotes special jurisdictional note ) :**

ADAMS, ALLEN, AUGLAIZE, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GREENE, HAMILTON, HANCOCK, HARDIN, HENRY, HIGHLAND, HOLMES, HURON, JACKSON, KNOX, LICKING, LOGAN, LORAIN, LUCAS, MADISON, MAHONING, MARION, MERCER, MIAMI, MONTGOMERY, MORROW, MUSKINGUM, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PUTNAM, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TRUMBULL, TUSCARAWAS, UNION, VAN WERT, WARREN, WAYNE, WILLIAMS, WOOD, WYANDOT

**Special Jurisdictional Note :**

**Details :**

Class A: less than 1 year.

Class B: 1-3 years.

Class C; 3-10 years.

Class D: More than 10 years.

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Painter Local 639

Change # : LCNO1-2015fbLoc639

Craft : Painter Effective Date : 06/10/2015 Last Posted : 06/10/2015

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Painter Metal Finisher/Helpers											
Top Helper Class A	\$19.09	\$3.65	\$0.00	\$0.00	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$23.40	\$32.94
Top Helper Class B	\$19.09	\$3.65	\$0.65	\$0.00	\$1.03	\$0.00	\$0.37	\$0.00	\$0.00	\$24.79	\$34.33
Top Helper Class C	\$19.09	\$3.65	\$1.00	\$0.00	\$1.76	\$0.00	\$0.37	\$0.00	\$0.00	\$25.87	\$35.41
Helper Class A	\$14.69	\$3.65	\$0.00	\$0.00	\$0.51	\$0.00	\$0.00	\$0.00	\$0.00	\$18.85	\$26.19
Helper Class B	\$14.69	\$3.65	\$0.65	\$0.00	\$0.79	\$0.00	\$0.28	\$0.00	\$0.00	\$20.06	\$27.40
Helper Class C	\$14.69	\$3.65	\$1.00	\$0.00	\$1.64	\$0.00	\$0.28	\$0.00	\$0.00	\$21.26	\$28.60
New Hire 90 Days	\$11.00	\$3.65	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14.65	\$20.15

**Special Calculation Note :** Other is Sick and Personal Time

**Ratio :**

**Jurisdiction ( \* denotes special jurisdictional note ) :**

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

SCIOTO, SENECA, SHELBY, STARK, SUMMIT,  
TRUMBULL, TUSCARAWAS, UNION, VAN WERT,  
VINTON, WARREN, WASHINGTON, WAYNE,  
WILLIAMS, WOOD, WYANDOT

**Special Jurisdictional Note :**

**Details :**

Top Helper: Shall perform the responsibilities of a Helper and be responsible for the setup, break down, safety and quality of the company's product.

Helper : Shall be responsible for performing tasks in refinishing, compliance with safety procedures, setting up and breaking down job sites, scaffolding and swing stages and preparing surfaces for refinishing including but not limited to, masking and stripping and cleaning, oxidizing, polishing and scratch removal on various surfaces

Class A Workers: Less than 1 Year of Service.

Class B Workers: More than 1 and less than 8 Years of Service.

Class C Workers: More than 8 Years of Service.

Metal Polisher Scope of Work: Polishing, buffing, stripping, coloring, lacquering, spraying, cleaning and maintenance of ornamental and architectural metals, iron, bronze, nickel, aluminum and stainless steel and in mental specialty work, various stone finishes, stone specialty work and any other work pertaining to the finishing of metal, stones, woods, and any window washing/cleaning done in conjunction with this work, using chemicals, solvents, coatings and hand applied lacquer thinner, removing scratches from mirror finished metals, burnishing of bronze, statuary finishes on exterior and interior surfaces and the use of all tools required to perform such work, including but not limited to polishes, spray equipment and scaffolding.

Swing State Rate: All work on scaffold 4 sections or higher, including any boom lifts and swing stage scaffolds including the rigging and derigging of hanging/suspended swing stage systems and rappelling/bolson chair work, ADD \$1.50 per hour.



# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Painter Local 1020 Commercial

Change # : LCNO1-2021fbLoc1020Com

Craft : Painter Effective Date : 04/01/2021 Last Posted : 03/17/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Brush Roll	\$22.15		\$7.45	\$7.10	\$0.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.03	\$48.10
Spray Water Borne Products	\$22.15		\$7.45	\$7.10	\$0.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.03	\$48.10
Sandblaster Pressure Cleaning and Spray of alkyd, epoxy's, and petroleum base products	\$22.90		\$7.45	\$7.10	\$0.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.78	\$49.23
Wallcovering	\$23.10		\$7.45	\$7.10	\$0.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.98	\$49.53
Lead Abatement	\$27.25		\$7.45	\$7.10	\$0.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.13	\$55.76
Apprentice	Percent											
1st 0-1500 hrs	60.00	\$13.29	\$7.45	\$7.10	\$0.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.17	\$34.82
2nd 1501-3000 hrs	70.00	\$15.50	\$7.45	\$7.10	\$0.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.38	\$38.14
3rd 3001-4500 hrs	80.00	\$17.72	\$7.45	\$7.10	\$0.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.60	\$41.46
4th 4501-6000 hrs	90.00	\$19.93	\$7.45	\$7.10	\$0.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.82	\$44.78

**Special Calculation Note :** APPRENTICE PAY BASED ON % OF EACH CLASSIFICATION ABOVE PLUS FULL FRINGES.

**Ratio :**

1 Journeymen to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

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

## **Special Jurisdictional Note :**

### **Details :**

Commercial Classification shall be strictly limited to:

All levels of education facilities including dormitories.

Any retail establishments including dealerships but not distribution warehouses.

All Restaurants, bars and clubs.

Medical and dental facilities.

Churches and other religious centers.

Financial Institutions.

Journeymen and apprentices applying Coal Tar products shall have \$1.00 per hour added to the prevailing rate of the classification involved.

Journeymen and apprentices working with a spray painter as a rigger, picker, or blow down man shall receive spray painter wages.

Swing stage, Chair, Spiders and Cherry Pickers shall have \$.25 added to the prevailing rate of the classification involved.

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Painter Local 1020 Commercial

Change # : LCN01-2021fbLoc1020Com

Craft : Drywall Finisher Effective Date : 04/01/2021 Last Posted : 03/16/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Drywall Finisher	\$24.20		\$7.45	\$7.10	\$0.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.08	\$51.18
Apprentice	Percent											
1st-0-1500 hrs	60.00	\$14.52	\$7.45	\$7.10	\$0.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29.40	\$36.66
2nd- 1501-3000 hrs	75.00	\$18.15	\$7.45	\$7.10	\$0.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.03	\$42.10
3rd- 3001-4500 hrs	90.00	\$21.78	\$7.45	\$7.10	\$0.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.66	\$47.55

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

**Ratio :**

1 Journeymen employed to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

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

**Special Jurisdictional Note :**

**Details :**

All surfaces 40 feet or over where material is applied to or labor performed on above the ground level (exterior), floor level (interior), \$0.50 per hour shall be applied to the prevailing rate of the classification involved.

Swing stage, Chair, Spiders and Cherry Pickers shall have \$0.25 added to the prevailing rate of the classification involved.



**Name of Union: Painter Local 1020 HevHwy**

**Craft : Painter Effective Date : 04/01/2021 Last Posted : 03/16/2021**

[illegible]

Apprentice	Percent											
1ST 0-1500 Hrs	60.00	\$21.56	\$7.45	\$7.10	\$0.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.44	\$47.22
2ND 1501-3000 Hrs.	70.00	\$25.15	\$7.45	\$7.10	\$0.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.03	\$52.61
3RD 3001-4500 Hrs.	80.00	\$28.74	\$7.45	\$7.10	\$0.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.62	\$58.00
4TH 4501-6000 Hrs.	90.00	\$32.34	\$7.45	\$7.10	\$0.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.22	\$63.39

**Special Calculation Note :**

**Ratio :**  
 1 Journeymen to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**  
 ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER, PAULDING, PUTNAM, SHELBY, VAN WERT, WILLIAMS

**Special Jurisdictional Note :**

**Details :**

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Painter Local 1020 Industrial

Change # : LCN01-2021fbLoc1020Ind

Craft : Painter Effective Date : 04/01/2021 Last Posted : 03/16/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Painter Brush Roll	\$25.50		\$7.45	\$7.10	\$0.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.38	\$53.13
Spray Painter Sandblasting Pressure Cleaning Refinery	\$26.25		\$7.45	\$7.10	\$0.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.13	\$54.26
Wall Coverings	\$23.10		\$7.45	\$7.10	\$0.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.98	\$49.53
Lead Abatement (plus .75 premium when blasting)	\$27.25		\$7.45	\$7.10	\$0.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.13	\$55.76
Apprentice	Percent											
1st-0-1500 hrs	60.00	\$15.30	\$7.45	\$7.10	\$0.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.18	\$37.83
2nd-1501-3000 hrs	70.00	\$17.85	\$7.45	\$7.10	\$0.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.73	\$41.66
3rd-3001-4500 hrs	80.00	\$20.40	\$7.45	\$7.10	\$0.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.28	\$45.48
4th-4501-6000 hrs	90.00	\$22.95	\$7.45	\$7.10	\$0.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.83	\$49.31

**Special Calculation Note : APPRENTIC PAY BASED ON % OF EACH CLASSIFICATION ABOVE PLUS FULL FRINGES.**

**Ratio :**

1 Journeymen employed to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

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

**Special Jurisdictional Note :**

**Details :**

All surfaces 40 feet or over where material is applied to or labor performed on above the ground level (exterior), floor level (interior), \$0.50 per hour shall be applied to the prevailing rate of the classification involved.

Journeymen and apprentices applying Coal Tar products shall have \$1.00 per hour added to the prevailing rate of the classification involved.

Journeymen and apprentices working with a spray painter as a rigger, picker, or blow down man shall receive spray painter wages.

Swing stage, Chair, Spiders and Cherry Pickers shall be paid \$0.25 added to the prevailing rate of the classification involved.



**Name of Union: Plasterer & Drywall Finisher Local 886**

**Craft : Plasterer Effective Date : 07/09/2020 Last Posted : 07/09/2020**

[illegible]

Plasterer Shophand	70.00	\$21.08	\$8.60	\$7.00	\$0.30	\$0.00	\$4.17	\$0.00	\$0.00	\$0.00	\$41.15	\$51.69
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### Special Calculation Note :

#### Ratio :

1 Journeymen to 1 Apprentice for 1st Apprentice only  
Then 3 Journeymen to 1 Apprentice thereafter

#### Jurisdiction ( \* denotes special jurisdictional note ) :

ALLEN, AUGLAIZE, DEFIANCE, ERIE, FULTON,  
HANCOCK, HARDIN, HENRY, HURON, LOGAN,  
LUCAS, MERCER, OTTAWA, PAULDING,  
PUTNAM, SANDUSKY, SENECA, VAN WERT,  
WILLIAMS, WOOD

### Special Jurisdictional Note :

#### Details :

\*\*\*\*Improvers receive no fringe benefits for the first 90 days. Then \$3.75 Health & Welfare

Workers on Swing Stage will be paid (\$.25) per hour above journeyman rate.

Nozzelmen or Operators of the Plastering Browning Gun shall receive (\$.75) per hour above journeyman rate.

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Plumber Pipefitter Local 776

Change # : LCN01-2020fbLoc776

Craft : Plumber/Pipefitter Effective Date : 07/01/2020 Last Posted : 06/11/2020

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Plumber Pipefitter	\$37.63		\$10.65	\$7.06	\$1.37	\$0.00	\$6.50	\$0.00	\$0.00	\$0.00	\$63.21	\$82.03
Apprentice	Percent											
1st year	52.00	\$19.57	\$10.65	\$0.00	\$1.37	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.59	\$41.37
2nd year	55.00	\$20.70	\$10.65	\$7.06	\$1.37	\$0.00	\$1.30	\$0.00	\$0.00	\$0.00	\$41.08	\$51.42
3rd year	59.90	\$22.54	\$10.65	\$7.06	\$1.37	\$0.00	\$3.25	\$0.00	\$0.00	\$0.00	\$44.87	\$56.14
4th year	71.60	\$26.94	\$10.65	\$7.06	\$1.37	\$0.00	\$3.25	\$0.00	\$0.00	\$0.00	\$49.27	\$62.74
5th year	81.70	\$30.74	\$10.65	\$7.06	\$1.37	\$0.00	\$3.25	\$0.00	\$0.00	\$0.00	\$53.07	\$68.45

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

### Ratio :

1-2 Journeymen to 1 Apprentice  
 3 Journeymen to 2 Apprentice  
 4-5 Journeymen to 3 Apprentice

### Jurisdiction ( \* denotes special jurisdictional note ) :

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

### Special Jurisdictional Note :

### Details :

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

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Roofer Local 75

Change # : LCN01-2020fbLoc75

Craft : Roofer Effective Date : 06/04/2020 Last Posted : 06/04/2020

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Roofer	\$24.38		\$8.28	\$8.48	\$0.66	\$0.00	\$0.00	\$1.30	\$0.00	\$0.00	\$43.10	\$55.29
Slate and Tile	\$24.60		\$8.28	\$8.48	\$0.66	\$0.00	\$0.00	\$1.30	\$0.00	\$0.00	\$43.32	\$55.62
Apprentice	Percent											
1st term 1000 hrs	50.00	\$12.19	\$2.50	\$0.50	\$0.66	\$0.00	\$0.00	\$1.30	\$0.00	\$0.00	\$17.15	\$23.25
2nd term 1000 hrs	55.00	\$13.41	\$8.28	\$1.27	\$0.66	\$0.00	\$0.00	\$1.30	\$0.00	\$0.00	\$24.92	\$31.62
3rd term 1000 hrs	60.00	\$14.63	\$8.28	\$2.12	\$0.66	\$0.00	\$0.00	\$1.30	\$0.00	\$0.00	\$26.99	\$34.30
4th term 1000 hrs	70.00	\$17.07	\$8.28	\$2.97	\$0.66	\$0.00	\$0.00	\$1.30	\$0.00	\$0.00	\$30.28	\$38.81
5th term 1000 hrs	80.00	\$19.50	\$8.28	\$3.82	\$0.66	\$0.00	\$0.00	\$1.30	\$0.00	\$0.00	\$33.56	\$43.32
Tradesman	79.00	\$19.26	\$5.00	\$1.53	\$0.66	\$0.00	\$0.00	\$1.30	\$0.00	\$0.00	\$27.75	\$37.38

**Special Calculation Note :** Other is for National Roofing Industry Pension Plan.

**Ratio :**

3 Journeymen to 2 Apprentices

**Jurisdiction ( \* denotes special jurisdictional note ) :**

ALLEN, AUGLAIZE, CLARK, CLINTON, DARKE, GREENE, MERCER, MIAMI, MONTGOMERY, PREBLE, SHELBY, VAN WERT

**Special Jurisdictional Note :**

**Details :**

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Sheet Metal Local 24 (Dayton)

Change # : LCR02-2019fbLoc24(Day)

Craft : Sheet Metal Worker Effective Date : 06/19/2019 Last Posted : 06/19/2019

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sheet Metal Worker	\$27.72		\$8.52	\$14.46	\$0.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$51.55	\$65.41
Apprentice	Percent											
Apprentice												
5th Year B	80.00	\$22.18	\$8.26	\$11.56	\$0.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.85	\$53.93
5th Year A	75.00	\$20.79	\$8.20	\$10.85	\$0.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.69	\$51.09
4th Year B	70.00	\$19.40	\$8.13	\$10.13	\$0.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.51	\$48.22
4th Year A	65.00	\$18.02	\$8.07	\$9.40	\$0.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.34	\$45.35
3rd year B	60.00	\$16.63	\$8.01	\$8.68	\$0.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.17	\$42.49
3rd Year A	55.00	\$15.25	\$7.94	\$7.95	\$0.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.99	\$39.61
2 Year B	53.78	\$14.91	\$7.90	\$7.02	\$0.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.68	\$38.13
2 Year A	52.69	\$14.61	\$7.88	\$6.49	\$0.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29.83	\$37.13
Probationary 1 Year	51.13	\$14.17	\$7.85	\$5.87	\$0.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.74	\$35.83

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

**Ratio :**

1 Journeyman to 1 Apprentice then,  
1 Apprentice for every 2 Journeymen thereafter

**Jurisdiction ( \* denotes special jurisdictional note ) :**

ALLEN, AUGLAIZE, BUTLER, CHAMPAIGN,  
CLARK, CLINTON, DARKE, GREENE, HARDIN,  
LOGAN, MERCER, MIAMI, MONTGOMERY,  
PREBLE, SHELBY, VAN WERT, WARREN,  
WYANDOT

**Special Jurisdictional Note :**

**Details :**



# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Sprinkler Fitter Local 669

Change # : LCN01-2021fbLoc669

Craft : Sprinkler Fitter Effective Date : 04/01/2021 Last Posted : 03/31/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Sprinkler Fitter	\$41.87		\$10.55	\$7.00	\$0.52	\$0.00	\$5.12	\$0.10	\$0.00	\$0.00	\$65.16	\$86.09
Apprentice Indentured after April 1, 2013	Percent											
CILASS 1	45.00	\$18.84	\$7.75	\$0.00	\$0.52	\$0.00	\$0.00	\$0.10	\$0.00	\$0.00	\$27.21	\$36.63
CLASS 2	50.00	\$20.93	\$7.75	\$0.00	\$0.52	\$0.00	\$0.00	\$0.10	\$0.00	\$0.00	\$29.30	\$39.77
CLASS 3	54.40	\$22.78	\$10.55	\$7.00	\$0.52	\$0.00	\$1.15	\$0.10	\$0.00	\$0.00	\$42.10	\$53.49
CLASS 4	59.40	\$24.87	\$10.55	\$7.00	\$0.52	\$0.00	\$1.15	\$0.10	\$0.00	\$0.00	\$44.19	\$56.63
CLASS 5	64.42	\$26.97	\$10.55	\$7.00	\$0.52	\$0.00	\$1.40	\$0.10	\$0.00	\$0.00	\$46.54	\$60.03
CLASS 6	69.40	\$29.06	\$10.55	\$7.00	\$0.52	\$0.00	\$1.40	\$0.10	\$0.00	\$0.00	\$48.63	\$63.16
CLASS 7	74.40	\$31.15	\$10.55	\$7.00	\$0.52	\$0.00	\$1.40	\$0.10	\$0.00	\$0.00	\$50.72	\$66.30
CLASS 8	79.42	\$33.25	\$10.55	\$7.00	\$0.52	\$0.00	\$1.40	\$0.10	\$0.00	\$0.00	\$52.82	\$69.45
CLASS 9	84.40	\$35.34	\$10.55	\$7.00	\$0.52	\$0.00	\$1.40	\$0.10	\$0.00	\$0.00	\$54.91	\$72.58
CLASS 10	89.40	\$37.43	\$10.55	\$7.00	\$0.52	\$0.00	\$1.40	\$0.10	\$0.00	\$0.00	\$57.00	\$75.72

**Special Calculation Note :** \$0.10 for Other is National Fire Sprinkler Association

**Ratio :**

1 Journeyman to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

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

MUSKINGUM, NOBLE, OTTAWA, PAULDING,  
PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE,  
PUTNAM, RICHLAND, ROSS, SANDUSKY,  
SCIOTO, SENECA, SHELBY, STARK, SUMMIT,  
TRUMBULL, TUSCARAWAS, UNION, VAN WERT,  
VINTON, WARREN, WASHINGTON, WAYNE,  
WILLIAMS, WOOD, WYANDOT

**Special Jurisdictional Note :**

**Details :**

Sprinkler Fitter work shall consist of the installation, dismantling, maintenance, repairs, adjustments, and corrections of all fire protection and fire control systems including the unloading, handling by hand, power equipment and installation of all piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants and hydrant mains, standpipes and hose connections to sprinkler systems used in connection with sprinkler and alarm systems. Also all tanks and pumps connected thereto, also included shall be CO-2 and Cardox Systems, Dry Chemical Systems, Foam Systems and all other fire protection systems.



# Prevailing Wage Rate

## Skilled Crafts

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

Change # : OCRO1-2019fbBldgHwy

Craft : Truck Driver Effective Date : 09/11/2019 Last Posted : 09/11/2019

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 1 4 wheel service, dump, and batch trucks, Oil Distributor - Asphalt Distributor-Tandems	\$28.04		\$7.00	\$7.90	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.14	\$57.16
Apprentice	Percent											
First 6 months	80.00	\$22.43	\$7.00	\$7.90	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.53	\$48.75
7-12 months	85.00	\$23.83	\$7.00	\$7.90	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.93	\$50.85
13-18 months	90.00	\$25.24	\$7.00	\$7.90	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.34	\$52.95
19-24 months	95.00	\$26.64	\$7.00	\$7.90	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.74	\$55.06
25-30 months	100.00	\$28.04	\$7.00	\$7.90	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.14	\$57.16

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

**Ratio :**

3 Journeymen to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

ADAMS, ALLEN, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, ERIE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE,

GUERNSEY, HAMILTON, HANCOCK, HARDIN,  
HARRISON, HENRY, HIGHLAND, HOCKING,  
HOLMES, HURON, JACKSON, JEFFERSON,  
KNOX, LAWRENCE, LICKING, LOGAN, LORAIN,  
LUCAS, MADISON, MAHONING, MARION,  
MEDINA, MEIGS, MERCER, MIAMI, MONROE,  
MONTGOMERY, MORGAN, MORROW,  
MUSKINGUM, NOBLE, OTTAWA, PAULDING,  
PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE,  
PUTNAM, RICHLAND, ROSS, SANDUSKY,  
SCIOTO, SENECA, SHELBY, STARK, SUMMIT,  
TRUMBULL, TUSCARAWAS, UNION, VAN WERT,  
VINTON, WARREN, WASHINGTON, WAYNE,  
WILLIAMS, WOOD, WYANDOT

**Special Jurisdictional Note :**

**Details :**

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

# Prevailing Wage Rate

## Skilled Crafts

Name of Union: Truck Driver Bldg & Hwy Class 2  
Locals 20,40,92,92b,100,175,284,438,377,637,908,957

Change # : LCRO1-2019-fbBldgHwy

Craft : Truck Driver Effective Date : 10/16/2019 Last Posted : 10/16/2019

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification												
Truck Driver CLASS 2 Tractor Trailer-Semi Tractor Trucks-Pole Trailers-Ready Mix Trucks-Fuel Trucks- Asphalt-Oil Spray bar men- 5 Axle & Over - Belly Dumps-End Dumps-Articulated Dump Trucks- Low boys-Heavy duty Equipment(irrespective of load carried) when used exclusively for transportation-Truck Mechanics (when needed)			\$28.46	\$7.00	\$7.90	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$43.56	\$57.79
Apprentice		Percent										
First 6 months		80.00	\$22.77	\$7.00	\$7.90	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$37.87	\$49.25
7-12 months		85.00	\$24.19	\$7.00	\$7.90	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$39.29	\$51.39
13-18 months		90.00	\$25.61	\$7.00	\$7.90	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$40.71	\$53.52
19-24 months		95.00	\$27.04	\$7.00	\$7.90	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$42.14	\$55.66
25-30 months		100.00	\$28.46	\$7.00	\$7.90	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$43.56	\$57.79

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

**Ratio :**

3 Journeymen to 1 Apprentice

**Jurisdiction ( \* denotes special jurisdictional note ) :**

ADAMS, ALLEN, ASHLAND, ASHTABULA,  
ATHENS, AUGLAIZE, BELMONT, BROWN,  
BUTLER, CARROLL, CHAMPAIGN, CLARK,  
CLERMONT, CLINTON, COLUMBIANA,  
COSHOCOTON, 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.

**EXHIBIT 2**

**FORMS**



**Change Order No:** \_\_\_\_\_

Date of Issuance:	Effective Date:
Owner:	Owner's Contract No.:
Contractor:	Contractor's Project No.:
Engineer:	Engineer's Project No.:
Project:	Contract Name:

This Contract is modified as follows upon execution of this Change Order:

Description:

Attachments: [List documents supporting change]

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [not changes in Milestones if applicable]
Original Contract Price	Original Contract Times:
\$ _____ - _____	Substantial Completion: _____
	Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change	[Increase] [Decrease] from previously approved Change
Orders No. _____ to No. _____:	Orders No. _____ to No. _____:
\$ _____ - _____	Substantial Completion: _____
	Ready for Final Payment: _____ days or dates
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ _____ - _____	Substantial Completion: _____
	Ready for Final Payment: _____ days
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
\$ _____ - _____	Substantial Completion: _____
	Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ _____ - _____	Substantial Completion: _____
	Ready for Final Payment: _____ days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: _____	Title: _____	Title: _____
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

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

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





**SECTION 01010  
DEFINITION OF CONTRACT ITEMS**

**ITEM 0 GENERAL**

**0.01 FOREWORD**

This Section describes the various Contract Items listed in the Bid.

**0.02 WORK INCLUDED**

Under each Item the Contractor shall furnish all labor, materials, tools, plant equipment, supplies, maintenance of equipment, heating, lighting and power, insurance and bonds, coordination, and all Work and in accordance with the Specifications Parts A, B, and Divisions 1 through 16 of Part C and necessary to complete the Work in accordance with the obvious or expressed intent of the Contract Documents.

The removal and proper disposal of debris generated by work under each Item shall be included in that corresponding Item.

**0.03 WORKMANSHIP AND MATERIALS**

The quality of workmanship and materials entering into any and all of the Items and the Work included shall conform to pertinent sections, paragraphs, sentences, and clauses, both directly and indirectly applicable thereto, contained in the Contract Documents, whether or not direct reference to such occurs under each Item in this Section.

**0.04 PAYMENT**

The lump sum and unit prices stated in the Bid shall be payment in full for the completion of all Work specified and described or required to be included in the Contract, complete, and ready for use.

**0.05 CONTRACT ITEMS**

- A. The contract items are defined on the following pages.
- B. The alternate bid items are identified by the suffix -alt on the bid form. Alternate Bid Items shall be measured and paid in accordance with their corresponding Base Bid Item number. The Owner may award the Alternate Bid Items at the Owner's discretion and contingent upon available funding for the work.

**ITEM 1**  
**MOBILIZATION AND DEMOBILIZATION**

**1.01 DESCRIPTION**

- A. This Item is intended to pay non-recurring cost to the Contractor not recovered under other pay Items of the Contract.
- B. This Item shall include, but not be limited to, the cost for moving equipment in and out, performance and payment bonds, insurance, permits, utility connection cost, and other expenses associated with preparation for construction in accordance with the requirements of the Contract Documents.
- C. This item is intended to be in accordance with the Supplementary Conditions (C-800) 15.01A.

**1.02 WORK NOT INCLUDED**

- A. Any Work specifically included under other Bid Items.

**1.03 DEFINITION OF ITEM**

- A. Item 1 - Mobilization and Demobilization.

**1.04 MEASUREMENT & PAYMENT**

- A. The lump sum stated in the Bid shall be full compensation for all Work required under Item 1.
- B. The Contractor is reminded of the requirements of Supplementary Conditions (C-800) 15.01.A regarding Mobilization and Demobilization costs as a percentage of the total project cost.
- C. Payment shall be in accordance with Supplemental Conditions (C-800) 15.01 A. The Engineer may reduce the amount to be paid under Item 1 if the percentage requested is not represented by the actual amount performed.

**ITEM 2**  
**CLEANING AND TELEVISIONING SEWER MAIN PIPE**

**2.01 DESCRIPTION**

- A. Under these Items, the Contractor shall furnish and perform all Work necessary to clean pipes and televise sanitary sewer main pipes as scheduled in the Project Database, Specification Section 01330, in conformance with relevant Sections of the Specifications.

- B. These Items shall include all incidental work to be performed under the Contract unless specifically included for payment under other Items. This includes any maintenance of traffic to allow for the Work to be conducted.
- C. These Items shall include the removal of any protruding obstructions or roots necessary to permit the television inspection in sewer mains.
- D. These Items shall include the removal and disposal of debris generated by the cleaning, protruding obstruction and root removal operations.
- E. These Items shall include excavation of any buried manhole lids using hand tools necessary to access the sanitary sewer.
- F. The furnishing and installing any plugs required to control sewer flow during cleaning and testing or any bypass pumping that might be required to prevent the backup of sewage into buildings and residences shall be included under these Items.
- G. The preparation and submittal of video records documenting the inspection work and submission of those records to the Owner and Engineer shall be included under these Items.
- H. The documentation of the condition of the existing sewers televised shall be included under these Items.

## **2.02 WORK NOT INCLUDED**

- A. Replacement of damaged structures as a result of Contractor's operations shall be replaced at the Contractor's expense.

## **2.03 DEFINITION OF ITEMS**

- A. Item 2a - 6-inch Sanitary Sewer Cleaning and Televising.
- B. Item 2b - 8-inch Sanitary Sewer Cleaning and Televising.
- C. Item 2c - 10-inch Sanitary Sewer Cleaning and Televising.
- D. Item 2d - 12-inch Sanitary Sewer Cleaning and Televising.
- E. Item 2e - 14-inch Sanitary Sewer Cleaning and Televising.
- F. Item 2f - 15-inch Sanitary Sewer Cleaning and Televising.
- G. Item 2g - 18-inch Sanitary Sewer Cleaning and Televising.
- H. Item 2h - 21-inch Sanitary Sewer Cleaning and Televising.
- I. Item 2i - 24-inch Sanitary Sewer Cleaning and Televising.
- J. Item 2j - Sewer Root Cutting or Cleaning Addition.
- K. Item 2k - Removal of Protruding Taps.

## **2.04 MEASUREMENT & PAYMENT**

- A. The quantities to be paid for under the Items 2a through 2i shall be the linear feet of pipe cleaned and tested for the sewers of the specified size. The footage shall be measured using the Contractor's television equipment reel.
- B. Item 2j is intended to provide the Contractor a mechanism for additional compensation associated with heavy root cutting or cleaning requiring the use of chain cutting. A minimum of 5-feet of length shall be measured at all locations requiring heavy root cutting or cleaning.
- C. The quantity to be paid for under Item 2k shall be for each sanitary lateral protrusion removed.

END OF SECTION

**SECTION 01043**  
**COORDINATION AND CONTROL OF THE WORK**

**GENERAL**

**1.01 SCOPE**

- A. This Section includes coordination and control of the Work.

**PART 1**

**1.02 SUBMITTALS**

- A. Submittals shall be in accordance with the requirements of Section 01300 and shall include:
1. Information for the Record:
    - a. Haul routes to and from Site.
    - b. Plan and procedures for any shut downs and bypass pumping.
    - c. Coordination drawings shall include, but not be limited to, all process piping including, but not limited to, bill of material, laying length, embedded conduit runs, and embedded plumbing lines.

**1.03 LINES AND GRADES**

- A. All Work under this Contract shall be built in accordance with the lines and grades shown on the Drawings or as altered or modified by authority of the Owner and Engineer.

**1.04 EXISTING STRUCTURES SHOWN ON DRAWINGS**

- A. Where underground and surface structures are shown on the Drawings, the location, depth, and dimensions of such structures are believed to be reasonably correct but are not guaranteed.
- B. Such structures are shown for the information of the Contractor, but information so given is not to be construed as a representation that such structures will in all cases be found or encountered just where shown, or that they represent all the structures which may be encountered.

**1.05 COOPERATION OF CONTRACTOR**

- A. The Contractor shall conduct his operations so as to interfere as little as possible with those of the Owner, other contractors, utilities, or any public authority on or near the Work.
- B. The Owner reserves the right to perform other Work by contract or otherwise, and to permit other public bodies, public utility companies, and others to do Work on or near the project during progress of the Work. If a conflict arises, the Owner will determine when and how the Work shall proceed.

- C. Claims for delay or inconvenience due to operations of such other parties on Work specified, shown on the Drawings, as directed or which can be reasonably expected to be encountered by the nature and location of the Work will not be considered.
- D. Operations entailing the use of construction equipment and lights outside the hours of 8:00 am and 5:00 pm or outside the hours allowed for construction by local ordinances or regulations.
- E. Closing off clear access to any public alley, street, road, avenue or boulevard without the prior consent of municipal officials and the Engineer is prohibited.
- F. Contractor and subcontractors are required under Ohio Revised Code Section 149.53 to Notify the Ohio Historical society and the Ohio Historic Site Preservation Board of archeological discoveries located in the project area and to cooperate with these entities in archeological and historical surveys.

**1.06 MAINTENANCE OF SANITARY SYSTEM DURING CONSTRUCTION**

- A. All construction which requires interruption of existing sanitary system flow shall be executed during periods designated by the Owner.
- B. Bypassing of untreated sanitary wastewater to any stream or body of water is prohibited.

**1.07 RESERVED**

**1.08 RESERVED**

**1.09 RESERVED**

**1.10 RESERVED**

**1.11 DISPOSAL OF DEBRIS**

- A. All debris resulting from construction operations, i.e., packaging, waste materials, damaged equipment, etc., shall be trucked from the Site by the Contractor and disposed of at spoil sites.
- B. The Contractor shall police the hauling of debris to ensure that all spillage from haul trucks is promptly and completely removed from public or private rights-of-way.
- C. All debris shall be disposed of in accordance with federal, state, and local laws and regulations.

**1.12 CONTROL OF NOISE**

- A. The Contractor shall eliminate noise to as great an extent as possible at all times. Air compressors shall be equipped with silencers and the exhaust of all gasoline motors and other power equipment shall be provided with mufflers. In the vicinity of hospitals,

libraries, and schools, precautions shall be taken to avoid noise and other nuisance, and the Contractor shall require strict observances of all pertinent ordinances and regulations. Any blasting permitted in such locations shall be done with reduced charges.

**1.13 RESERVED**

**1.14 SANITARY REGULATIONS**

- A. The Contractor shall provide all necessary housing accommodations for the workers for changing clothes and for protection during inclement weather. Toilet accommodations shall also be maintained for the use of the employees on the Work. The accommodations shall be in approved locations, properly screened from public observance and shall be maintained in a strictly sanitary manner.
- B. The Contractor shall obey and enforce all other sanitary regulations and orders; shall take precautions against infectious diseases and the spread of same; and shall maintain at all times satisfactory sanitary conditions around all shanties, tool and supply houses, and on all other parts of the Work.

**1.15 RESERVED**

**1.16 EMERGENCY MAINTENANCE SUPERVISOR**

- A. The Contractor shall submit to the Engineer the names, addresses, and telephone numbers of two employees responsible for performing emergency maintenance and repairs when the Contractor is not working, See GC 2.04 and 7.01. These employees shall be designated in writing by the Contractor to act as his representative and shall have full authority to act on his behalf.
- B. Contractor shall post at job Site, in a conspicuous location, the emergency numbers for the project.
- C. Contractor shall be responsible for contacting the local fire, police, and emergency response personnel and organizations in advance of the Work. The Contractor shall be responsible for the coordination and compliance with emergency response plans, whether developed by the governing agency, laws, or the Contractor for the project.
- D. At least one of the designated employees shall be available for a telephone call any time an emergency arises.

**1.17 RESERVED**

**1.18 UNAUTHORIZED OR PROHIBITED WORK**

- A. Work done beyond the lines shown on the Drawings or ordered, Work done without required authorization, except as herein provided, or any extra work done without

authority will be considered as unauthorized and will not be paid for under the provisions of the Contract.

**1.19 RESERVED**

**PRODUCTS**

Not used.

**EXECUTION**

**PART 2** Not used.

**SPECIAL PROVISIONS**

**PART 3**

**4.01 MAINTAINING FLOW IN EXISTING SEWERS**

**PART 4**

- A. Flow in existing storm, sanitary and private sewers shall always be maintained during construction of this project. The Contractor shall furnish and install all necessary temporary facilities required to maintain flow in existing sewers including bulkheads, plugs, stoppe planks, flumes, coffer dams, pumping equipment, valves, etc.
- B. The Flow rate to be maintained around the work area is unknown however the Contractor should have sufficient pumping capacity to convey the full flow capacity of the subject sewers around the work.
- C. The Contractor shall be prepared to suspend work if excessive flow is encountered in the subject sewer beyond the running full capacity of the subject sewers.

**4.02 POTENTIALLY HAZARDOUS ENVIRONMENT**

- A. The environment in portions of the Site is rated as Class I Division 1 or 2 or some areas of the Site are designated as permitted Confined Spaces. As a minimum, whenever the Contractor is performing Work in these areas, the Contractor shall provide Factory Mutual- and UL-approved continuous monitoring of the atmosphere for the presence of hydrogen sulfides, of low oxygen concentration, and of explosive gases (both lighter and heavier than air). The Contractor shall evacuate all personnel from the areas whenever the detection system registers hydrogen sulfide levels of greater than 20 ppm, oxygen levels less than 19.5% or combustible gas levels of greater than 10% of the LEL. In addition, whenever the Contractor is using tools producing open flames or sparks, such as cutting torches, saws, and grinders, the Contractor shall provide for the forced air exhaust ducted from the immediate area of the Work.

**4.03 WET WEATHER CONDITIONS**

- A. The sanitary sewer collection system may experience elevated flow rates during wet weather events. The duration of elevated flows is dependent upon the nature of the weather conditions during the Work.
- B. The Contractor shall make provisions to suspend work during periods of elevated flow rates. The Owner will not provide temporary pumping measures to lower the level of



flow in the sanitary sewer to permit the work to continue during wet weather. The occurrence of elevated wet weather flows shall not be justification for a delay claim.

#### **4.04 PUBLIC NOTICE**

- A. The Contractor shall provide a door hanger notice to residents and businesses of the status of the work ahead of the work.
- B. The Contractor shall provide notice to all customers when work is anticipated to occur in sewer mains.
- C. The public notice shall include information regarding the proposed work, any special requirements requiring actions from the customer and the Owner's contact information.

#### **4.05 REPAIRS OF DAMAGE ABOVE GRADE FEATURES**

- A. The Contractor shall restore or repair damage caused by the Contractor's operations to above grade features including, but not limited to, tire ruts, damaged plantings, landscaping removed or damaged pavement.

#### **4.06 BURIED MANHOLES AND MANHOLE ADJUSTMENTS**

- A. Any required excavation (beyond hand tool excavation) and raising of manhole castings shall be performed by the Owner.
- B. The Contractor shall inspect and locate manhole prior to starting work in an area and identify any manholes to be excavated or raised.
- C. The Contractor shall provide 14 days notice of work to be performed by the Owner before starting work in an area.

#### **4.07 AREAS OF WORK**

- A. Images of the general areas of Work for both the base bid and alternate bid are provided.
- B. It can be seen in these images that some of the sewers are within or adjacent to paved roads while others are in easements or off roadways. These locations could affect the overall cost to perform the Work and should be taken into consideration when preparing a bid.

#### **4.08 OTHER ISSUES**

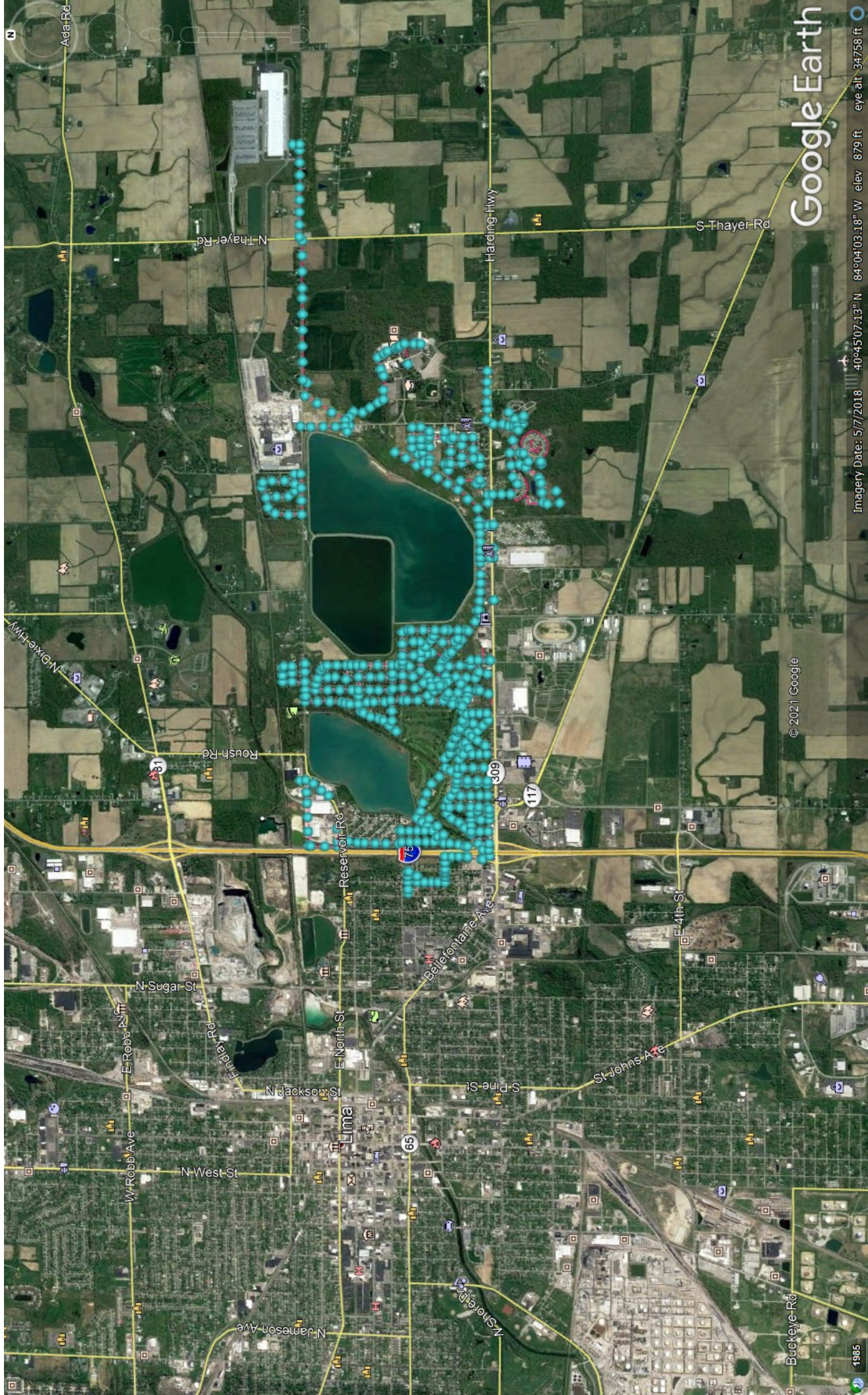
- A. The procedures for addressing problems not discussed herein will be discussed and decided upon at a preconstruction meeting.

END OF SECTION





Base Bid Work  
Overview of Work Area







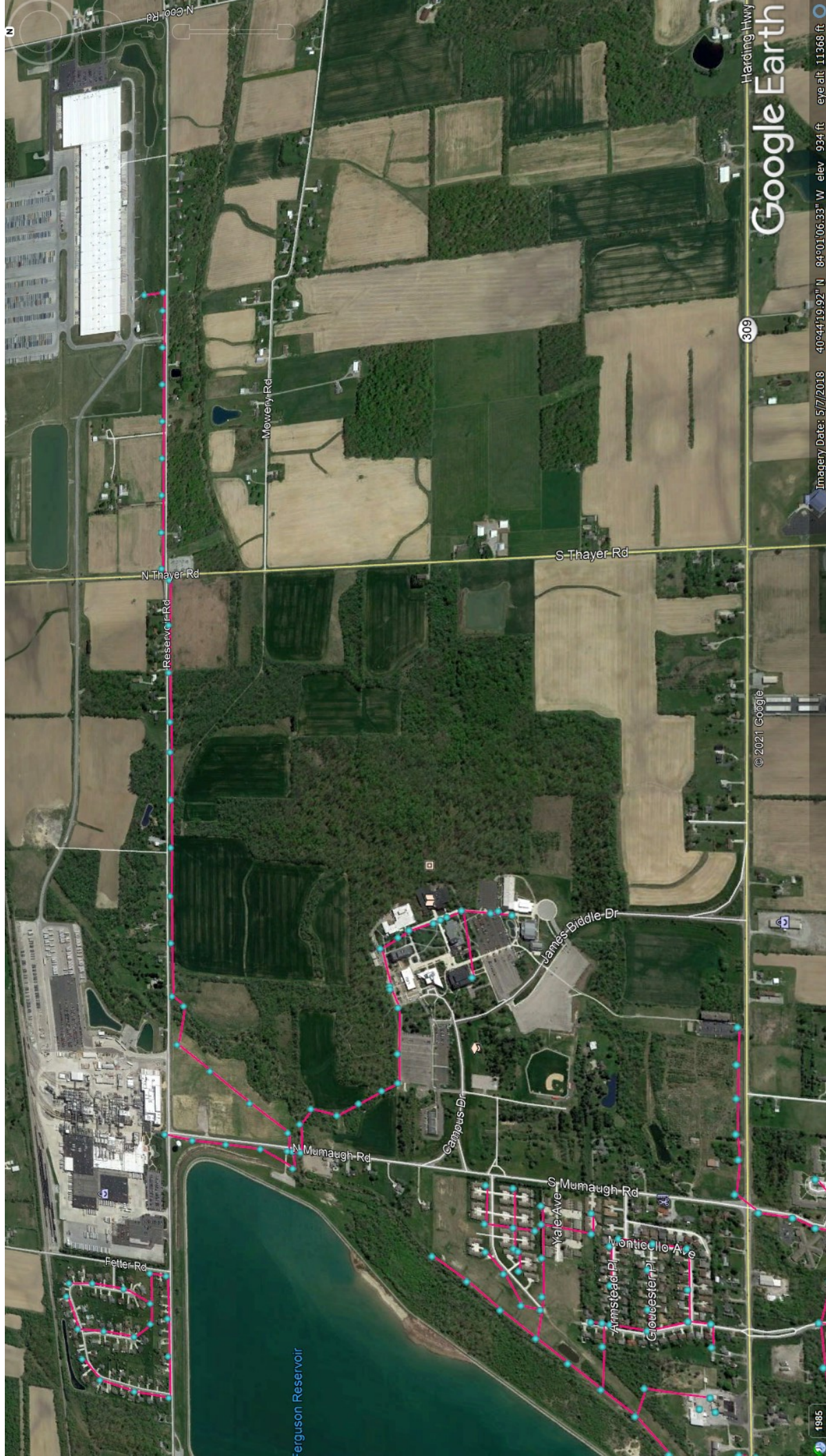


## Base Bid Work



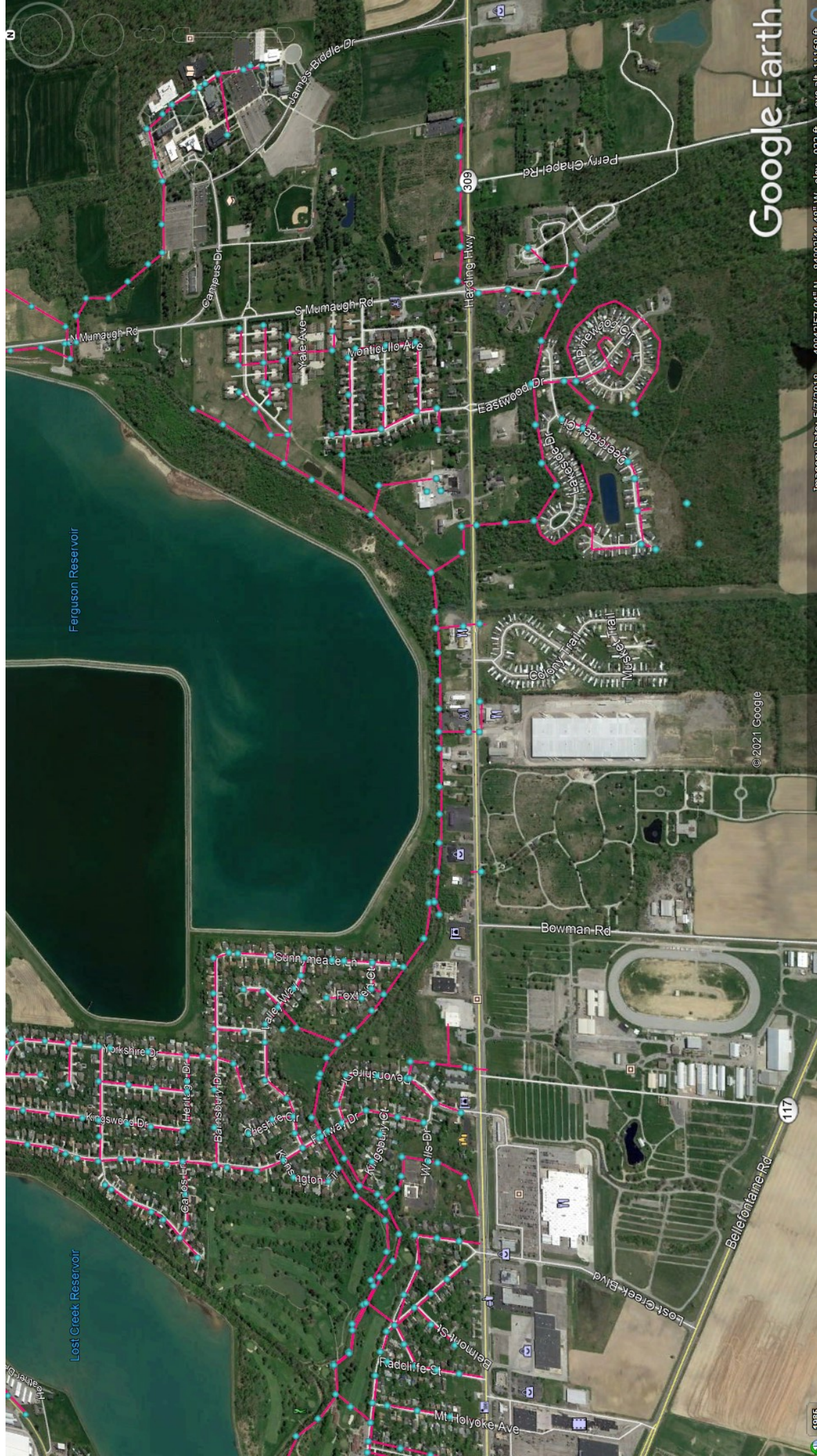


# Base Bid Work





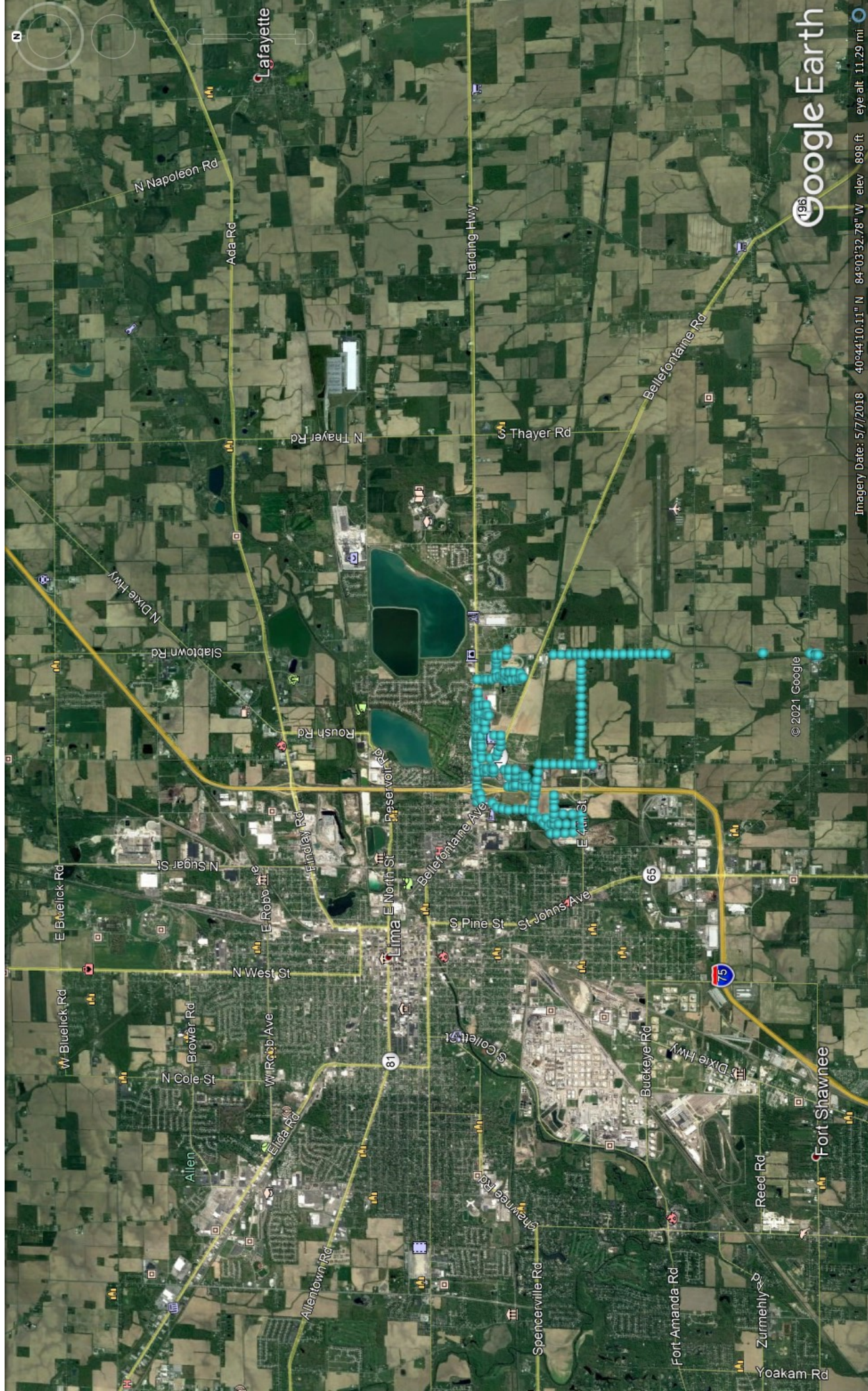
## Base Bid Work







Alternate Bid Work  
Overview of Work Area





# Alternate Bid Work



© 2021 Google

Google Earth

Imagery Date: 5/7/2018 40°43'24.03" N 84°04'10.04" W elev. 892 ft. eye alt. 8617 ft.



Alternate Bid Work





Alternate Bid Work





Alternate Bid Work





**SECTION 01310**  
**CONSTRUCTION SCHEDULES AND DOCUMENTATION**

**PART 1 GENERAL**

**1.01 SCOPE**

- A. This Section includes the requirements for construction schedules and construction sequences.
- B. This Section includes the requirements for the tracking and documentation of the progress and activities driving the completion of the Work as specified, shown on the Drawings and as directed.

**1.02 SUBMITTALS**

- A. Submittals shall be in accordance with the requirements of Section 01300 and shall include:
  - 1. Information for the Record:
    - a. Preliminary Construction Schedule.
    - b. Contractor's Construction Schedule and monthly updates.
    - c. Submittals Schedule.

**1.03 QUALITY ASSURANCE**

- A. Scheduling conference shall be held prior to the commencement of the construction to discuss the following including, but not limited to:
  - 1. Construction sequencing.
  - 2. Contractor's coordination of subcontractors.
  - 3. Coordination with the Owner's operations.
  - 4. Coordination with other Contractor's or other Work.
  - 5. Project milestones.

**PART 2 PRODUCTS**

**2.01 PRELIMINARY CONSTRUCTION SCHEDULE**

- A. Preliminary construction schedule shall be completed in accordance with the General Conditions and prior to the scheduling conference.
- B. The preliminary schedule shall outline the Contractor's sequencing of tasks, activities, milestones, and all critical path items within the contract time.

## **2.02 CONSTRUCTION SCHEDULE**

- A. The Contractor's submission of the construction schedule will not change the contract completion date, whether reviewed by the Owner and Engineer or not. The Contractor shall incorporate all approved change orders that have resulted in a contract time extension.
- B. The Contractor shall require all subcontractors engaged in the Work to submit to the Contractor construction schedules, as specified herein, for incorporation into the Contractor's construction schedule.
- C. The construction schedule shall include, but not limited to, the following dates:
  - 1. Notice to Proceed.
  - 2. Substantial Completion and Final Completion.
  - 3. Commencement of on-site operations.
  - 4. Milestones as specified, shown on the Drawings, and as directed.
  - 5. Ordering, submittals, fabrication, delivery, startup, and training time of major equipment items.
  - 6. Submittal schedule per the General Conditions.
- D. The Contractor shall incorporate into the construction schedule all constraints and work restrictions specified or otherwise required by the Contractor's operations, including, but not limited to, the following:
  - 1. Construction sequencing.
  - 2. Contractor's coordination of subcontractors.
  - 3. Coordination with the Owner's operations.
  - 4. Coordination with other Contractor's or other work.
  - 5. Project milestones.
  - 6. Owner's partial utilization.

## **2.03 UPDATING CONSTRUCTION SCHEDULE**

- A. The Contractor shall keep the construction schedule current to the progress of the Work continually through closeout of the project. The construction schedule shall be submitted monthly for the Engineer's review.

## **2.04 WEEKLY CONSTRUCTION SCHEDULE**

- A. The Contractor shall submit a schedule of his work for each week. This schedule shall identify the foreman of each work crew and the location and type of work the crew will be doing each day. It shall be delivered no later than 4:00 p.m. of the next to last regular workday of the preceding week to the Owner and Engineer.



### **PART 3 EXECUTION**

#### **3.01 COORDINATION**

- A. All phases of the Work requiring interference with normal operations of the existing facilities shall be scheduled in accordance with agreements among the Contractor, Owner, and Engineer. The Contractor shall notify the Owner at least one week before such Work is to begin.

### **PART 4 SPECIAL PROVISIONS**

#### **4.01 SCHEDULED NON-WORK DAYS**

- A. The Contractor shall restrict Work to Monday thru Friday between 7:00 a.m. and 7:00 p.m. and consider the following list of holidays as mandatory non-work days, all of which shall be incorporated into the construction schedule:
  - 1. New Year's Day.
  - 2. Memorial Day.
  - 3. Fourth of July.
  - 4. Labor Day.
  - 5. Thanksgiving Day.
  - 6. Day after Thanksgiving Day.
  - 7. Christmas Eve Day.
  - 8. Christmas Day.

END OF SECTION



**SECTION 01330  
PROJECT DATABASE**

**PART 1 GENERAL**

**1.01 INTRODUCTION**

- A. The Owner is hosting an online database for the purpose of providing the Contractor with available records regarding the subject sanitary sewer collection system.
- B. The Owner makes no guarantee as to the accuracy or completeness of the data and files provided as part of the project database.
- C. The Owner makes no guarantee as to the constant availability of the project database. The intention is to serve the data for the duration of the work, however internet outages or technical issues at the Owner's site may periodically render the project database unavailable.
- D. The Owner will not provide the project database in hard copy, hard drive or another format to the Contractor during the bid process.
- E. Neither the Engineer nor Owner will provide technical assistance to the Contractor in using the project database. The Contractor is expected to become proficient in using the database prior to submitting a bid for the proposed work.

**1.02 AVAILABLE DOCUMENTS AND FILES**

- A. Google Earth (kmz files):
  - 1. Files available in a Dropbox for the subject sanitary sewer collection system.
  - 2. Pertinent feature data is provided for sanitary sewer mains and manholes is provided.
  - 3. Diameters for the subject sewers along with manhole depths are included in the kmz files.

**1.03 PURPOSE**

- A. The Project Database is being provided for the purpose of permitting the Contractor to review existing conditions within the existing sewers and for working tracking.

**PART 2 PRODUCTS**

**2.01 RESERVED**

**PART 3 EXECUTION**

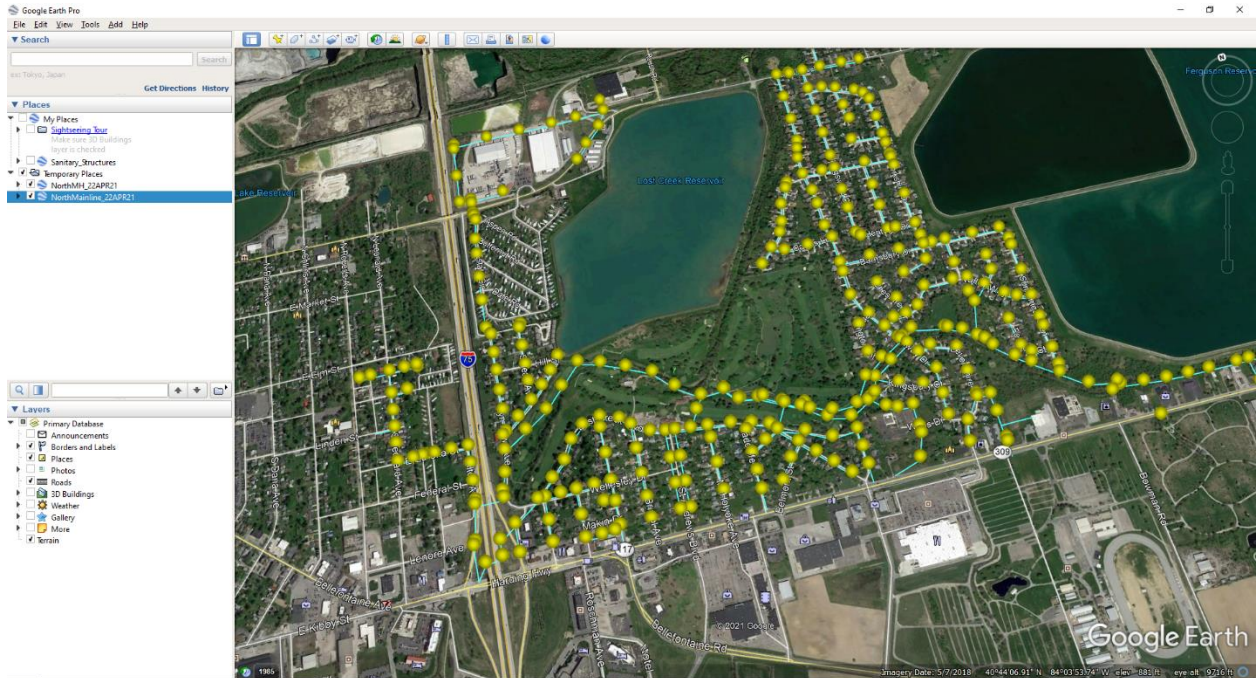
**3.01 GOOGLE EARTH DIRECTIONS**

- A. The Owner is hosting Google Earth kmz at the following addresses (The address must be typed exactly as shown):
  - 1. Base Bid - North Area:

- a. [https://www.dropbox.com/sh/j6fcxvr65e76vqy/AACS0lhc\\_t7SXmwo2VatHeR-a?dl=0](https://www.dropbox.com/sh/j6fcxvr65e76vqy/AACS0lhc_t7SXmwo2VatHeR-a?dl=0)
2. Alternate Bid - South Area:
  - a. <https://www.dropbox.com/sh/e3k8tn4a0yk26jq/AABIFgXzTb-F-JhjOD4M5fHba?dl=0>
3. This database shows and the portions of Lima's sewer collection system that are to be worked on.
4. In both the Base Bid and Alternate Bid folders, there are two sets of kmz files:
  - a. Mainline – Kmz files that allow for information including the pipe diameter to be accessed when portion of line is selected.
  - b. MH – Kmz files that allow for information including the manhole depth to be accessed when manhole is selected.
5. To view both the mainlines and manholes together, open one file, and while Google Earth is still open, select to open other file.
6. To alter the presentation of the manholes and mainlines:
  - a. Under "Temporary Places" right click the features you wish to alter.
  - b. Select "Properties" at the bottom of the pop-up list.
  - c. Select "Style, Color" tab, and change color and width to desired view.
7. The Contractor shall use this data to obtain information about the subject sanitary sewers included in the project.
8. If you save the unsaved "Temporary Places" to "My Places" when closing out of Google Earth, they will automatically open when the application is opened next and will need to be turned off by unchecking the box to the left of them to no longer view them. A screen shot of the web application is shown following. Your screen may appear differently depending upon the properties you have set, and files you have turned. Downloading the Google Earth application is recommended for accessing the files.
9. Manhole numbers are provided under the Manhole Field titled "Facility ID." The manhole numbers shall be used for all record keeping.

002-7670.007  
2021

City of Lima, Ohio  
Lost Creek Basin Sanitary Sewer Inspection



**PART 4 SPECIAL PROVISIONS**

Not used.

END OF SECTION



**SECTION 01500  
MAINTAINING TRAFFIC**

**PART 1 GENERAL**

**1.01 SCOPE**

- A. This Section includes the furnishing of all labor, materials, equipment and services necessary for maintaining and protecting vehicular and pedestrian traffic.

**1.02 SUBMITTALS**

- A. Submittals shall be in accordance with the requirements of Section 01300 and shall include:
  - 1. Information for the Record:
    - a. The Contractor shall submit the name, address, and telephone number of a local individual who will be responsible for maintaining traffic facilities when the Contractor is not working.
    - b. Traffic control or maintenance plans with govern authority(s) approval.
    - c. Detour routes with governing authority(s) approval.
    - d. Delivery and haul routes for contractor's activities outside the zone of influence.

**1.03 QUALITY ASSURANCE**

- A. The installation, maintenance, and operation of all traffic controls and traffic control devices shall conform to the requirements of the State Department of Transportation Manual of Uniform Traffic Control Devices for Streets and Highways, hereinafter called the MUTCD.
- B. If, in the opinion of the authority having jurisdiction over traffic in the affected thoroughfares, proper maintenance of traffic facilities and proper provisions for traffic control are not being provided by the Contractor, they may take the necessary steps to place them in proper condition, and the cost of such services will be deducted from any money which may be due or become due the Contractor.
- C. A traffic control conference, attended by Owner, Engineer, Contractor and governing authority, shall be held no later than 14 days prior to any traffic maintenance, placement of traffic control devices, lane closures, detouring of traffic or other activity that impedes the normal traffic flow.

**PART 2 PRODUCTS**

**2.01 TRAFFIC CONTROL DEVICES**

- A. Traffic control devices shall be provided with suitable supports of sufficient strength and stability.

- B. Faces of orange construction signs, barricades, vertical panels and drum bands shall be suitably reflectorized with sheeting.
- C. Traffic cones shall be a highly visible orange color.
- D. Pavement markings for traffic maintenance shall conform to the requirements of ODOT, the local authority and the MUTCD.

## **2.02 TEMPORARY TRAFFIC SIGNALS**

- A. The Contractor shall furnish, erect, maintain, and subsequently remove signal and signal controller equipment of a proper type and capacity to provide the required operation, and shall meet the general requirements of ODOT and the MUTCD.
  - 1. Any malfunctions or failures shall be corrected without delay. Temporary traffic signals not in use shall be covered or removed.
- B. The Contractor shall be responsible for the procurement of and payment for electric power for temporary traffic signals.

## **PART 3 EXECUTION**

### **3.01 COORDINATION**

- A. The Contractor shall provide and maintain in safe condition such temporary facilities for vehicular and pedestrian traffic as may be necessary to provide safe vehicular and pedestrian ingress and egress for all property adjacent to the improvements. Such access shall be provided at all times unless workers or machinery are in the immediate area. Access shall be provided to all properties at the end of the Work day.
- B. When the street or highway under construction is being used by vehicular traffic including periods of suspension of the Work, the Contractor shall maintain that portion of the street or highway being used to ensure that it is smooth, free from holes, ruts, ridges, bumps, and dust.
- C. The Owner will enter upon that portion of a project, where the Contractor is responsible for maintaining through traffic on part or the entire project, to place abrasives at its own expense, as may be considered advisable.
  - 1. The Contractor shall be responsible for the removal of abrasives placed, for which no claim for additional compensation shall be allowed nor shall the Contractor be relieved in any way of his obligation for maintenance of traffic.
- D. The Owner will provide for the necessary maintenance of public streets or highways which are used as detour beyond the Work limits of the contract.

### **3.02 TRAFFIC CONTROL**

- A. Barricades, vertical panels, and cones shall be protected by adequate advance warning construction signs.



- B. Equipment and material stored on the highway shall be marked at all times. At night, any such material or equipment stored within rights-of-way and easement(s) shall be clearly outlined with dependable lighted devices.
- C. Contractor shall provide any other lights, barricades, etc., that may be needed for the protection of pedestrian traffic in all areas where materials are stored.
- D. Road Closed - When a highway is permitted to be closed to traffic, the Contractor shall provide, erect, maintain, and subsequently remove approved traffic control devices, barricades, and suitable and sufficient red or yellow lights.

### 3.03 TRAFFIC MAINTAINED

- A. Where the street or highway under construction is being used by vehicular traffic, including periods of suspension of the Work, the Contractor shall furnish and maintain pavement markings, lights, warning signs, road construction traffic maintained signs, and end construction signs, barricades, temporary guardrail, and such other traffic control devices, and flaggers as may be necessary to maintain safe traffic conditions within the Work limits.
- B. Existing signs and traffic control devices within the Work limits shall remain in use during the construction period. If the Contractor needs to relocate or modify permanent signs and other traffic control devices as a consequence of his work, he shall provide suitable supports and may modify the devices with prior approval of the Engineer and the concurrence of the maintaining agency. Routine maintenance of permanent traffic control devices will remain the responsibility of the maintaining agency.
- C. The function of existing Stop or Yield signs shall be retained at all times although their position may be adjusted. Existing signs that must be relocated laterally shall be placed in accordance with the MUTCD.
- D. When an existing signal operation must be interrupted for a period, the Contractor shall provide a temporary traffic control method.
- E. The Contractor shall obtain the approval of the Owner and Engineer before closing a traffic lane or establishing a one-way traffic operation.
- F. Flaggers:
  - 1. Whenever one-way traffic is established, at least two flaggers shall be used and signs, cones, barricades, and other traffic control devices shall be erected by the Contractor in accordance with the MUTCD. The Contractor shall maintain positive and quick means of communication between the flaggers at the opposite ends of the restricted area.
  - 2. Flaggers shall be equipped according to the standards for flagging traffic contained in the MUTCD. At night, flaggers' stations shall be adequately illuminated.
  - 3. The Contractor may, in lieu of flaggers, or supplementing them, furnish, install, and operate a temporary traffic signal or signals, for the purpose of regulating traffic.

**3.04 RESERVED**

**PART 4 SPECIAL PROVISIONS**

**4.01 LANE CLOSURES & ROAD CLOSURES**

- A. The Contractor shall provide notice to the Owner 7 days in advance of any lane closures.
- B. The Contractor shall be prepared to schedule work for time periods of minimal traffic if so directed by the Owner to reduce impacts on traffic.

END OF SECTION

**SECTION 01820**  
**VIDEO RECORDING OF UNDERGROUND INFRASTRUCTURE**

**PART 1 GENERAL**

**1.01 SCOPE**

- A. This Section includes the requirements for video documentation of underground facilities.
- B. The Contractor shall provide personnel, transportation, recording equipment, power, and materials, to produce color video records of existing sanitary sewers as directed.
- C. The purpose of the inspection (CCTV) of the subject sewers is to memorialize the condition of the existing pipes to permit the Owner and the Engineer to develop the scope of a rehabilitation and or sewer replacement project to address excessive inflow and infiltration.
- D. The Contractor shall provide traffic control, flow control, by-pass pumping and cleaning of sewer mains to provide the documentation of defects to be addressed by rehabilitation or replacement work and produce video records and documentation.

**1.02 SCHEDULE OF WORK**

- A. Before proceeding with the Work the video recording contractor shall consult with the Engineer concerning the following:
  - 1. Scheduling recording to precede construction.
- B. The Owner will obtain permission for the recording crew to enter private property not included in an easement. The Contractor shall coordinate access with Owner and adhere to the schedule.

**1.03 DEFINITIONS**

- A. Video recording shall include producing video records of the area within the underground infrastructure as designated and as specified herein.

**1.04 SUBMITTALS**

- A. Submittals shall be in accordance with the requirements of Section 01300 and shall include:
  - 1. Shop Drawings for Review:
    - a. Proposed naming convention for sewer main files.
    - b. Sample video inspection report and video for approval of the proposed deliverable formats.

- c. Provide a minimum of two copies of the video records on external harddrives.
- d. Provide a separate inspection report in pdf format showing the plan location of all defects observed along each run.
- e. The video files for each sewer run and inspection shall be contained in a folder named consistent with the sewer run naming convention.
- f. Video records and inspection reports shall be reviewed by the Contractor before submitting files to the Engineer.
- g. Video records and inspection reports shall be submitted to the Engineer on a weekly basis. The policy for file transfers shall be determined at the preconstruction meeting.

#### **1.05 QUALIFICATIONS**

- A. The Bidder shall provide evidence of the following qualifications for the Contractor with the Bid:
  - 1. The Contractor shall have televised a minimum of 100,000 feet of sewer for each of the last two years.
  - 2. The Contractor shall provide references and contact information for the client contacts for the previous television inspection work performed.

### **PART 2 PRODUCTS**

#### **2.01 VIDEO RECORDING**

- A. Picture Quality - Video output from camera(s) shall be produced at a minimum of 720 by 480 resolution. Camera(s) shall also produce optimum color imagery properly illuminated.
- B. Displays - All video shall, by electronic means, display (visible on the playback viewer) continuously and simultaneously generated transparent digital information which shall include the date and time of recording, as well as the corresponding planned station numbers. The date information shall contain the month, day, and year. The time information shall consist of hours, minutes, and seconds, separated by punctuation marks. Below the stationing, periodic transparent alpha/numeric information shall appear. The information shall consist of the name of the project, name of area covered, direction of travel, viewing side, and any other pertinent data.
- C. The Inspection is not required to use PAPC formatting however a listing / example of the Contractor's naming convention for defects shall be submitted for review.
- D. The camera shall be capable of pan / tilt / zoom functions to permit defects in the pipe and other features to be clearly observed.

## **2.02 VIDEO OUTPUTTING**

- A. Video recording shall be a digital file format such as MPEG, MP3, MP4, Wave or WMV or other current standard file formats as approved by Engineer.
- B. The electronic file organization shall use the project manhole numbering with file names including the street names and manhole numbers with distances measured from entry to exit manholes (as shown on the Contractor's reel).
- C. The electronic files shall be stored on a single solid-state memory device, such as an external hard drive. The solid-state memory device shall have a USB for connection to a computer.
- D. The memory volume on the storage device shall be adequate to store the electronic video files in an unzipped capacity along with any associated or embedded data files.

## **2.03 AUXILIARY LIGHTING**

- A. Auxiliary lighting shall be used wherever necessary to ensure clarity of picture.

## **PART 3 EXECUTION**

### **3.01 PERSONNEL**

- A. The Work shall be performed by competent personnel with knowledge of the procedures and methods to produce satisfactory records as specified herein.

### **3.02 PRODUCTION**

- A. Recorded Contents:
  - 1. Video recordings shall be supported by appropriate visual coverage.
  - 2. The sewer inspection shall show the Contractor's reel footage on the screen.
  - 3. The recording shall include observation the following (but not be limited to) the following features: all pipe interiors, manholes (observed from the pipes), lateral sewer connections (observed from inside the sewer main).
  - 4. The recording shall observe existing cracks in the pipe, missing pipe, all joints with defects such as active leaks or deposits, changes in pipe slope, bellies, high spots, missing pipe, broken pipes or other pipe defects that may contribute infiltration into the sewer or exhibit structural defects.
  - 5. Still photographs shall be provided for severe structural defects, suspected inflow or infiltration.
  - 6. All lateral sewers shall be observed at the main and potential sump pump or clean water connections shall be documented.
  - 7. Lateral sewers are not to be inspected by launching. The 6-inch pipe included in the Work is believed to be 6-inch sewer main.

- B. Control of Picture Quality - The camera carrier shall travel at a speed slow enough to ensure against blur or distortion of the recorded pictures. A maximum rate of 30-feet per minute is permitted. The Engineer may request the Contractor to travel at a slower speed in sewers to properly observe conditions in the sewer pipe.
- C. Depth of flow in section being inspected shall be no greater than 25% unless inspection is permitted by the Engineer to occur with a greater depth.
- D. The Contractor may abandon the televising of a sewer segment with the approval of the Engineer if difficult conditions are encountered.

### **3.03 OWNER REVIEW**

- A. As the video recording work progresses, the Contractor shall deliver completed sections to the Owner and Engineer. The Owner and Engineer shall review the recordings and determine if they are acceptable for clarity and coverage. The recording may be rejected if the picture is of poor quality (i.e., blurred, distorted, too light, too dark, improper color), insufficient coverage, or does not meet specified requirements.
- B. The area of rejected recording shall be rerecorded by the Contractor and reinserted in the electronic file in the proper file locations.

## **PART 4 SPECIAL PROVISIONS**

### **4.01 WATER METER AND BACKFLOW PREVENTION**

- A. The Owner shall provide a water meter and backflow device to the Contractor for use on the project. The Contractor shall obtain the meter and backflow device from the Owner, paying all required fees and deposits.
- B. The water meter and backflow device shall be used at all times when the Contractor removes water from the water distribution system.
- C. There will be no charge for water used by the Contractor for the Work.

### **4.02 DISPOSAL OF DEBRIS**

- A. The Contractor shall be responsible for hauling and disposal of debris to a location approved by the Owner.
- B. The Contractor shall bear the costs for any testing required to dispose of debris.
- C. The Contractor shall notify the Owner of the spoil site(s) used for debris disposal.

### **4.03 PRIVATE PROPERTY**

- A. The Contractor shall coordinate with the Owner for Work on private property prior to commencement of Work. The Owner has notified property owners of this project.

**4.04 WEATHER CONDITIONS FOR TELEVISIONING**

- A. The Contractor shall be prepared to coordinate the televising work with the weather and suspend work during wet weather.
- B. The subject sewers are prone to elevated flows during wet weather events. The typical rainfall response of the sewer flows to precipitation events is unknown at this time.

END OF SECTION





**SECTION 02110**  
**REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

**PART 1 GENERAL**

**1.01 SCOPE**

- A. This Section includes demolition of existing structures and removal of pavement, piping, and equipment necessary to clear space for new construction and/or to rehabilitate existing construction.

**1.02 SUBMITTALS**

- A. Submittals shall be in accordance with all requirements of Section 01300 and shall include:
  - 1. Information for the Record:
    - a. The Contractor shall submit, as specified, a copy of a signed permit from the owner of the property upon which the debris, removed under this Section, will be disposed.
    - b. Dust and noise control measures.
    - c. Record documents, in accordance with the General Conditions, and photograph or video recording indicates the location of, but not limited to, the following existing, new, and abandoned:
      - 1) Utilities
      - 2) Mechanical
      - 3) Electrical
      - 4) Structural
      - 5) Any embedded items
    - d. Inventory and documentation list for removed and salvaged materials for the Owner.

**1.03 QUALITY ASSURANCE**

- A. Contractor shall execute the work in compliance with all federal, state, and local codes. Any removal or demolition shall not leave the Owner in violation of any such regulations or codes unless approved by the Owner and Engineer.

**1.04 PROTECTION**

- A. Structures shall be removed in such a manner as not to damage any portions of the existing structure which are to remain in place.

## **PART 2 PRODUCTS**

### **2.01 FILL MATERIALS**

- A. Fill material shall be in accordance with Section 02200.

## **PART 3 EXECUTION**

### **3.01 RESERVED**

### **3.02 RESERVED**

### **3.03 RESERVED**

### **3.04 RESERVED**

### **3.05 RESERVED**

### **3.06 RESERVED**

### **3.07 RESERVED**

### **3.08 RESERVED**

### **3.09 RESERVED**

### **3.10 DISPOSAL OF DEBRIS**

- A. All debris resulting from demolition operations; i.e., broken concrete, masonry, pipe, miscellaneous metal, trees and brush, equipment, etc., shall be trucked from the work site by the Contractor and disposed of at spoil sites in a legal manner, in full compliance with applicable codes and ordinances.
- B. The Contractor shall police the hauling of debris to ensure that all spillage from haul trucks is promptly and completely cleaned up.

### **3.11 RESERVED**

### **3.12 RESERVED**

### **3.13 USE OF EXPLOSIVES**

- A. The use of explosives for the work of removal of structures and obstructions is PROHIBITED.

**3.14 RESERVED**

**3.15 OPENINGS AND PATCHING**

- A. The Contractor shall fill all openings created by equipment, piping, and conduit removals.
- B. The Contractor shall patch any marred surfaces created by equipment and piping removals.
- C. All filling and patching work shall be performed in accordance with the specifications.
- D. All anchor bolts shall be removed and holes filled or cut off flush.

**PART 4 SPECIAL PROVISIONS**

**4.01 SEWER CLEANING & ROOT CUTTING**

- A. Cleaning shall constitute removal of all loose debris, solids, and protruding obstructions which inhibit, television inspection. Mineral deposits or debris shall be removed as necessary.
- B. If cleaning, protruding obstruction removal or root removal efforts were not performed by the Contractor to a level to permit the inspection, the Contractor shall repeat or complete the cleaning, protruding obstruction or root removal to a degree necessary to permit the inspection Work to be completed at no additional compensation to the Contractor.
- C. The Contractor shall remove all debris from the sewer and properly dispose of the nonliquid portion of the debris removed. Liquid and water removed from the sewer shall be decanted back to the sanitary sewer before hauling debris offsite.
- D. Root cutting may be required to complete the initial television inspection of the sewers. An estimated quantity for root cutting of sewers is provided. Root cutting shall be performed under the direction of the Engineer.
- E. Prior to commencing work requiring mechanized root cutting the contractor shall contact the Ohio Utility Protection Services (811) to have underground utilities marked. When advancing camera equipment through the sewer, the Contractor shall carefully monitor the sewer for potential utilities protruding into the sewer using the above grade utility mark as a reference. The Contractor shall promptly notify the Engineer of any utilities discovered protruding into the sewer main.
- F. Heavy root cutting shall be defined as work requiring effort beyond water jet cleaning such as chain cutting. The determination of heavy root cutting or cleaning shall be made by the engineer.

END OF SECTION



