



PROJECT MANUAL

**Hidden Valley Golf Course Stream Restoration  
Project**

BID NO. 24-12

**Advertisement**

Date: Thursday, October 03, 2024

**Pre-Bid Conference (Non-Mandatory)**

Date: Thursday, October 17, 2024

Time: 11:00 a.m.

Place: Microsoft Teams

URL to join meeting is in Article 4 of Instructions  
to bidders

**Bid Opening**

Date: Thursday, October 24, 2024

Time: 11:00 a.m.

Place: Public Utilities Department Conference Room  
225 Cherry Street  
Delaware, OH 43015

**Owner:** City of Delaware, Ohio  
**Engineer:** City of Delaware Public Works Department  
**Design Professional:** Burgess & Niple, Inc.

**Bid Submissions:**

Bidding Website:

<https://bidexpress.com>

**Point of Contact for Written Questions:**

Muzamille Yarrow

Project Manager, Public Utilities

[mvarrow@delawareohio.net](mailto:mvarrow@delawareohio.net) ; (740) 203-1908



## CITY OFFICIALS

### MEMBERS OF COUNCIL

Mayor Carolyn Kay Riggle	At Large
Vice Mayor Kent Shafer	At Large
George Hellinger	At Large
Stephen Tackett	First Ward
Lisa Keller	Second Ward
Cory Hoffman	Third Ward
Drew Farrell	Fourth Ward

### ADMINISTRATION

Paul J. Brake	City Manager
	Assistant City Manager
Natalia Harris	City Attorney
Ted Miller	Parks & Natural Resources Director
William L. Ferrigno, P.E.	Public Works Director / City Engineer
Rob Alger	Finance Director
Blake Jordan, P.E.	Public Utilities Director
David M. Efland, A.I.C.P.	Planning Director
Sean Hughes	Economic Development Director
Elaine McCloskey	Clerk of Council



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## **BIDDING REQUIREMENTS**



## NOTICE TO BIDDERS

### General Notice Paul J. Brake

Pursuant to Article XV Sections 73-75 of the Delaware Charter, sealed bids will be received by the City of Delaware, Ohio at the Public Utilities Department, 225 Cherry Street, Delaware, Ohio, 43015 through the Bidding Website until **Thursday, October 24, 2024, at 11:00 a.m.** and opened immediately thereafter, for the following:

<b>CONTRACT</b>	<b>ESTIMATE OF COST</b>
<b>Project Name:</b> Hidden Valley Golf Course Stream Restoration Project	<b>Base Bid:</b> \$340,000 – \$376,000
<b>Bid No.:</b> 24-12	

In accordance with the plans and specifications prepared by and/or for the City of Delaware and on file at the Public Works Department, the Project includes the following Work:

This project consists of a stream restoration at the Hidden Valley Golf Course in Delaware, Ohio. The project has an expected duration of about 90 days.

### Obtaining the Bidding Documents

The Issuing Office for the Bidding Documents is the City of Delaware Public Utilities Department, 225 Cherry Street, Delaware, Ohio, 43015. Prospective Bidders may examine the Bidding Documents at the Issuing Office Monday through Friday between the hours of 8:00 a.m. and 3:00 p.m. The Issuing Office will only provide copies of the Bidding Documents to prospective Bidders electronically using the Bidding Website “Bid Express” at <https://www.bidexpress.com>

Bids will be received by the City of Delaware electronically through the Bidding Website, only. All Bidders must register as a plan holder through the Bidding Website. As such, Bidders must register for an account through the Bidding Website, which requires the creation of a digital ID used to digitally sign Bids. It can take up to seven (7) business days for the Bidding Website to process a digital ID and it is highly recommended that a digital ID be enabled 48 hours in advance of submitting a Bid, so plan accordingly. All official notifications, addenda, and other Bidding Documents will be offered only through the designated Bidding Website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated Bidding Website.

Each Bid must be accompanied by a Bid Guaranty meeting the requirements 153.54 to 153.57 of the Ohio Revised Code and as required by the Bidding Documents.

### Pre-bid Conference

A pre-bid conference for the Project will be held on **Thursday, October 17, 2024, at 11:00 a.m.** through the Microsoft Teams online platform with meeting information provided in the Instructions to Bidders. Attendance at the pre-bid conference is encouraged but not required.

Prospective Bidders may address inquiries to Muzamille Yarrow at (740) 203-1908, [myarrow@delawaeohio.net](mailto:myarrow@delawaeohio.net), or through the Bidding Website. All inquiries must be submitted no later than **Monday October 21, 2024, at 9:00 a.m.** local time.

No Bidder may withdraw his/her Bid within sixty (60) days after the actual date of the opening thereof. The City of Delaware reserves the right to reject any or all Bids, to waive any informality and to award the Bid or Bids to the lowest responsive and responsible Bidder as deemed to be in the best interest of the City, as determined by the City Manager.

**Instructions to Bidders**

For all further requirements regarding Bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

**This Notice to Bidders posted on the City's Website and the Bidding Website is issued by:**

Owner: City of Delaware

By: Paul J. Brake

Title: City Manager

Date: Thursday, October 03, 2024



## INSTRUCTIONS TO BIDDERS

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## **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. *Issuing Office*—the office from which the Bidding Documents are to be issued, and which registers plan holders.
  - B. *Bidding Website* – the website from which the Electronic Documents of Bidding Documents are distributed by the Issuing Office, plan holders are registered, questions are posed by Bidders and answers provided by Owner, and Bids submitted.

## **ARTICLE 2—BIDDING DOCUMENTS**

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Website as indicated in the Notice to Bidders or invitation to bid. Owner requires that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.

## **ARTICLE 3—QUALIFICATIONS OF BIDDERS**

- 3.01 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualifications to perform the Work:
- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
  - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
  - C. Bidder's state or other contractor license number, if applicable.
  - D. Bidders may elect to provide information concerning proposed Subcontractors and suppliers with the bid, however submission with the Bid is not required.

- E. Other required information regarding qualifications included in the Qualifications Statement.
- 3.02 In addition to qualifications submitted with the Bid, the Bidder shall supply additional information that the Owner or Engineer may request regarding the Bidders qualifications within 3 business days of such request. After bid opening, within three (3) business days of a request made by the Owner or Engineer, the apparent low Bidder and any other Bidder so requested must submit the following:
- A. For all subcontracts with an estimated value of at least \$20,000, a list of all Subcontractors that the Bidder will use to construct the Project, as well as an indication of whether or not the Bidder has ever worked with a proposed Subcontractor before, including the following information for the three most recent projects on which the Bidder and each Subcontractor have worked together: project owner, project name, subcontract scope, subcontract value, owner's contact name and phone number.
    - 1. If Bidder and a proposed Subcontractor have not worked together on at least three projects in the five years, Bidder must submit the information set forth above for the three most recent similar projects to the Project that a proposed Subcontractor has worked on.
    - 2. The above Subcontractor information, as well as the information pertaining to each proposed Subcontractor as set forth in section I.3 herein, shall be used in the Owner's determination of the lowest responsive and responsible bid.
    - 3. Once a Bidder identifies its proposed Subcontractors as set forth herein, and Owner makes no objections, the list shall not be changed unless written approval of the change is authorized by the Owner and Design Professional.
  - B. A list of suppliers.
- 3.03 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.04 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

#### **ARTICLE 4—PRE-BID CONFERENCE**

- 4.01 A non-mandatory pre-bid conference will be held at the time and location indicated in the Notice to Bidders. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.
- A. The Pre-bid conference will be held through the online Microsoft Teams platform and will include a video and audio component. The video component will include screen sharing by the Engineer. All participants should log in and register to the Microsoft Teams meeting using the following information. Participants can choose to utilize audio through their computer or by dialing in to the conference call through their telephone. Instructions and prompts should be followed through the following URL link at the time of the meeting. Participants will be able to join up to 15 minutes prior to the scheduled time.

1. Date & Time: **Thursday, October 17, 2024, at 11:00 a.m.**
2. Microsoft Teams URL to join meeting: ( [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_OTa4MTgyNjAtYtBjNS00NmMOLThhYjMtZDVmZDk4OWVmZmQw%40thread.v2/0?context=%7b%22Tid%22%3a%22da103913-fbeb-4648-99c5-59030d13bf65%22%2c%22Oid%22%3a%225c11f722-6c2b-4149-a24d-5b473c4d6890%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_OTa4MTgyNjAtYtBjNS00NmMOLThhYjMtZDVmZDk4OWVmZmQw%40thread.v2/0?context=%7b%22Tid%22%3a%22da103913-fbeb-4648-99c5-59030d13bf65%22%2c%22Oid%22%3a%225c11f722-6c2b-4149-a24d-5b473c4d6890%22%7d) )

4.02 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

**ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

5.01 *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.

5.02 *Existing Site Conditions*

- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
  1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
    - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
    - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
    - 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. Unless provided on the Bidding Website, Owner will make copies or provide via Electronic Means all 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:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

#### 5.03 *Other Site-related Documents*

A. No other Site-related documents are available.

#### 5.04 *Site Visit and Testing by Bidders*

A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.

B. A Site visit is scheduled following the pre-bid conference. Maps to the Site will be available at the pre-Bid conference.

C. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

D. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general 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. Bidder is responsible for establishing access needed to reach specific selected test sites.

E. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits (including but not limited to a City of Delaware right-of-way permit where applicable), 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.

F. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

#### 5.05 *Owner's Safety Program*

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

#### 5.06 *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 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

### **6.01 *Express Representations and Certifications in Bid Form, Agreement***

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder’s examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

## **ARTICLE 7—INTERPRETATIONS AND ADDENDA**

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:
  - A. Submittal of questions shall be made through the Bidding Website.
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than eight (8) days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.
- 7.05 Bidders shall submit written questions to the Engineer in sufficient time to allow the Engineer to respond, in accordance with paragraph 7.03 above. All Addenda will be issued through the Bidding Website at least seventy-two (72) hours prior to the published time for the opening of bids, excluding Saturdays, Sundays, and legal holidays. If any Addendum is issued within such seventy-two (72) hour period, then the time for opening of bids shall be extended one (1) week with no further advertising of bids required.
- 7.06 Copies of each Addendum will be sent only to the Bidders registered through the Bidding Website. Receipt of Addenda shall be indicated by Bidders in the space provided on the Bid Form. Bidders are responsible for acquiring issued Addenda in time to incorporate them into

their bid. Bidders should contact the Engineer prior to the bid opening to verify the number of Addenda issued.

- 7.07 Each Bidder shall carefully read and review the Contract Documents and immediately bring to the attention of the Engineer any error, omission, inconsistency, or ambiguity therein.
- 7.08 If a Bidder fails to indicate receipt of all Addenda through the last Addendum issued by the Engineer on its Bid Form, the bid of such Bidder will be deemed to be responsive only if:
- A. The bid received clearly indicates that the Bidder received the Addendum, such as where the Addendum added another item to be bid upon and the Bidder submitted a bid on that item; or
  - B. The Addendum involves only a matter of form or is one which has either no effect or has merely a trivial or negligible effect on price, quantity, quality, or delivery of the item bid upon.

#### **ARTICLE 8—BID SECURITY**

- 8.01 **Bid Guaranty**: Bidder shall furnish a Bid Guaranty, as prescribed in Sections 153.54, 153.57, and 153.571 of the Ohio Revised Code, in the form of either: (1) a bond for the full amount of the bid in the form of the Combined Bid Guaranty and Contract Bond included in the Bid Documents; or (2) a certified check, cashier's check, or irrevocable letter of credit in a form satisfactory to the Owner in an amount equal to 10% of the bid. Bid amount shall be the total of all sums bid, including all add alternatives, but excluding all deduct alternatives. NOTE: AIA Bid Bond forms are not acceptable.
- A. For all Bids submitted through the Bidding Website, a scan of the fully executed Bid Guaranty shall be uploaded to the Bidding Website. An original hard copy of the Bid Guaranty must then be provided to the Owner within 2 business days of the bid opening.
- 8.02 **Contract Bond**: The successful Bidder, who, as a Bid Guaranty, submits a certified check, cashier's check, or irrevocable letter of credit in an amount equal to 10% of the bid in accordance with paragraph 8.01(2) above, shall furnish a Contract Bond in the form Contract Bond included in the Bid Documents in an amount equal to 100% of the Contract Sum. NOTE: AIA Bond forms are not acceptable.
- 8.03 The bond must be issued by a surety company authorized by the Ohio Department of Insurance to transact business in the State of Ohio and acceptable to the Owner. The bond must be issued by a surety capable of demonstrating a record of competent underwriting, efficient management, adequate reserves, and sound investments. These criteria will be deemed to be met if the surety currently has an A.M. Best Company Policyholders Rating of

"A-" or better and has or exceeds the Best Financial Size Category of Class VI. Other sureties may be acceptable to the Owner, in its sole discretion.

- 8.04 All bonds shall be signed by an authorized agent of an acceptable surety and by the Bidder.
- 8.05 Surety bonds shall be supported by credentials showing the Power of Attorney of the agent, a certificate showing the legal right of the Surety Company to do business in the State of Ohio, and a financial statement of the Surety.
- 8.06 The Bid Guaranty, as applicable, shall be in the name of or payable to the order of the Owner.
- 8.07 Ensure that the amount of the Bid Guaranty (if the Bid Guaranty is in the form of a certified check, letter of credit, or cashier's check) is for a specific sum in an amount as instructed in Paragraph 8.01 above. If the Bid Guaranty is in the form of the Bid Guaranty and Contract Bond, the amount may be left blank; if an amount is inserted, it must equal the total of the base bid and all add alternates included. If inserted, then the failure to state an amount equal to the total of the base bid and all add alternates shall make the bid non-responsive if the Owner selects alternates not included in the amount.
- 8.08 Ensure that the appropriate bid package and scope of work is inserted in the correct space on the Bid Guaranty and Contract Bond Form. Failure to include work covered by the bid submitted may make the bid non-responsive.
- 8.09 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, 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 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, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.10 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 7 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.

#### **ARTICLE 9—CONTRACT TIMES**

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 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 10—SUBSTITUTE AND "OR EQUAL" ITEMS**

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or

materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Notice to Bidders for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner.

- 10.02 All prices that Bidder sets forth in its Bid will 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 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

- 11.01 A Bidder must be prepared to retain specific Subcontractors and Suppliers for the performance of the Work if required to do so by the Bidding Documents or in the Specifications. If a prospective Bidder objects to retaining any such Subcontractor or Supplier and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.02 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors and/or Suppliers proposed for the following portions of the Work within three (3) days after Bid opening:
- A. Paving, electrical and lighting, earthwork, pavement markings, erosion and sediment control, and water main.
  - B. Bidders may submit a list of the Subcontractor’s and/or Suppliers with the Bid they are identified at the time of Bidding.
- 11.03 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will 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.
- 11.04 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 and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, 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 7.07 of the General Conditions.



## **ARTICLE 12—PREPARATION OF BID**

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed electronically through the Bidding Website. A Bid price must 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.”
- 12.02 When Bidder submits its Bid through the Bidding Website (which is required), the Bid Form and all required Bidding Documents shall be submitted in one or both of the following methods however applicable:
- A. On a paper copy of the Bid Form printed from the Electronic Documents Version of the Bidding Documents obtained on the Bidding Website, scanned and uploaded to the Bidding Website; and/or
  - B. Through electronically fillable forms if included on the Bidding Website (i.e. the Bid Schedule may be included as an electronic form on the Bidding Website that can be completed by the Bidder electronically).
- 12.03 A Bid by a corporation must 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 must be shown.
- 12.04 A Bid by a partnership must 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 official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must 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 official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder’s name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder’s authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.

12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

### **ARTICLE 13—BASIS OF BID**

#### **13.01 *Base Bid with Alternates***

- A. Bidders must submit a Bid on a unit price basis for the base Bid and include a separate price for each alternate, if any, described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.
- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.

#### **13.02 *Unit Price***

- A. Bidders must 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.
- D. Where unit prices are requested in the Bid Form the Bidder should quote a unit price. Unless otherwise expressly provided in the Bid Documents, such unit prices shall include all labor, materials, and services necessary for the timely and proper installation of the item for which the unit prices are requested. The unit prices quoted in the Bid shall be the basis for any Change Orders entered into under the Owner-Contractor Agreement, unless the Engineer determines that the use of such unit prices will cause substantial inequity to either the Contractor or the Owner.

### **ARTICLE 14—SUBMITTAL OF BID**

14.01 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 2 of the Bid Form.

14.02 Bids submitted through the Bidding Website must be submitted no later than the date and time prescribed in the Notice to Bidders or invitation to bid. The Bidder is responsible for complying with all requirements of the Bidding Website including but not limited to

registration and establishment of an electronic ID for signatory purposes. After opening of bids, the Owner reserves the right to require original hard copies of any Bidding documents submitted electronically through the Bidding Website.

- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted in the designated manner, will not be accepted.

#### **ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID**

15.01 *Modification.* A Bidder may modify its bid by written communication to the Owner addressed to the Owner's Representative at any time prior to the scheduled closing time for receipt of bids, provided such written communication is received by Owner's Representative prior to the bid deadline. The written communication shall not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known until the sealed bid is opened. If the Bidder's written instructions with the change in bid reveal the bid amount in any way prior to the bid opening, the bid may be rejected as non-responsive.

15.02 *Withdrawal Prior to Bid Deadline.* A Bidder may withdraw its bid at any time for any reason prior to the bid deadline for the opening of bids established in the Notice to Bidders. The request to withdraw shall be made in writing to and received by the Owner's Representative prior to the time of the bid opening.

15.03 *Withdrawal after Bid Deadline*

- A. All bids shall remain valid and open for acceptance for a period of at least 60 days after the bid opening; provided, however, that a Bidder may withdraw its bid from consideration after the bid deadline when all of the following apply:
1. the price bid was substantially lower than the other bids;
  2. the reason for the bid being substantially lower was a clerical mistake, rather than a mistake in judgment, and was due to an unintentional and substantial error in arithmetic or an unintentional omission of a substantial quantity of work, labor, or material;
  3. the bid was submitted in good faith; and
  4. the Bidder provides written notice to the Owner, to the attention of the Owner's Representative, within two (2) business days after the bid opening for which the right to withdraw is claimed.
- B. No bid may be withdrawn under this provision if the result would be the awarding of the contract on another bid for the bid package from which the Bidder is withdrawing its bid to the same Bidder.
- C. If a bid is withdrawn under this provision, the Owner may award the Contract to another Bidder determined by the Owner to be the lowest responsive and responsible bidder or the Owner may reject all bids and advertise for other bids. In the event the Owner advertises for other bids, the withdrawing Bidder shall pay the costs incurred in connection with the rebidding by the Owner, including the cost of printing new Contract Documents, required advertising, and printing and mailing notices to prospective

bidders, if the Owner finds that such costs would not have been incurred but for such withdrawal.

#### **ARTICLE 16—OPENING OF BIDS**

16.01 Bids will be opened at the time and place indicated in the Notice to Bidders 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 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

17.01 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. The Bid Guaranty shall be subject to forfeiture, as provided in the Ohio Revised Code, if a Bid is withdrawn during the period when bids are being held.

#### **ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT**

18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.

18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.

18.03 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, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

18.05 Owner's evaluation of the Bid and award of contract shall be in conformance with City of Delaware Code of Ordinances Section 105.05.

18.06 *Evaluation of Bids*

- A. In evaluating Bids, Owner will consider whether 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. The Owner may request bids on alternates. If the Owner requests bids on alternates, the Bidder should include the cost of the alternates requested on its Bid Form.
- C. At the time of awarding the contract, the Owner will select or reject alternates as it determines is in its best interest. A Bidder's failure to include on its Bid Form the cost of an alternate selected by the Owner and applicable to the Bidder's work shall render the bid non-responsive and be grounds for the rejection of the bid. Otherwise, the failure to include the cost of an alternate will not be deemed material.

- D. The Bidder acknowledges that although there is an estimate for the cost of the Project, the market conditions may and frequently do result in the estimate being different from the sum of the bids received, either higher or lower. The Bidder understands that the Owner may include alternates, which may include deduct alternates as well as add alternates, to give it flexibility to build the Project with the funds available. The Bidder further understands and acknowledges that use of add and deduct alternates is a long held customary practice in the construction industry in the State of Ohio. The Bidder also acknowledges that the Owner will not make a decision about the alternates on which to base the award of contracts until the bids are received, and the Owner can compare its available funds with the base bids and the cost or savings from selecting different alternates. The Bidder understands that the award to the Bidder submitting the lowest responsive and responsible bid will be based on the lowest base bid plus selected alternates, and may result in an award to a Bidder other than the Bidder that submitted the lowest base bid.
- E. If, during the progress of the Work, the Owner desires to reinstate any alternate not included in the Contract, the Owner reserves the right to reinstate the alternate at the price bid by the Contractor provided that such action is taken in sufficient time so as not to delay the progress of the work or cause the Contractor additional expense.
- F. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive or deductive alternate Bids for which Owner determines funds will be available at the time of award.

18.07 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. The Owner, at its discretion, may consider and give such weight to the following criteria as it deems appropriate.

- A. The Bidder's work history. The Bidder should have a record of consistent customer satisfaction and of consistent completion of projects, including projects that are comparable to or larger and more complex than the Owner's Project, on time and in accordance with the applicable Contract Documents, and the Bidder's claims history. If the Bidder's management operates or has operated another construction company, the Owner may consider the work history of that company in determining whether the Bidder submitted the lowest responsive and responsible bid.

The Owner will consider the Bidder's prior experience on other projects of similar scope and/or complexity including prior projects with the Owner and/or Design Professional, including the Bidder's demonstrated ability to complete its work on these projects in accordance with the Contract Documents and on time, and will also consider its ability to work with the Owner and Design Professional as a willing, cooperative, and successful team member. Bringing overstated claims, an excessive number of claims, acting uncooperatively, and filing lawsuits against project owners and/or their design professionals on prior projects of similar scope and/or complexity will be deemed evidence of a Bidder's inability to work with the

Owner and Design Professional as a willing, cooperative, and successful team member.

The Bidder authorizes the Owner and its representatives to contact the owners and design professionals (and construction managers, if applicable) on projects on which the Bidder has worked and authorizes and requests such owners and design professionals (and construction managers) to provide the Owner with a candid evaluation of the Bidder's performance. By submitting its bid, the Bidder agrees that if it or any person, directly or indirectly, on its behalf or for its benefit brings an action against any of such owners or design professionals (or construction managers) or the employees of any of them as a result of or related to such candid evaluation, the Bidder will indemnify and hold harmless such owners, design professionals (and construction managers) and the employees of any of them from any claims whether or not proven that are part of or are related to such action and from all legal fees and expenses incurred by any of them arising out of or related to such legal action. This obligation is expressly intended for the benefit of such owners, design professionals (and construction managers), and the employees of each of them.

- B. The Bidder's financial ability to complete the Contract successfully and on time without resort to its Surety.
- C. The Bidder's prior experience with similar work on comparable or more complex projects.
- D. The Bidder's prior history for the successful and timely completion of projects, including the Bidder's history of filing claims and having claims filed against it.
- E. The Bidder's equipment and facilities.
- F. The adequacy, in numbers and experience, of the Bidder's work force to complete the Contract successfully and on time.
- G. The Bidder's compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act, the Ohio Prevailing Wage laws, and Ohio ethics laws.
- H. The foregoing information with respect to each of the Subcontractors and Suppliers that the Bidder intends to use on the Project.
- I. The Bidder's participation in a drug-free workplace program acceptable to the Owner, and the Bidder's record for both resolved and unresolved findings of the Auditor of State for recovery as defined in Section 9.24 of the Ohio Revised Code.
- J. The Owner's prior experience with the Bidder's surety.
- K. The Bidder's interest in the Project as evidenced by its attendance at any pre-bid meetings or conferences for bidders.
- L. Depending upon the type of the work, other essential factors, as the Owner may determine and as are included in the Specifications.

18.08 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 19—BONDS AND INSURANCE**

19.01 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, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.

19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

#### **ARTICLE 20—SIGNING OF AGREEMENT**

20.01 When Owner issues a Notice of Award to the Successful Bidder, it will 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 must 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 10 days thereafter, Owner will 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 21— TAXES**

21.01 Owner is exempt from Ohio state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes must not be included in the Bid. Refer to Paragraph 7.10 of the Modified Standard General Conditions for additional information.

21.02 Contractor and subcontractor shall be responsible for City of Delaware income tax withholdings in accordance with Article 7 of the General Conditions.

#### **ARTICLE 22— PREVAILING WAGES**

22.01 For "Construction" projects as defined in Section 4115.03 of the Ohio Revised Code, the successful Bidder and all of its subcontractors, regardless of tier, will strictly comply with its obligation to pay a rate of wages on the Project not less than the rate of wages fixed for this Project under Section 4115.04 of the Ohio Revised Code. Additionally, for such "Construction Projects," the successful Bidder will comply with all other provisions of Chapter 4115 of the Ohio Revised Code.

#### **ARTICLE 23—CONTRACTS TO BE ASSIGNED (RESERVED)**

#### **ARTICLE 24—OHIO PUBLIC WORKS COMMISSION (RESERVED)**



## BID FORM

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 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **the City of Delaware, Public Utilities Department, 225 Cherry Street, Delaware, Ohio, 43015 through the Bidding Website.**
- 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—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
  - A. 00 43 22 Bid Schedule;
  - B. Required Bid security;
  - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
  - D. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
  - E. 00 45 13 Qualifications Statement with supporting data;
  - F. 00 45 19 Non-Collusion Affidavit;
  - G. 00 45 16.13 Personal Property Tax Affidavit;
  - H. 00 45 16.16 O.R.C. 3517.13 Compliance Certification; and
  - I. Bidder's evidence of authority to sign, if applicable in accordance with Article 12 of the Instructions to Bidders (this is not a form included in the Bidding Documents);

### ARTICLE 3—BASIS OF BID—UNIT PRICES

- 3.01 *Unit Price Bids*
  - A. Bidder will perform the Work at the unit prices indicated in either Section 00 43 22 "Bid Schedule" or the Bid Schedule submitted through the Bidding Website.
  - B. 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 Work will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 4—TIME OF COMPLETION**

- 4.01 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.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

- 5.01 *Bid Acceptance Period*
  - A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 5.02 *Instructions to Bidders*
  - A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.
- 5.03 *Receipt of Addenda*
  - A. Bidder hereby acknowledges receipt of the following Addenda

<u>Addendum Number</u>	<u>Addendum Date</u>

**ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS**

- 6.01 *Bidder’s Representations*
  - A. In submitting this Bid, Bidder represents the following:
    1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
    2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
    3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
    4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating

to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. 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 the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder 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.
8. 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.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
12. The Bidder acknowledges that this is a public project involving public funds, and that the Owner expects and requires that each successful Bidder adhere to the highest ethical and performance standards. The Bidder by submitting its bid pledges and agrees that (a) it will act at all times with absolute integrity and truthfulness in its dealings with the Owner and the Design Professional, (b) it will use its best efforts to cooperate with the Owner and the Design Professional and all other Contractors on the Project and at all times will act with professionalism and dignity in its dealings with the Owner, Design Professional and other Contractors, (c) it will assign only competent supervisors and workers to the Project, each of whom is fully qualified to perform the tasks that are assigned to him/her, and (d) it has read, understands and will comply with the terms of the Contract Documents.
13. The Bidder represents, understands and agrees that a) the Claim procedures in the Modified Standard General Conditions are material terms of the Contract Documents,

b) if it has a Claim, it will have its personnel provide complete and accurate information to complete and submit the Statement of Claim form on a timely basis, c) the proper completion and timely submission of a Statement of Claim form is a condition precedent to any change in the Contract Sum or the Contract Time(s), and d) the proper and timely submission of the Statement of Claim form provides the Owner and the Design Professional with necessary information so that the Owner may investigate the Claim and mitigate its damages.

14. The Bidder represents that the bid contains the name of every person interested therein and is based upon the Standards specified by the Contract Documents.

## 6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. 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.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. 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.
  - b. 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.
  - c. 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.
  - d. 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.
5. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a bid by joint venture, each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices and any Alternate bid in the bid have been arrived at independently without collusion, consultation, communication or agreement, or for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices or Alternate bid; (c) no attempt has been made or will be made by the Bidder to induce any other Person to submit or not to submit a bid for

the purpose of restricting competition; and (d) the statements made in this Bid Form are true and correct.

6. The Bidder will execute the form of Owner/Contractor Agreement in the form included with the Contract Documents, if a Contract is awarded on the basis of this bid, and if the Bidder does not execute the Contract Form for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the Owner.
7. The Bidder certifies that the upon the award of a Contract, the Contractor will ensure that all of the Contractor's employees, while working on the Project site, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
8. The Bidder agrees to furnish any information requested by the Design Professional or the Owner's authorized representative to evaluate that the Bidder has submitted the lowest responsible bid and that the bid is responsive to the specifications.
9. The Bidder certifies that it is aware of and in compliance with the requirements of Ohio Revised Code Section 3517.13 regarding campaign contributions.
10. By submitting its bid, each Bidder certifies for reliance of the Owner that it has no unresolved finding for recovery against it issued by the Auditor of the State of Ohio on or after January 1, 2001, except as permitted by Section 9.24 (F) of the Ohio Revised Code.
11. By submitting a bid for Work on the Project, the Bidder acknowledges that it is in compliance with applicable federal, state, and local laws and regulations, including, but not limited to, the following:
  - a. Equal Employment Opportunity/Nondiscrimination. The Bidder agrees that if it is awarded a contract that in the hiring of employees for performance of work under the contract or any subcontract, neither it nor any subcontractor, or any person acting on its behalf or its subcontractor's behalf, by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform work to which the employment relates. The Bidder further agrees that neither it nor any subcontractor or any person on its behalf or on behalf of any subcontractor, in any manner, shall discriminate against or intimidate any employees hired for the performance of the work under the contract on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.
  - b. Ethics Laws. The Bidder represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

BIDDER hereby submits this Bid as set forth above:

Bidder:

\_\_\_\_\_  
*(typed or printed name of organization)*

By:

\_\_\_\_\_  
*(individual's signature)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Date:

\_\_\_\_\_  
*(typed or printed)*

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

Attest:

\_\_\_\_\_  
*(individual's signature)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Date:

\_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

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

Bidder's Contact:

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Phone:

\_\_\_\_\_

Email:

\_\_\_\_\_

Address:

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

Bidder's Contractor License No.: (if applicable)

\_\_\_\_\_

**COMBINED BID GUARANTY AND  
CONTRACT BOND**

(O.R.C. § 153.571)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_  
\_\_\_\_\_ ("Contractor") as principal and \_\_\_\_\_  
\_\_\_\_\_ as surety are hereby held and firmly bound unto the **City of Delaware, Ohio**, as  
obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on \_\_\_\_  
\_\_\_\_\_, 20\_\_\_\_, to undertake the construction of the **Hidden Valley Golf Course Stream Restoration  
Project** ("Project"). The penal sum referred to herein shall be the dollar amount of the principal's bid to the  
obligee, incorporating any additive or deductive Alternates made by the principal on the date referred to  
above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of  
\_\_\_\_\_ Dollars (\$\_\_\_\_\_). (If the foregoing blank is not filled  
in, the penal sum will be the full amount of the principal's bid, including add Alternates. Alternatively, if the  
blank is filled in the amount stated must not be less than the full amount of the bid including add Alternates, in  
dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be  
made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and  
assigns.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above-named principal has submitted a  
bid for work on the Project.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a  
proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event  
the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between  
the amount specified in the bid and such larger amount for which the obligee may in good faith contract with  
the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the  
contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the  
difference not-to-exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or  
the costs, in connection with the resubmission, of printing new contract documents, required advertising, and  
printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and  
void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the  
principal within ten (10) days after the awarding of the contract enters into a proper contract in accordance  
with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond  
the same as though set forth herein.

Now also, if the said principal shall well and faithfully do and perform the things agreed by said  
principal 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 materials furnished in the carrying  
forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be  
for the benefit of any materialman 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; and surety shall indemnify the  
obligee against all damage suffered by failure of the principal to perform the contract according to its  
provisions and in accordance with the plans, details, specifications, and bills of material therefor and to pay all  
lawful claims of subcontractors, materialmen, and laborers for labor performed or material furnished in

carrying forward, performing, or completing the contract and surety further agrees and assents that this undertaking is for the benefit of any subcontractor, materialman, or laborer having a just claim, as well as for the obligee; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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

Signed and sealed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
PRINCIPAL

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

Printed Name & Title: \_\_\_\_\_

\_\_\_\_\_  
SURETY

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

Printed Name & Title: \_\_\_\_\_

\_\_\_\_\_

Surety's Address: \_\_\_\_\_

\_\_\_\_\_

Surety's Telephone Number: \_\_\_\_\_

Surety's Fax Number: \_\_\_\_\_

\_\_\_\_\_  
SURETY'S AGENT

Surety's Agent's Address: \_\_\_\_\_

\_\_\_\_\_

Surety's Agent's Telephone Number: \_\_\_\_\_

Surety's Agent's Fax Number: \_\_\_\_\_

## BID SCHEDULE

<b>Owner:</b>	City of Delaware, Ohio		
<b>Project:</b>	Hidden Valley Golf Course Stream Restoration Project	<b>Bid No.:</b>	24-12
<b>Bidder:</b>			

A	B	D	E	F	G	H
Bid Item	Item	Description	Quantity	Unit	Unit Price (\$)	Extended Price (E X G) (\$)
	1	Project Complete, Except Items 2 through 18	1	LS		
	2	Sediment and Erosion Control	1	LS		
	3	Clearing and Grubbing	1	LS		
	4	Soil Decompaction	1	LS		
	5	Wetland Microtopography/Woody Debris Habitat	1	LS		
	6	Stream Crossing Pre-Fab Bridges, installed	2	LS		
	7	Dam Removal	95	LF		
	8	Excavation	6452	CY		
	9	700 gram coir matting and stakes	1862	SY		
	10	Instream structures (toe wood)	26	EA		
	11	Instream structures (log step/riffle)	26	EA		
	12	Culverts for flood relief (12" HDPE)	200	LF		
	13	Invasive Removal	0.95	AC		
	14	Livestakes (along stream)	2700	EA		
	15	Wetland Seed Mix/Cover (short sedge meadow seed mix)	0.5	AC		
	16	Riparian Buffer/Coir Matting Seed Mix/Cover (PDQ Seed Mix)	3.2	AC		
	17	Berm/Channel Fill Seed Mix/Cover (Eco Friendly Golf Course Seed Mix)	0.4	AC		
	18	Channel Fill Seed Mix (Turf Tall Fescue) for Driving Range	1	AC		
<b>Informal Total of All Base Bid Items</b>						<b>0.00</b>



## PROPOSED SUBCONTRACTORS

Provide name, address, telephone number, and type of work to be performed by subcontractor, and amount of subcontract.

Name of Firm:	
Proposed Subcontracted Work:	
Subcontractor Owner's Name:	
Subcontractor Address:	
Subcontractor Telephone:	
Subcontracted Dollar Amount:	
Subcontracted Percentage:	

Name of Firm:	
Proposed Subcontracted Work:	
Subcontractor Owner's Name:	
Subcontractor Address:	
Subcontractor Telephone:	
Subcontracted Dollar Amount:	
Subcontracted Percentage:	

Name of Firm:	
Proposed Subcontracted Work:	
Subcontractor Owner's Name:	
Subcontractor Address:	
Subcontractor Telephone:	
Subcontracted Dollar Amount:	
Subcontracted Percentage:	

Name of Firm:	
Proposed Subcontracted Work:	
Subcontractor Owner's Name:	
Subcontractor Address:	
Subcontractor Telephone:	
Subcontracted Dollar Amount:	
Subcontracted Percentage:	

Name of Firm:	
Proposed Subcontracted Work:	
Subcontractor Owner's Name:	
Subcontractor Address:	
Subcontractor Telephone:	
Subcontracted Dollar Amount:	
Subcontracted Percentage:	

Name of Firm:	
Proposed Subcontracted Work:	
Subcontractor Owner's Name:	
Subcontractor Address:	
Subcontractor Telephone:	
Subcontracted Dollar Amount:	
Subcontracted Percentage:	

## PROPOSED SUPPLIERS

Provide name, address, telephone number, and type of material to be performed by suppliers...

Name of Firm:	
Proposed Materials Supplied:	
Supplier Name:	
Supplier Address:	
Supplier Telephone:	

Name of Firm:	
Proposed Materials Supplied:	
Supplier Name:	
Supplier Address:	
Supplier Telephone:	

Name of Firm:	
Proposed Materials Supplied:	
Supplier Name:	
Supplier Address:	
Supplier Telephone:	

Name of Firm:	
Proposed Materials Supplied:	
Supplier Name:	
Supplier Address:	
Supplier Telephone:	

# QUALIFICATIONS STATEMENT

## ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:									
<u>Corporate Office</u>									
Name:					Phone number:				
Title:					Email address:				
Business address of corporate office:									
<u>Local Office</u>									
Name:					Phone number:				
Title:					Email address:				
Business address of local office:									

1.02 Provide information on the Business’s organizational structure:

Form of Business:		<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation							
		<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:							
1.									
2.									
3.									
Provide a separate Qualification Statement for each Joint Venturer.									
Date Business was formed:						State in which Business was formed:			
Is this Business authorized to operate in the Project location?						<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending			

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:				Affiliation:			
Address:							
Name of business:				Affiliation:			
Address:							
Name of business:				Affiliation:			
Address:							

1.04 Provide information regarding the Business’s officers, partners, and limits of authority.

Name:		Title:	
Authorized to sign contracts: <input type="checkbox"/> Yes <input type="checkbox"/> No		Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts: <input type="checkbox"/> Yes <input type="checkbox"/> No		Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts: <input type="checkbox"/> Yes <input type="checkbox"/> No		Limit of Authority:	\$
Name:		Title:	

**ARTICLE 2—LICENSING**

2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

**ARTICLE 3—SAFETY**

3.01 Provide information regarding Business’s safety organization and safety performance.

Name of Business’s Safety Officer:			
Safety Certifications			
	Certification Name	Issuing Agency	Expiration

**ARTICLE 4—FINANCIAL**

4.01 Provide information regarding the Business’s financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:			
Business address:			
Date of Business’s most recent financial statement:		<input type="checkbox"/> Attached	
Date of Business’s most recent audited financial statement:		<input type="checkbox"/> Attached	
Financial indicators from the most recent financial statement			
Contractor’s Current Ratio (Current Assets ÷ Current Liabilities)			
Contractor’s Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)			

**ARTICLE 5—SURETY INFORMATION**

5.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:			
Surety is a corporation organized and existing under the laws of the state of:			
Is surety authorized to provide surety bonds in the Project location?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Is surety listed in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

**ARTICLE 6—INSURANCE**

6.01 Provide information regarding Business’s insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):			
Insurance Provider		Type of Policy (Coverage Provided)	
Are providers licensed or authorized to issue policies in the Project location?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Does provider have an A.M. Best Rating of A-VII or better?			<input type="checkbox"/> Yes <input type="checkbox"/> No
Mailing Address (principal place of business):			
Physical Address (principal place of business):			
Phone (main):		Phone (claims):	

**ARTICLE 7—CONSTRUCTION EXPERIENCE**

7.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

7.02 Provide information regarding the Business’s previous contracting experience.

Years of experience with projects like the proposed project:			
As a general contractor:		As a joint venturer:	
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:			
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input type="checkbox"/> No			

<p>Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Provide full details in a separate attachment if the response to any of these questions is Yes.</p>

- 7.03 List all projects currently under contract in Schedule A and provide indicated information.
- 7.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business’s experience with projects similar in type and cost of construction.
- 7.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business’s key leaders as well.

**ARTICLE 8—REQUIRED ATTACHMENTS**

- 8.01 Provide the following information with the Statement of Qualifications:
  - A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
  - B. Diverse Business Certifications if required by Paragraph 3.01.
  - C. Certification of Business’s safety performance if required by Paragraph 4.02.
  - D. Financial statements as required by Paragraph 5.01.
  - E. Attachments providing additional information as required by Paragraph 8.02.
  - F. Schedule A (Current Projects) as required by Paragraph 8.03.
  - G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
  - H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
  - I. Additional items as pertinent.
- 8.02 In lieu of completing and submitting the attached Schedules, Bidder may submit required information in its own format.



This Statement of Qualifications is offered by:

Business:

\_\_\_\_\_  
*(typed or printed name of organization)*

By:

\_\_\_\_\_  
*(individual's signature)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Date:

\_\_\_\_\_  
*(date signed)*

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

Attest:

\_\_\_\_\_  
*(individual's signature)*

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Address for giving notices:

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

Designated Representative:

Name:

\_\_\_\_\_  
*(typed or printed)*

Title:

\_\_\_\_\_  
*(typed or printed)*

Address:

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

Phone:

\_\_\_\_\_

Email:

\_\_\_\_\_

## Schedule A—Current Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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## Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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## Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner			Project Name		
General Description of Project					
Project Cost			Date Project		
Key Project Personnel	Project Manager	Project Superintendent	Safety Manager	Quality Control Manager	
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
	Name	Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

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## Schedule C—Key Individuals

<b>Project Manager</b>			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
<b>Project Superintendent</b>			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

## Schedule C—Key Individuals

<b>Safety Manager</b>			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
<b>Quality Control Manager</b>			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

# NON-COLLUSION AFFIDAVIT

The Bidder is required to execute and submit with its Bid, this Non-Collusion Affidavit.

State of: Ohio

County of: Delaware

Bid Identification: \_\_\_\_\_

Contractor: \_\_\_\_\_

Being first duly sworn, deposes and says that he is:

\_\_\_\_\_ of \_\_\_\_\_  
(sole owner, a partnership, president, etc.) (name of company)

the party making the foregoing Bid; that such Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such Bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly induced or solicited any other Bidder to put in false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or that anyone shall refrain from Bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid price of said Bidder or of any Bidder, or to fix any overhead, profit, or cost element of such Bid price, or that of any other Bidder, or to secure any advantage against the Owner awarding the Contract or anyone interested in the proposed Contract; that all statements contained in such BID are true; and further, that said Bidder has not, directly or indirectly, submitted his BID price or any other breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any individual except to such person or persons as having a partnership or other financial interest with said Bidder in his general business.

Signed: \_\_\_\_\_

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Seal of Notary

\_\_\_\_\_

# PERSONAL PROPERTY TAX AFFIDAVIT

(O.R.C. § 5719.042)

State of Ohio

County of \_\_\_\_\_, ss:

\_\_\_\_\_, being first duly sworn, deposes and says that he is the  
(Name)

\_\_\_\_\_ of \_\_\_\_\_ with offices located at  
(Title) (Contractor)

\_\_\_\_\_, and as its duly  
(Address of Contractor)

authorized representative, states that effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

( ) is charged with delinquent personal property taxes on the general list of personal property as set forth below:

<u>County</u>	<u>Amount</u> (includes total amount due, plus penalties and interest thereon)
Delaware	\$ _____

( ) is not charged with delinquent personal property taxes on the general list of personal property in Delaware County.

\_\_\_\_\_

\_\_\_\_\_  
(Affiant)

Sworn to and subscribed before me by the above-named affiant this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

My commission expires

\_\_\_\_\_, 20\_\_\_\_



## O.R.C. 3517.13 Compliance Certification

---

(Name of Company or individual)

hereby certifies that all applicable parties listed in Division (I) or (J) of O.R.C. 3517.13 are in full compliance with O.R.C. 3517.13.

---

(PRINTED NAME)

---

SIGNATURE

---

DATE

## **PREVAILING WAGE RATES**



## PREVAILING WAGE CONTRACTOR RESPONSIBILITIES

**This is a summary of prevailing wage contractors' responsibilities. For more detailed information please refer to Chapter 4115 of the Ohio Revised Code**

### General Information

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than \$250,000 for new construction or \$75,000 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting.

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than \$91,150 for new construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction or \$27,309 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting of a public improvement that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction.

- a) Thresholds are to be adjusted biennially by the Administrator of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration
- b) Biennial adjustments to threshold levels are made according to the Price Deflator for Construction Index, United States Department of Commerce, Bureau of the Census\*, but may not increase or decrease more than 3% for any year

### Penalties for violation

Violators are to be assessed the wages owed, plus a penalty of 100% of the wages owed.

### Intentional Violations

If an intentional violation is determined to have occurred, the contractor is prohibited from contracting directly or indirectly with any public authority for the construction of a public improvement. Intentional violation means "a willful, knowing, or deliberate disregard for any provision" of the prevailing wage law and includes but is not limited to the following actions:

- Intentional failure to submit payroll reports as required, or knowingly submitting false or erroneous reports.
- Intentional misclassification of employees for the purpose of reducing wages.
- Intentional misclassification of employees as independent contractors or as apprentices.
- Intentional failure to pay the prevailing wage.
- Intentional failure to comply with the allowable ratio of apprentices to skilled workers as required by the regulations established by Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration.
- Intentionally employing an officer, of a contractor or subcontractor, that is known to be prohibited from contracting, directly or indirectly, with a public authority.



## Responsibilities

- A. Pay the prevailing rate of wages as shown in the wage rate schedules issued by the Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration, for the classification of work being performed.
  1. Wage rate schedules include all modifications, corrections, escalations, or reductions to wage rates issued for the project.
  2. Overtime must be paid at time and one-half the employee's base hourly rate. Fringe benefits are paid at straight time rate for all hours including overtime.
  3. Prevailing wages must be paid in full without any deduction for food, lodging, transportation, use of tools, etc.; unless, the employee has voluntarily consented to these deductions in writing. The public authority and the Director of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration - must approve these deductions as fair and reasonable. Consent and approval must be obtained before starting the project.
- B. Use of Apprentices and Helpers cannot exceed the ratios permitted in the wage rate schedules.
  1. Apprentices must be registered with the U.S. Department of Labor Bureau of Apprenticeship and Training.
  2. Contractors must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Agreement for each apprentice on the project.
- C. Keep full and accurate payroll records available for inspection by any authorized representative of the Ohio Department of Commerce, Division of Industrial Compliance, and Labor, Bureau of Wage and Hour Administration or the contracting public authority, including the Prevailing Wage Coordinator. Records should include but are not limited to:
  1. Time cards, time sheets, daily work records, etc.
  2. Payroll ledger\journals and canceled checks\check register.
  3. Fringe benefit records must include program, address, account number, & canceled checks.
  4. Records made in connection with the public improvement must not be removed from the State for one year following the completion of the project.
  5. Out-of-State Corporations must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.
- D. Prevailing Wage Rate Schedule must be posted on the job site where it is accessible to all employees.
- E. Prior to submitting the initial payroll report, supply the Prevailing Wage Coordinator with your project dates to schedule reporting of your payrolls.
- F. Supply the Prevailing Wage Coordinator a list of all subcontractors including the name, address, and telephone number for each.
  1. **Contractors are responsible for their subcontractors' compliance with requirements of Chapter 4115 of the Ohio Revised Code.**



- G. Before employees start work on the project, supply them with written notification of their job classification, prevailing wage rate, fringe benefit amounts, and the name of the Prevailing Wage Coordinator for the project. A copy of the completed signed notification should be submitted to Prevailing Wage Coordinator.
- H. Supply all subcontractors with the Prevailing Wage Rates and changes.
- I. Submit certified payrolls within two (2) weeks after the initial pay period. Payrolls must include the following information:
  - 1. Employees' names, addresses, and social security numbers.
    - a. Corporate officers/owners/partners and any salaried personnel who do physical work on the project are considered employees. All rate and reporting requirements are applicable to these individuals.
  - 2. Employees' work classification.
    - a. Be specific about the laborers and/or operators (Group)
    - b. For all apprentices, show level/year and percent of journeyman's rate
  - 3. Hours worked on the project for each employee.
    - a. The number of hours worked in each day and the total number of hours worked each week.
  - 4. Hourly rate for each employee.
    - a. The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.
    - b. All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.
  - 5. Where fringes are paid into a bona fide plan instead of cash, list each benefit and amount per hour paid to program for each employee.
    - a. When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all projects for the year are documented, the hourly amount is calculated by dividing the total contribution of the employer by the total number of hours worked by the employee.
    - b. When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by **dividing the total yearly contribution by 2080**.
  - 6. Gross amount earned on all projects during the pay period.
  - 7. Total deductions from employee's wages.
  - 8. Net amount paid.
- J. The reports shall be certified by the contractor, subcontractor, or duly appointed agent stating that the payroll is correct and complete; and that the wage rates shown are not less than those required by the O.R.C. 4115.
- K. Provide a Final Affidavit to the Prevailing Wage Coordinator upon the completion of the project.

# PREVAILING WAGE NOTIFICATION TO EMPLOYEE

Project Name:		Job Number:	
Contractor:			
Project Location:			
Jobsite posting of prevailing wage rates located:			
Prevailing Wage Coordinator		Employee	
Name:		Name:	
Street:		Street:	
City:		City:	
State / Zip:		State / Zip:	
Phone:		Phone:	
<p>You will be performing work on this project that falls under these classifications. You will be paid the appropriate rate for the type of work you are performing.</p>			
Classification	Prevailing Wage Rate Total Package	Minus Your Fringe Benefits	Your Hourly Base Rate
Hourly fringe benefits paid on your behalf by this company.			
Fringe	Amount	Fringe	Amount
Health Insurance		Health Insurance	
Life Insurance		Holiday	
Pension		Sick Pay	
Bonus		Training	
Other		<b>TOTAL HOURLY FRINGES</b>	
Contractor's Signature:		Date:	
Employee's Signature:		Date:	

## INSTRUCTIONS FOR PREPARING CERTIFIED PAYROLL REPORTS

### General

Contractors and subcontractors are required by law to submit certified payroll reports for work on projects covered by Ohio's Prevailing Wage Law. This form meets the reporting requirements established by Ohio Revised Code Chapter 4115. The use of this form is not mandatory, employers may submit their own forms provided that all of the required information is included. This form may be reproduced, or additional copies obtained from:

Ohio Department of Commerce Division of Industrial Compliance and Labor Bureau of Wage & Hour Administration 6606 Tussing Rd. P. O. Box 4009 Reynoldsburg, OH 43068-9009 Phone: (614) 644-2239

### Certified Payroll Heading

Employer name and address: Company's full name and address. Indicate if the company is a subcontractor, if so list the name of the General or Prime. Project: Name and location of the project, including county. Contracting Public Authority: Name and address of the contracting public authority. Week Ending: Month, day, and year for last day of reporting period. Payroll # : Indicates first, second, third, etc. payroll filed by the company for the project. Page indicator: number of pages included in the report. Project Number: Determined by the public authority. If there is no number leave blank.

### Information by Column

- 1. Employee Name, Address and Social Security number: This information must be provided for all employees that perform physical labor on the project. Corporate officers, partners, and salaried employees are considered employees and must be paid the prevailing rate. Individual sole proprietors do not have to pay themselves prevailing rate but must report their hours on the project.
- 2. Work Class: List classification of work actually performed by employee. If unsure of work classification, consult the Ohio department of Commerce, Wage and Hour Bureau. Employees working more than one classification should have separate line entries for each classification. Indicate what year/level for Apprentices. Be specific when using laborer and operator classifications; for example, Backhoe Operator or Asphalt Laborer.
- 3. Hours Worked, Day & Date: In the first row of column 3 enter days of pay period example; M T W TH F S S. The second row is for the date that corresponds with each day for the pay period. In the employee information section enter the number of hours worked on the prevailing wage project and which day the hours were worked. Separate rows are labeled for (ST) straight time hours and (OT) overtime hours. All hours worked after 40, must be paid at the appropriate overtime rate.
- 4. Project Total Hours : Total the hours entered for pay period.
- 5. Base Rate: Enter actual rate per hour paid to the employee. The overtime hourly rate is time and one-half the base rate listed in the prevailing wage schedule plus fringe benefits at straight time rate. The prevailing wage schedule lists the base rate plus fringe benefit amounts. These amounts added together equal the total prevailing wage rate. Employers must pay this total amount in one of three ways.
  - Total rate may be paid in entirety in the base rate to the employee; in which case, the cash designation will be checked for fringe benefits.
  - Total rate may be paid as listed in prevailing wage rate schedule with total fringe amounts paid approved plans.
  - Total rate may be paid with a combination of base rate and fringe payments to approved plans in amounts other than those listed in schedule.
- 6. Project Gross: Enter total gross wages earned on the project for straight time and overtime. Project hours X base rate should equal project gross.
- 7. Fringes: If fringe benefits are paid in the hourly base rate, indicate this by marking the cash space. If fringe benefits are paid to approved plans as listed in the prevailing wage rate schedule, mark the space Approved Plans. If fringe benefits are paid partially in the base rate and partially to approved plans, mark the space Cash & Approved plans. List the hourly amount paid to approved plans for each fringe. If payments are not made on a per hour basis, calculate the hourly fringe credit by dividing the yearly employer contribution by the lesser of: hours actually worked in the year (these must be documented) or 2080. Fringe benefits include: Employer's share of health insurance, life insurance, retirement plan, bonus/profit sharing, sick pay, holiday pay, personal leave, vacation, and education/training programs.
- 8. Total Hours All Jobs: Total all hours worked during the pay period including non-prevailing wage jobs.
- 9. Total Gross All Jobs: Gross amount earned in the pay period for all hours worked.
- 10. Self explanatory.
- 11. Self explanatory.
- 12. Self explanatory.

**CONTACT US**

Division of Industrial Compliance & Labor  
6606 Tussing Road  
Reynoldsburg, OH 43068

Phone 614.644.2223  
Fax 614.644.2618  
Email [IC@com.state.oh.us](mailto:IC@com.state.oh.us)

**Webmaster**  
Contact the Webmaster for Questions  
or Comments on the Website:  
[webmaster@com.state.oh.us](mailto:webmaster@com.state.oh.us)

**CONNECT WITH US**



**LOOKUP SERVICES**

Registered Contractor List  
Boiler Information Database  
Building Code Compliance Electronic Plan  
Submission  
Board Of Building Appeals Case Lookup  
Elevator Database Lookup

**RESOURCES**

Federal Wage and Hour  
U.S. Consumer Product Safety  
Commission  
National Electric, Fire Alarm and Sprinkler  
Codes  
Minor Labor Law Poster  
2017 Minimum Wage Poster  
2018 Minimum Wage Poster

**ABOUT INDUSTRIAL  
COMPLIANCE**

Director Sheryl Maxfield  
Superintendent Geoff Eaton



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## CERTIFIED PAYROLL REPORT

Employer Name & Address			Name of General / Prime Contractor			Project Name & Location					Contracting Public Authority										
Check if subcontractor <input type="checkbox"/>			Week Ending			Payroll #					Project Number										
						Page _____ Of _____															
1. Employee Name, Address and Social Security Number	2. Work Class	3. Hours Worked - Day & Date							4. Project Total Hrs	5. Base Rate	6. Project Gross	7. Fringes:					8. Total Hours All Jobs	9. Total Gross All Jobs	10. Taxes Withheld	11. Other Deducts	12. NET Paid
												Cash <input type="checkbox"/>	Approved Plans <input type="checkbox"/>	Cash & Approved Plans <input type="checkbox"/>	H&W	Pens					
		OT																			
		ST																			
		OT																			
		ST																			
		OT																			
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Date \_\_\_\_\_ My signature on this form signifies that I pay, or supervise the payment of the employees shown above. I am certifying: 1) That during the pay period reported on this form, all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done. 2) That the fringe benefits have been paid as indicated above. 3) That no rebates or deductions have been or will be made, directly or indirectly from the total wages earned, other than permissible deductions as defined in the Ohio Revised Code Chapter 4115. 4) That apprentices are registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training. The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution.

Name and Title \_\_\_\_\_

Signature \_\_\_\_\_



Affidavit of Compliance

PREVAILING WAGES

I, \_\_\_\_\_ (Name of person signing affidavit) (Title)

do hereby certify that the wages paid to all employees of

\_\_\_\_\_ (Company Name)

for all hours worked on the

\_\_\_\_\_ (Project name and location)

project, during the period from \_\_\_\_\_ to \_\_\_\_\_ are in (Project Dates)

compliance with prevailing wage requirements of Chapter 4115 of the Ohio Revised Code. I further certify that no rebates or deductions have been or will be made, directly or indirectly, from any wages paid in connection with this project, other than those provided by law.

\_\_\_\_\_ (Signature of Officer or Agent)

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ (Notary Public)

The above affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is made.

## STATE OF OHIO REQUEST FOR PREVAILING WAGE RATES

**Important:** If you wish to retain a copy of this form for your records, please print it prior to clicking on the "Submit" button. When you click the "Submit" button, a prompt should appear which will allow you to obtain the necessary wage rates by clicking on the "view wage rates" button. Submitting this form notifies the Bureau of Labor and Worker Safety of your project. Wage rates will not be sent to you by mail as a result of the submission, rather you should obtain them by clicking on the "view wage rates" button.

### Public Authority Information

<b>Owner/Public Authority Name:</b>	CITY OF DELAWARE OHIO	<b>Date: 10/02/2024</b> This form must be filled out completely & correctly for us to process your request. Forms not completed correctly will be returned to the sender.
<b>Department Division or Agency:</b>	PUBLIC UTILITIES DEPARTMENT	
<b>Street Address:</b>	225 CHERRY ST	
<b>Address 2:</b>		ODOC Date Stamp
<b>City, OH</b>	Delaware	
<b>ZIP:</b>	43015	
<b>Email:</b>	myarrow@delawareohio.net It is required that you list your e-mail address here.	
<b>County of Public Authority:</b>	DELAWARE ▾	
<b>P.A. Phone:</b>	7402031908	

### Project Information


<b>Project Name:</b>	Hidden Valley Golf Course Stream Restoration Project	ODOC Date Stamp (Bid Tab)
<b>Site Address:</b>	225 CHERRY ST	
<b>City, OH</b>	Delaware	
<b>ZIP:</b>	43015	
<b>County of Project:</b>	DELAWARE ▾	
<b>Prevailing Wage Coordinator Name</b>	PERRY MICKLEY	
<b>Address:</b>	225 CHERRY ST	
<b>City,</b>	Delaware	
<b>ZIP:</b>	43015	
<b>Phone:</b>	7402031908	
<b>Issuing Authority of Bonds:</b>		
<b>Estimated Total Overall Project Cost:</b>	350,000	
<b>Type of Financing:</b>	PUBLIC	
<b>Type of Construction:</b>	<input type="radio"/> New Construction <input type="radio"/> Old Construction	
<b>This Project is</b>	<input type="radio"/> Residential <input type="radio"/> Commercial	
<b>Expected Date of Contract Award:</b>	07/21/2024 <b>example 05/31/98</b>	
<b>Projected Completion Date:</b>	12/30/2024 <b>example 05/31/98</b>	
<b>Project Comments:</b>	   (optional)	

**Important:** If you wish to retain a copy of this form for your records, please print it prior to clicking on the "Submit" button. When you click the "Submit" button, a prompt should appear which will allow you to obtain the necessary wage rates by clicking on the "view wage rates" button. Submitting this form notifies the Bureau of Labor and Worker Safety of your project. Wage rates will not be sent to you by mail as a result of the submission, rather you should obtain them by clicking on the "view wage rates" button.

Submit

Please contact our [Webmaster](#) with questions or comments.

## Prevailing Wage Determination Cover Letter

County:    
Determination Date: 09/05/2024  
Expiration Date: 12/05/2024

THE FOLLOWING PAGES ARE PREVAILING RATES OF WAGES ON PUBLIC IMPROVEMENTS FAIRLY ESTIMATED TO BE MORE THAN THE AMOUNT IN O.R.C. SEC. 4115.03 (b) (1) or (2), AS APPLICABLE.

Section 4115.05 provides, in part: "Where contracts are not awarded or construction undertaken within ninety days from the date of the establishment of the prevailing wages, there shall be a redetermination of the prevailing rate of wages before the contract is awarded." The expiration date of this wage schedule is listed above for your convenience only. This wage determination is not intended as a blanket determination to be used for all projects during this period without prior approval of this Department.

Section 4115.04, Ohio Revised Code provides, in part: "Such schedule of wages shall be attached to and made a part of the specifications for the work, and shall be printed on the bidding blanks where the work is done by contract..."

The contract between the letting authority and the successful bidder shall contain a statement requiring that mechanics and laborers be paid a prevailing rate of wage as required in Section 4115.06, Ohio Revised Code.

The contractor or subcontractor is required to file with the contracting public authority upon completion of the project and prior to final payment therefore an affidavit stating that he has fully complied with Chapter 4115 of the Ohio Revised Code.

The wage rates contained in this schedule are the "Prevailing Wages" as defined by Section 4115.03, Ohio Revised Code (the basic hourly rates plus certain fringe benefits). These rates and fringes shall be a minimum to be paid under a contract regulated by Chapter 4115 of the Ohio Revised Code by contractors and subcontractors. The prevailing wage rates contained in this schedule include the effective dates and wage rates currently on file. In cases where future effective dates are not included in this schedule, modifications to the wage schedule will be furnished to the Prevailing Wage Coordinator appointed by the public authority as soon as prevailing wage rates increases are received by this office.

"There shall be posted in a prominent and accessible place on the site of work a legible statement of the Schedule of Wage Rates specified in the contract to the various classifications of laborers, workmen, and mechanics employed, said statement to remain posted during the life of such contract." Section 4115.07, Ohio Revised Code.

Apprentices will be permitted to work only under a bona fide apprenticeship program if such program exists and if such program is registered with the Ohio Apprenticeship Council.

Section 4115.071 provides that no later than ten days before the first payment of wages is due to any employee of any contractor or subcontractor working on a contract regulated by Chapter 4115, Ohio Revised Code, the contracting public authority shall appoint one of his own employees to act as the prevailing wage coordinator for said contract. The duties of the prevailing wage coordinator are outlined in Section 4115.071 of the Ohio Revised Code.

Section 4115.05 provides for an escalator in the prevailing wage rate. Each time a new rate is established, that rate is required to be paid on all ongoing public improvement projects.

A further requirement of Section 4115.05 of the Ohio Revised Code is: "On the occasion of the first pay date under a contract, the contractor shall furnish each employee not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of Labor with individual written notification of the job classification to which the employee is assigned, the prevailing wage determined to be applicable to that classification, separated into the hourly rate of pay and the fringe payments, and the identity of the prevailing wage Coordinator appointed by the public authority. The contractor or subcontractor shall furnish the same notification to each affected employee every time the job classification of the employee is changed."

Work performed in connection with the installation of modular furniture may be subject to prevailing wage.

**THIS PACKET IS NOT TO BE SEPARATED BUT IS TO REMAIN COMPLETE AS IT IS SUBMITTED TO YOU. (Reference guidelines and forms are included in this packet to be helpful in the compliance of the Prevailing Wage law.)**

wh1500



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# Ohio Department of Commerce

## Bureau of Wage & Hour Administration

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[Other Government Agencies](#)

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**Classification = All, County = DELAWARE, Union = All**

County	Classification	Effective	Posted	Union
<a href="#">DELAWARE</a>	<a href="#">Asbestos Worker</a>	<a href="#">8/23/2018</a>	<a href="#">8/23/2018</a>	<a href="#">Asbestos Local 207 OH</a>
<a href="#">DELAWARE</a>	<a href="#">Asbestos Worker</a>	<a href="#">7/5/2023</a>	<a href="#">7/5/2023</a>	<a href="#">Asbestos Local 50 Zone 1</a>
<a href="#">DELAWARE</a>	<a href="#">Boilermaker</a>	<a href="#">3/28/2012</a>	<a href="#">3/28/2012</a>	<a href="#">Boilermaker Local 85</a>
<a href="#">DELAWARE</a>	<a href="#">Bricklayer</a>	<a href="#">6/7/2023</a>	<a href="#">6/7/2023</a>	<a href="#">Bricklayer Local 23 Heavy Hwy (A)</a>
<a href="#">DELAWARE</a>	<a href="#">Bricklayer</a>	<a href="#">6/7/2023</a>	<a href="#">6/7/2023</a>	<a href="#">Bricklayer Local 23 Heavy Hwy (B)</a>
<a href="#">DELAWARE</a>	<a href="#">Bricklayer</a>	<a href="#">6/1/2023</a>	<a href="#">5/31/2023</a>	<a href="#">Bricklayer Local 23 (Columbus Tile Finisher)</a>
<a href="#">DELAWARE</a>	<a href="#">Bricklayer</a>	<a href="#">6/1/2023</a>	<a href="#">5/31/2023</a>	<a href="#">Bricklayer Local 23 (Columbus Tile Setter)</a>
<a href="#">DELAWARE</a>	<a href="#">Bricklayer</a>	<a href="#">6/1/2023</a>	<a href="#">5/31/2023</a>	<a href="#">Bricklayer Local 23 (Columbus)</a>
<a href="#">DELAWARE</a>	<a href="#">Carpenter</a>	<a href="#">5/10/2023</a>	<a href="#">5/10/2023</a>	<a href="#">Carpenter Millwright Local 1090 Columbus</a>
<a href="#">DELAWARE</a>	<a href="#">Carpenter</a>	<a href="#">3/5/2014</a>	<a href="#">3/5/2014</a>	<a href="#">Carpenter NE District Industrial Dock &amp; Door</a>
<a href="#">DELAWARE</a>	<a href="#">Carpenter</a>	<a href="#">5/10/2023</a>	<a href="#">5/10/2023</a>	<a href="#">Carpenter &amp; Pile Driver Local 200</a>
<a href="#">DELAWARE</a>	<a href="#">Carpenter</a>	<a href="#">5/17/2023</a>	<a href="#">5/17/2023</a>	<a href="#">Carpenter &amp; Piledriver SC District HevHwy</a>
<a href="#">DELAWARE</a>	<a href="#">Cement</a>	<a href="#">1/10/2024</a>	<a href="#">1/10/2024</a>	<a href="#">Cement Mason Local 132 (Columbus)</a>
<a href="#">DELAWARE</a>	<a href="#">Cement Mason</a>	<a href="#">5/1/2023</a>	<a href="#">4/26/2023</a>	<a href="#">Cement Mason Statewide HevHwy</a>
<a href="#">DELAWARE</a>	<a href="#">Electrical</a>	<a href="#">1/1/2024</a>	<a href="#">12/28/2023</a>	<a href="#">Electrical Local 683 Inside</a>
<a href="#">DELAWARE</a>	<a href="#">Electrical</a>	<a href="#">1/1/2024</a>	<a href="#">12/27/2023</a>	<a href="#">Electrical Local 683 Inside Lt Commercial South West</a>
<a href="#">DELAWARE</a>	<a href="#">Voice Data Video</a>	<a href="#">5/29/2023</a>	<a href="#">5/24/2023</a>	<a href="#">Electrical Local 683 Voice Data Video</a>
<a href="#">DELAWARE</a>	<a href="#">Lineman</a>	<a href="#">2/7/2024</a>	<a href="#">2/7/2024</a>	<a href="#">Electrical Local 71 High Tension Pipe Type Cable</a>
<a href="#">DELAWARE</a>	<a href="#">Lineman</a>	<a href="#">2/7/2024</a>	<a href="#">2/7/2024</a>	<a href="#">Electrical Local 71 Outside Utility Power</a>
<a href="#">DELAWARE</a>	<a href="#">Lineman</a>	<a href="#">2/9/2024</a>	<a href="#">2/9/2024</a>	<a href="#">Electrical Local 71 Outside (Central OH Chapter)</a>
<a href="#">DELAWARE</a>	<a href="#">Lineman</a>	<a href="#">2/7/2024</a>	<a href="#">2/7/2024</a>	<a href="#">Electrical Local 71 Underground Residential Distribution</a>
<a href="#">DELAWARE</a>	<a href="#">Voice Data Video</a>	<a href="#">1/10/2024</a>	<a href="#">1/10/2024</a>	<a href="#">Electrical Local 71 Voice Data Video Outside</a>
<a href="#">DELAWARE</a>	<a href="#">Elevator</a>	<a href="#">1/1/2024</a>	<a href="#">12/27/2023</a>	<a href="#">Elevator Local 37</a>
<a href="#">DELAWARE</a>	<a href="#">Glazier</a>	<a href="#">11/1/2020</a>	<a href="#">10/28/2020</a>	<a href="#">Glazier Local 372</a>
<a href="#">DELAWARE</a>	<a href="#">Ironworker</a>	<a href="#">6/1/2023</a>	<a href="#">5/31/2023</a>	<a href="#">Ironworker Local 172</a>
<a href="#">DELAWARE</a>	<a href="#">Laborer Group 1</a>	<a href="#">5/1/2023</a>	<a href="#">4/26/2023</a>	<a href="#">Labor HevHwy 3</a>
<a href="#">DELAWARE</a>	<a href="#">Laborer Group 1</a>	<a href="#">5/17/2023</a>	<a href="#">5/17/2023</a>	<a href="#">Laborer Local 574 A (DELAWARE)</a>
<a href="#">DELAWARE</a>	<a href="#">Operating Engineer</a>	<a href="#">5/1/2023</a>	<a href="#">4/26/2023</a>	<a href="#">Operating Engineers - Building Local 18 - Zone III</a>
<a href="#">DELAWARE</a>	<a href="#">Operating Engineer</a>	<a href="#">5/1/2023</a>	<a href="#">4/26/2023</a>	<a href="#">Operating Engineers - HevHwy Zone II</a>
<a href="#">DELAWARE</a>	<a href="#">Drywall Finisher</a>	<a href="#">11/22/2023</a>	<a href="#">11/22/2023</a>	<a href="#">Painter Local 1275</a>
<a href="#">DELAWARE</a>	<a href="#">Painter</a>	<a href="#">11/22/2023</a>	<a href="#">11/22/2023</a>	<a href="#">Painter Local 1275</a>
<a href="#">DELAWARE</a>	<a href="#">Painter</a>	<a href="#">11/22/2023</a>	<a href="#">11/22/2023</a>	<a href="#">Painter Local 1275 HevHwy</a>
<a href="#">DELAWARE</a>	<a href="#">Painter</a>	<a href="#">11/22/2023</a>	<a href="#">11/22/2023</a>	<a href="#">Painter Local 1275 Industrial</a>
<a href="#">DELAWARE</a>	<a href="#">Painter</a>	<a href="#">6/10/2015</a>	<a href="#">6/10/2015</a>	<a href="#">Painter Local 639</a>
<a href="#">DELAWARE</a>	<a href="#">Painter</a>	<a href="#">3/22/2023</a>	<a href="#">3/22/2023</a>	<a href="#">Painter Local 639 Zone 2 Sign</a>
<a href="#">DELAWARE</a>	<a href="#">Plasterer</a>	<a href="#">6/1/2023</a>	<a href="#">5/31/2023</a>	<a href="#">Plasterer Local 132 (Columbus)</a>
<a href="#">DELAWARE</a>	<a href="#">Plumber Pipefitter</a>	<a href="#">6/1/2023</a>	<a href="#">5/31/2023</a>	<a href="#">Plumber Pipefitter Local 189</a>
<a href="#">DELAWARE</a>	<a href="#">Roofer</a>	<a href="#">9/13/2023</a>	<a href="#">9/13/2023</a>	<a href="#">Roofer Local 86</a>
<a href="#">DELAWARE</a>	<a href="#">Sheet Metal Worker</a>	<a href="#">8/12/2022</a>	<a href="#">8/12/2022</a>	<a href="#">Sheet Metal Local 24 Columbus</a>
<a href="#">DELAWARE</a>	<a href="#">Sprinkler Fitter</a>	<a href="#">4/6/2022</a>	<a href="#">4/6/2022</a>	<a href="#">Sprinkler Fitter Local 669</a>
<a href="#">DELAWARE</a>	<a href="#">Truck Driver</a>	<a href="#">5/1/2023</a>	<a href="#">4/26/2023</a>	<a href="#">Truck Driver Bldg &amp; HevHwy Class 1 Locals 20,40,92,92b,100,175,284,438,377,637,908,957</a>
<a href="#">DELAWARE</a>	<a href="#">Truck Driver</a>	<a href="#">5/1/2023</a>	<a href="#">4/26/2023</a>	<a href="#">Truck Driver Bldg &amp; HevHwy Class 2 Locals 20,40,92,92b,100,175,284,438,377,637,908,957</a>
<a href="#">DELAWARE</a>	<a href="#">Truck Driver</a>	<a href="#">5/1/2023</a>	<a href="#">4/26/2023</a>	<a href="#">Truck Driver Bldg &amp; HevHwy Class 3 Locals 20,40,92,92b,100,175,284,438,377,637,908,957</a>

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# Prevailing Wage Rate Skilled Crafts

Name of Union: Asbestos Local 207 OH

Change # : LCN01-2018fbLoc207OH

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 (*)		
<b>Classification</b>											
Asbestos Abatement	\$25.50	\$7.25	\$6.45	\$0.65	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$39.92	\$52.67
Trainee	\$16.50	\$7.25	\$1.50	\$0.65	\$0.00	\$0.00	\$0.07	\$0.00	\$0.00	\$25.97	\$34.22

**Special Calculation Note :**

**Ratio :**

3 Journeymen to 1 Trainee

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

ADAMS, ASHLAND, ASHTABULA\*, ATHENS, AUGLAIZE, BROWN, BUTLER\*, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GEAUGA, GREENE, GUERNSEY, HAMILTON, HARDIN, HARRISON, HIGHLAND, HOCKING, HOLMES, HURON, KNOX, LAKE, LICKING, LOGAN, LORAIN, MADISON, MAHONING, MARION, MEDINA, MIAMI, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PORTAGE, PREBLE, RICHLAND, ROSS, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VINTON, WARREN\*, WAYNE

**Special Jurisdictional Note :** Butler County:( townships of Fairfield,Hanover,Liberty,Milford,Morgan,Oxford,Ripley,Ross,StClair,Union & Wayne.) (Lemon & Madison) Warren County: (townships of: Deerfield, Hamilton, Harlan, Salem, Union & Washington). ( Clear Creek, Franklin, Mossie, Turtle Creek & Wayney). Ashtabula County: (post offices & townships of Ashtabula, Austinburg, Geneva, Harperfield, Jefferson, Plymouth & Saybrook) (townships of Andover, Cherry Valley, Colbrook, Canneaut, Denmark, Dorset, East Orwell, Hartsgrove, Kingville, Lenox, Monroe,Morgan,New Lyme,North Kingsville, Orwell, Pierpoint, Richmond Rock Creek, Rome, Sheffield, Trumbull, Wayne, Williamsfield & Windsor) Erie County:(post offices & townships of Berlin, Berlin Heights,Birmingham,Florence ,Huron, Milan, Shinrock & Vermilion)

**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: Carpenter & Piledriver SC District HevHwy

Change # : LCN01-2021fbLoc200

Craft : Carpenter Effective Date : 06/17/2021 Last Posted : 06/17/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
<b>Classification</b>												
Carpenter	\$30.28		\$7.50	\$10.18	\$0.40	\$0.00	\$2.00	\$0.13	\$0.00	\$0.00	\$50.49	\$65.63
Piledriver	\$29.07		\$6.57	\$7.78	\$0.36	\$0.00	\$1.51	\$0.10	\$0.00	\$0.00	\$45.39	\$59.93
<b>Apprentice Percent</b>												
1st 6 months	60.00	\$18.17	\$7.50	\$10.18	\$0.40	\$0.00	\$2.00	\$0.13	\$0.00	\$0.00	\$38.38	\$47.46
2nd 6 months	65.00	\$19.68	\$7.50	\$10.18	\$0.40	\$0.00	\$2.00	\$0.13	\$0.00	\$0.00	\$39.89	\$49.73
3rd 6 months	70.00	\$21.20	\$7.50	\$10.18	\$0.40	\$0.00	\$2.00	\$0.13	\$0.00	\$0.00	\$41.41	\$52.00
4th 6 months	75.00	\$22.71	\$7.50	\$10.18	\$0.40	\$0.00	\$2.00	\$0.13	\$0.00	\$0.00	\$42.92	\$54.28
5th 6 months	80.00	\$24.22	\$7.50	\$10.18	\$0.40	\$0.00	\$2.00	\$0.13	\$0.00	\$0.00	\$44.43	\$56.55
6th 6 months	85.00	\$25.74	\$7.50	\$10.18	\$0.40	\$0.00	\$2.00	\$0.13	\$0.00	\$0.00	\$45.95	\$58.82
7th 6 months	90.00	\$27.25	\$7.50	\$10.18	\$0.40	\$0.00	\$2.00	\$0.13	\$0.00	\$0.00	\$47.46	\$61.09
8th 6 months	95.00	\$28.77	\$7.50	\$10.18	\$0.40	\$0.00	\$2.00	\$0.13	\$0.00	\$0.00	\$48.98	\$63.36

**Special Calculation Note :** Other is UBC National Fund

**Ratio :**

1 Journeymen to 1 Apprentice

An employer shall have the right to employ one (1) Apprentice for one (1) Journeyman Carpenter in its employment for the first Apprentice employed, and 1 (1) Apprentice for two (2) Journeyman Carpenter for additional Apprentices employed.

Thereafter, every third additional carpenter hired shall be an apprentice, if available, and if practical for the type of work being performed.

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

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

**Special Jurisdictional Note :** \*\*Highway Construction, Airport Construction, Heavy Construction but not limited to: (Tunnels, subways, drainage projects, flood control, reservoirs). Railroad Construction, Sewer Waterworks & Utility Construction but not limited to: ( storm sewers, waterlines, gaslines). Industrial & Building site, Power Plant, Amusement Park, Athletic stadium site, Sewer and Water Plants. When the contractor furnishes the necessary underwater gear for the diver, the diver shall be paid one and one half (1 & 1/2) times the journeyman rate for the time spent in the water.

**Details :**

# Prevailing Wage Rate Skilled Crafts

**Name of Union: Cement Mason Bricklayer Local 97 HevHwy A**

**Change # : LCN01-2021fbHvyHwy**

**Craft : Bricklayer Effective Date : 06/01/2021 Last Posted : 05/26/2021**

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
<b>Classification</b>												
Cement Mason Bricklayer Sewer Water Works A	\$30.40		\$9.50	\$7.57	\$0.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.95	\$63.15
<b>Apprentice</b>	<b>Percent</b>											
1st year	50.00	\$15.20	\$9.50	\$7.57	\$0.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.75	\$40.35
2nd year	70.00	\$21.28	\$9.50	\$7.57	\$0.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.83	\$49.47
3rd year	90.00	\$27.36	\$9.50	\$7.57	\$0.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.91	\$58.59

**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 HevHwy 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 (*)		
<b>Classification</b>												
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
<b>Apprentice</b>	<b>Percent</b>											
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 132 (Columbus)

Change # : LCN01-2021fbLoc132

Craft : Cement Effective Date : 06/01/2021 Last Posted : 05/26/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
<b>Classification</b>												
Cement Mason	\$27.98		\$7.85	\$4.55	\$0.65	\$0.00	\$3.10	\$0.00	\$0.00	\$0.00	\$44.13	\$58.12
<b>Apprentice</b>	<b>Percent</b>											
1st yr	70.00	\$19.59	\$7.85	\$4.55	\$0.65	\$0.00	\$3.10	\$0.00	\$0.00	\$0.00	\$35.74	\$45.53
2nd yr	80.00	\$22.38	\$7.85	\$4.55	\$0.65	\$0.00	\$3.10	\$0.00	\$0.00	\$0.00	\$38.53	\$49.73
3rd yr	90.00	\$25.18	\$7.85	\$4.55	\$0.65	\$0.00	\$3.10	\$0.00	\$0.00	\$0.00	\$41.33	\$53.92

**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 ) :**

ASHLAND, COSHOCTON, CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HOCKING, KNOX, LICKING, MADISON, MARION, MORROW, MUSKINGUM, PERRY, PICKAWAY, RICHLAND, ROSS, UNION, VINTON, WYANDOT

**Special Jurisdictional Note :**

**Details :**

Working on swing stage, slip scaffold or window jack scaffold shall receive the following rates:

\$0.50 above the regular rate for heights up to fifty (50) feet above grade level

\$1.00 above the regular rate for heights over fifty (50) feet above grade level

# Prevailing Wage Rate Skilled Crafts

**Name of Union: Cement Mason Statewide HevHwy Exhibit A District III**

**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 (*)		
<b>Classification</b>												
Cement Mason	\$30.50		\$8.25	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$49.07	\$64.32
<b>Apprentice</b>	<b>Percent</b>											
1st Year	70.00	\$21.35	\$8.25	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$39.92	\$50.60
2nd Year	80.00	\$24.40	\$8.25	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$42.97	\$55.17
3rd Year	90.00	\$27.45	\$8.25	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$46.02	\$59.75

**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 ) :**

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

**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 III**

**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 (*)		
<b>Classification</b>												
Cement Mason	\$30.66		\$8.25	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$49.23	\$64.56
<b>Apprentice</b>	<b>Percent</b>											
1st Year	70.00	\$21.46	\$8.25	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$40.03	\$50.76
2nd Year	80.00	\$24.53	\$8.25	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$43.10	\$55.36
3rd Year	90.00	\$27.59	\$8.25	\$7.35	\$0.65	\$0.00	\$2.25	\$0.07	\$0.00	\$0.00	\$46.16	\$59.96

**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 ) :**

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

**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 683 Inside

Change # : LCN02-2021fbbLoc683In

Craft : Electrical Effective Date : 06/03/2021 Last Posted : 06/03/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrician	\$35.50		\$10.35	\$7.84	\$0.80	\$0.00	\$3.10	\$0.00	\$0.00	\$0.00	\$57.59	\$75.34
Welding	\$36.50		\$10.35	\$7.87	\$0.80	\$0.00	\$3.10	\$0.00	\$0.00	\$0.00	\$58.62	\$76.87
Mdium Voltage Splicing	\$36.50		\$10.35	\$7.87	\$0.80	\$0.00	\$3.10	\$0.00	\$0.00	\$0.00	\$58.62	\$76.87
Over 100 feet	\$53.25		\$10.35	\$8.37	\$0.80	\$0.00	\$3.10	\$0.00	\$0.00	\$0.00	\$75.87	\$102.49
Level 1 CW 0 to 2000 hours	\$11.49		\$6.35	\$0.35	\$0.68	\$0.00	\$0.35	\$0.10	\$0.00	\$0.00	\$19.32	\$25.07
Level 2 CW 2001 to 4000 hours	\$12.32		\$6.35	\$0.37	\$0.68	\$0.00	\$0.37	\$0.10	\$0.00	\$0.00	\$20.19	\$26.35
Level 3 CW 4001 to 6000 hours	\$13.14		\$6.35	\$0.39	\$0.68	\$0.00	\$0.39	\$0.10	\$0.00	\$0.00	\$21.05	\$27.62
Level 4 CW 6001 to 8000 hours	\$14.78		\$6.35	\$0.44	\$0.68	\$0.00	\$0.44	\$0.10	\$0.00	\$0.00	\$22.79	\$30.18
Level 1 CE 8001 to 10000 hours	\$16.42		\$6.35	\$0.49	\$0.68	\$0.00	\$0.49	\$0.10	\$0.00	\$0.00	\$24.53	\$32.74
Level 2 CE 10,001 to 12,000 hours	\$18.06		\$6.35	\$0.54	\$0.68	\$0.00	\$0.54	\$0.10	\$0.00	\$0.00	\$26.27	\$35.30
Level 3 CE 12,001 to 14,000 hours	\$22.99		\$6.35	\$0.69	\$0.68	\$0.00	\$0.69	\$0.10	\$0.00	\$0.00	\$31.50	\$43.00
<b>Apprentice</b>	<b>Percent</b>											
0-1000 hrs	40.00	\$14.20	\$10.35	\$3.14	\$0.80	\$0.00	\$1.24	\$0.00	\$0.00	\$0.00	\$29.73	\$36.83

1st Period												
1001-2000 hrs 2nd Period	45.00	\$15.98	\$10.35	\$3.53	\$0.80	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$32.06	\$40.04
2001-3500 hrs 3rd Period	50.00	\$17.75	\$10.35	\$3.92	\$0.80	\$0.00	\$1.55	\$0.00	\$0.00	\$0.00	\$34.37	\$43.25
3501-5000 hrs 4th Period	55.00	\$19.53	\$10.35	\$4.31	\$0.80	\$0.00	\$1.71	\$0.00	\$0.00	\$0.00	\$36.70	\$46.46
5001-6500 hrs 5th Period	65.00	\$23.07	\$10.35	\$5.09	\$0.80	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$41.34	\$52.87
6501-8000 hrs 6th Period	80.00	\$28.40	\$10.35	\$6.27	\$0.80	\$0.00	\$2.48	\$0.00	\$0.00	\$0.00	\$48.30	\$62.50

**Special Calculation Note :** Other is Education Fund

**Ratio :**

1 to 3 Journeyman to 2 Apprentices  
4 to 6 Journeyman to 4 Apprentices

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

CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD,  
FRANKLIN, MADISON, PICKAWAY\*, UNION

**Ratio**

Construction Wireman and Construction Electrician  
1 Journeyman to 2 Apprentices to 2 CW/CE  
With a MAXIMUM of 6 CW/CE an on any jobsite

Construction Wireman and Construction Electricians  
may work on residential projects without working under  
the supervision of a Journeyman Wireman. On ALL  
other job sites, Construction Wireman and Construction  
Electricians CAN only be employed after an  
APPRENTICE IS EMPLOYED on the job site.

**Special Jurisdictional Note :** In Pickaway County the following townships:  
Circleville, Darby, Harrison, Jackson, Madison, Monroe, Muhlenberg, Scioto, Walnut, Washington.

**Details :**

# Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 683 Inside Lt Commercial South West

Change # : LCN02-2021fbLoc683In

Craft : Electrical Effective Date : 06/03/2021 Last Posted : 06/03/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Electrician	\$35.50		\$10.35	\$7.84	\$0.80	\$0.00	\$3.10	\$0.00	\$0.00	\$0.00	\$57.59	\$75.34
Welding	\$36.50		\$10.35	\$7.87	\$0.80	\$0.00	\$3.10	\$0.00	\$0.00	\$0.00	\$58.62	\$76.87
Medium Voltage Splicing	\$36.50		\$10.35	\$7.87	\$0.80	\$0.00	\$3.10	\$0.00	\$0.00	\$0.00	\$58.62	\$76.87
Over 100 feet	\$53.25		\$10.35	\$8.37	\$0.80	\$0.00	\$3.10	\$0.00	\$0.00	\$0.00	\$75.87	\$102.49
CE-3 12,001-14,000 Hrs	\$22.99		\$6.35	\$0.69	\$0.68	\$0.00	\$0.69	\$0.10	\$0.00	\$0.00	\$31.50	\$43.00
CE-2 10,001-12,000 Hrs	\$18.06		\$6.35	\$0.54	\$0.68	\$0.00	\$0.54	\$0.10	\$0.00	\$0.00	\$26.27	\$35.30
CE-1 8,001-10,000 Hrs	\$16.42		\$6.35	\$0.49	\$0.68	\$0.00	\$0.49	\$0.10	\$0.00	\$0.00	\$24.53	\$32.74
CW-4 6,001-8,000 Hrs	\$14.78		\$6.35	\$0.44	\$0.68	\$0.00	\$0.44	\$0.10	\$0.00	\$0.00	\$22.79	\$30.18
CW-3 4,001-6,000 Hrs	\$13.14		\$6.35	\$0.39	\$0.68	\$0.00	\$0.39	\$0.10	\$0.00	\$0.00	\$21.05	\$27.62
CW-2 2,001-4,000 Hrs	\$12.32		\$6.35	\$0.37	\$0.68	\$0.00	\$0.37	\$0.10	\$0.00	\$0.00	\$20.19	\$26.35
CW-1 0-2,000 Hrs	\$11.49		\$6.35	\$0.35	\$0.68	\$0.00	\$0.35	\$0.10	\$0.00	\$0.00	\$19.32	\$25.07
<b>Apprentice</b>	<b>Percent</b>											
0-1000 hrs 1st Period	40.00	\$14.20	\$10.35	\$3.14	\$0.80	\$0.00	\$1.24	\$0.00	\$0.00	\$0.00	\$29.73	\$36.83
1001-2000 hrs 2nd Period	45.00	\$15.98	\$10.35	\$3.53	\$0.80	\$0.00	\$1.40	\$0.00	\$0.00	\$0.00	\$32.06	\$40.04
2001-3500 hrs 3rd	50.00	\$17.75	\$10.35	\$3.92	\$0.80	\$0.00	\$1.55	\$0.00	\$0.00	\$0.00	\$34.37	\$43.25

Period												
3501-5000 hrs 4th Period	55.00	\$19.53	\$10.35	\$4.31	\$0.80	\$0.00	\$1.71	\$0.00	\$0.00	\$0.00	\$36.70	\$46.46
5001-6500 hrs 5th Period	65.00	\$23.07	\$10.35	\$5.09	\$0.80	\$0.00	\$2.02	\$0.00	\$0.00	\$0.00	\$41.34	\$52.87
6501-8000 hrs 6th Period	80.00	\$28.40	\$10.35	\$6.27	\$0.80	\$0.00	\$2.48	\$0.00	\$0.00	\$0.00	\$48.30	\$62.50

**Special Calculation Note :** Other is Education Fund

**Ratio :**

2 Apprentices for every 3 Journeyman Wireman  
or fraction thereof;  
1 to 3 Journeyman to 2 Apprentices  
4 to 6 Journeyman to 4 Apprentices

**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.

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

CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD,  
FRANKLIN, MADISON, PICKAWAY\*, UNION

**Special Jurisdictional Note :** In Pickaway County the following townships:  
Circleville, Darby, Harrison, Jackson, Madison, Monroe, Muhlenberg, Scioto, Walnut, Washington.

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 :**

# Prevailing Wage Rate Skilled Crafts

Name of Union: Electrical Local 683 Voice Data Video

Change # : LCR01-2021fbLoc683VDV

Craft : Voice Data Video Effective Date : 06/03/2021 Last Posted : 06/03/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
<b>Classification</b>												
Electrical Installer Technician B	\$26.50		\$9.27	\$0.80	\$0.80	\$0.51	\$3.00	\$0.61	\$0.00	\$0.00	\$41.49	\$54.74
Installer Technician A	\$27.50		\$9.27	\$0.83	\$0.80	\$0.53	\$3.00	\$0.64	\$0.00	\$0.00	\$42.57	\$56.32
Cable Puller	\$13.72		\$9.27	\$0.41	\$0.80	\$0.26	\$3.00	\$0.32	\$0.00	\$0.00	\$27.78	\$34.64
<b>Apprentices</b>	<b>Percent</b>											
0-750 hours	55.00	\$14.58	\$9.27	\$0.44	\$0.80	\$0.28	\$3.00	\$0.34	\$0.00	\$0.00	\$28.71	\$35.99
2nd 751-1500 hours	60.00	\$15.90	\$9.27	\$0.48	\$0.80	\$0.31	\$3.00	\$0.37	\$0.00	\$0.00	\$30.13	\$38.08
3rd 1501-2250 hours	65.00	\$17.23	\$9.27	\$0.52	\$0.80	\$0.33	\$3.00	\$0.40	\$0.00	\$0.00	\$31.54	\$40.16
4th 2251-3000 hours	70.00	\$18.55	\$9.27	\$0.56	\$0.80	\$0.36	\$3.00	\$0.43	\$0.00	\$0.00	\$32.97	\$42.25
5th 3001-3750 hours	75.00	\$19.87	\$9.27	\$0.60	\$0.80	\$0.38	\$3.00	\$0.46	\$0.00	\$0.00	\$34.39	\$44.32
6th 3751-4800 hours	80.00	\$21.20	\$9.27	\$0.64	\$0.80	\$0.41	\$3.00	\$0.49	\$0.00	\$0.00	\$35.81	\$46.41

**Special Calculation Note :** Other is Holiday Pay. Vacation applies only to employees who work for one employer for a period of one year.

**Ratio :**

1 Apprentice for every 1 Installer Technician

Cable Pullers can only be employed after an apprentice is employed on the job

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

CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD, FRANKLIN, MADISON, PICKAWAY\*, UNION

**Special Jurisdictional Note :** In Pickaway County the following townships: Circleville, Darby, Harrison, Jackson, Madison, Monroe, Muhlenberg, Scioto, Walnut, Washington.

**Details :**

An employee who is required to wear an electronic device after hours will receive an additional 1.00 per hour

for all hours worked.

HOLIDAYS: Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day, New Years Day.

The following work is EXCLUDED from the Teledata Technician work scope:

- Installation of computer systems in industrial applications such as assembly lines, robotics, computer controller manufacturing systems.
- Installation of conduit &/or raceways shall be installed by Inside Wireman . On sites where there is no Inside Wireman employed, the Teledata Technician may install raceway, or conduit not greater than 10 foot.
- Fire Alarm work is excluded on all new construction sites or wherever the fire alarm system is installed in conduit
- All HVAC control work.

TECHNICIAN (A) is a Technician B who holds a current Technician Certification from BICSI (Building Industry Consulting Service International, Inc.)

CABLE PULLERS are for the installation of cable from one termination point to another.

# Prevailing Wage Rate Skilled Crafts

**Name of Union: Electrical Local 71 High Tension Pipe Type Cable**

**Change # : LCN01-2021fbLoc7**

**Craft : Lineman Effective Date : 03/16/2021 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											
Electrical Lineman	\$45.61	\$6.75	\$1.37	\$0.46	\$0.00	\$10.95	\$0.60	\$0.00	\$0.00	\$65.74	\$88.54
Certified Lineman Welder	\$45.61	\$6.75	\$1.37	\$0.46	\$0.00	\$10.95	\$0.60	\$0.00	\$0.00	\$65.74	\$88.54
Certified Cable Splicer	\$45.61	\$6.75	\$1.37	\$0.46	\$0.00	\$10.95	\$0.60	\$0.00	\$0.00	\$65.74	\$88.54
Operator A	\$40.88	\$6.75	\$1.23	\$0.41	\$0.00	\$9.81	\$0.60	\$0.00	\$0.00	\$59.68	\$80.12
Operator B	\$36.20	\$6.75	\$1.09	\$0.36	\$0.00	\$8.69	\$0.60	\$0.00	\$0.00	\$53.69	\$71.79
Operator C	\$29.12	\$6.75	\$0.87	\$0.29	\$0.00	\$6.99	\$0.60	\$0.00	\$0.00	\$44.62	\$59.18
Groundman 0-12 months Exp	\$22.81	\$6.75	\$0.68	\$0.23	\$0.00	\$5.47	\$0.60	\$0.00	\$0.00	\$36.54	\$47.94
Groundman 0-12 months Exp w/CDL	\$25.09	\$6.75	\$0.75	\$0.25	\$0.00	\$6.02	\$0.60	\$0.00	\$0.00	\$39.46	\$52.01
Groundman 1 yr or more	\$25.09	\$6.75	\$0.75	\$0.25	\$0.00	\$6.02	\$0.60	\$0.00	\$0.00	\$39.46	\$52.01
Groundman 1 yr or more w/CDL	\$29.65	\$6.75	\$0.85	\$0.28	\$0.00	\$6.50	\$0.60	\$0.00	\$0.00	\$44.63	\$59.46
Equipment Mechanic A	\$36.20	\$6.75	\$1.09	\$0.36	\$0.00	\$8.69	\$0.60	\$0.00	\$0.00	\$53.69	\$71.79
Equipment Mechanic B	\$32.66	\$6.75	\$0.98	\$0.33	\$0.00	\$7.84	\$0.60	\$0.00	\$0.00	\$49.16	\$65.49
Equipment Mechanic C	\$29.12	\$6.75	\$0.87	\$0.29	\$0.00	\$6.99	\$0.60	\$0.00	\$0.00	\$44.62	\$59.18
X-Ray Technician	\$45.61	\$6.75	\$1.37	\$0.46	\$0.00	\$10.95	\$0.60	\$0.00	\$0.00	\$65.74	\$88.54



Apprentice	Percent											
1st 1000 hrs	60.00	\$27.37	\$6.75	\$0.82	\$0.27	\$0.00	\$6.57	\$0.60	\$0.00	\$0.00	\$42.38	\$56.06
2nd 1000 hrs	65.00	\$29.65	\$6.75	\$0.89	\$0.30	\$0.00	\$7.12	\$0.60	\$0.00	\$0.00	\$45.31	\$60.13
3rd 1000 hrs	70.00	\$31.93	\$6.75	\$0.96	\$0.32	\$0.00	\$7.66	\$0.60	\$0.00	\$0.00	\$48.22	\$64.18
4th 1000 hrs	75.00	\$34.21	\$6.75	\$1.03	\$0.34	\$0.00	\$8.21	\$0.60	\$0.00	\$0.00	\$51.14	\$68.24
5th 1000 hrs	80.00	\$36.49	\$6.75	\$1.09	\$0.36	\$0.00	\$8.76	\$0.60	\$0.00	\$0.00	\$54.05	\$72.29
6th 1000 hrs	85.00	\$38.77	\$6.75	\$1.16	\$0.39	\$0.00	\$9.30	\$0.60	\$0.00	\$0.00	\$56.97	\$76.35
7th 1000 hrs	90.00	\$41.05	\$6.75	\$1.23	\$0.41	\$0.00	\$9.85	\$0.60	\$0.00	\$0.00	\$59.89	\$80.41

**Special Calculation Note :** Other is Health Retirement Account

**Operator "A"**

John Henry Rock Drill, D-6 (or equivalent) and above, Trackhoe Digger, (320 Track excavator), Cranes (greater then 25 tons and less than 45 tons).

**Operator "B"**

Cranes (greater than 6 tons and up to 25 tons), Backhoes, Road Tractor, Dozer up to D-5, Pressure Digger- wheeled or tracked, all Tension wire Stringing equipment.

**Operator "C"**

Trench, Backhoe, Riding type vibratory Compactor, Ground Rod Driver, Boom Truck (6 ton & below), Skid Steer Loaders, Material Handler.

\*All Operators of cranes 45 ton or larger shall be paid the journeyman rate of pay. \$0.30 is for Health Retirement Account.

**Ratio :**

1 Journeyman to 1 Apprentice

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

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

TUSCARAWAS, UNION, VINTON, WARREN,  
WASHINGTON, WAYNE

**Special Jurisdictional Note :**

**Details :**

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: Asbestos Local 50 Zone 1

Change # : LCN01-2021fbLoc50

Craft : Asbestos Worker Effective Date : 03/10/2021 Last Posted : 03/10/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
<b>Classification</b>												
Asbestos Insulation Mechanic	\$33.32		\$7.70	\$7.60	\$0.44	\$0.00	\$2.50	\$0.15	\$0.00	\$0.00	\$51.71	\$68.37
Firestop Technician	\$33.32		\$7.70	\$7.60	\$0.44	\$0.00	\$2.50	\$0.15	\$0.00	\$0.00	\$51.71	\$68.37
<b>Apprentice Percent</b>												
1st year	53.12	\$17.70	\$7.46	\$0.00	\$0.40	\$0.00	\$0.00	\$0.15	\$0.00	\$0.00	\$25.71	\$34.56
2nd year	63.58	\$21.18	\$7.46	\$0.95	\$0.40	\$0.00	\$0.00	\$0.15	\$0.00	\$0.00	\$30.14	\$40.74
3rd year	73.12	\$24.36	\$7.46	\$1.90	\$0.40	\$0.00	\$0.30	\$0.15	\$0.00	\$0.00	\$34.57	\$46.76
4th year	83.55	\$27.84	\$7.46	\$1.90	\$0.40	\$0.00	\$0.30	\$0.15	\$0.00	\$0.00	\$38.05	\$51.97

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

**Ratio :**

1 Journeymen to 1 Apprentice  
4 Journeymen to 1 Apprentice there after

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

ATHENS, AUGLAIZE, BUTLER\*, CLINTON, CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HARDIN, HOCKING, KNOX, LICKING, LOGAN, MADISON, MARION, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, ROSS, SHELBY, UNION, VINTON, WARREN\*

**Special Jurisdictional Note :** Township of Butler County-Townships of Lemon and Madison. Warren County-Township of Clear Creek, Franklin, Massie, Turtle Creek and Wayne

**Details :**



1st 1000 hrs	60.00	\$25.93	\$6.75	\$0.78	\$0.26	\$0.00	\$6.22	\$0.60	\$0.00	\$0.00	\$40.54	\$53.51
2nd 1000 hrs	65.00	\$28.09	\$6.75	\$0.84	\$0.28	\$0.00	\$6.74	\$0.60	\$0.00	\$0.00	\$43.30	\$57.35
3rd 1000 hrs	70.00	\$30.25	\$6.75	\$0.91	\$0.30	\$0.00	\$7.26	\$0.60	\$0.00	\$0.00	\$46.07	\$61.20
4th 1000 hrs	75.00	\$32.42	\$6.75	\$0.97	\$0.32	\$0.00	\$7.78	\$0.60	\$0.00	\$0.00	\$48.84	\$65.04
5th 1000 hrs	80.00	\$34.58	\$6.75	\$1.04	\$0.35	\$0.00	\$8.30	\$0.60	\$0.00	\$0.00	\$51.62	\$68.90
6th 1000 hrs	85.00	\$36.74	\$6.75	\$1.10	\$0.37	\$0.00	\$8.82	\$0.60	\$0.00	\$0.00	\$54.38	\$72.75
7th 1000 hrs	90.00	\$38.90	\$6.75	\$1.17	\$0.39	\$0.00	\$9.34	\$0.60	\$0.00	\$0.00	\$57.15	\$76.60

**Special Calculation Note :** Other is Health Retirement Account

Operator "A"

John Henry Rock Drill, D-6 (or equivalent) and above, Trackhoe Digger, (320 Track excavator), Cranes (greater then 25 tons and less than 45 tons).

Operator "B"

Cranes (greater than 6 tons and up to 25 tons), Backhoes, Road Tractor, Dozer up to D-5, Pressure Digger- wheeled or tracked, all Tension wire Stringing equipment.

Operator "C"

Trench, Backhoe, Riding type vibratory Compactor, Ground Rod Driver, Boom Truck (6 ton & below), Skid Steer Loaders, Material Handler.

**Ratio :**

(1) Journeyman Lineman to (1) Apprentice

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

ADAMS, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GEAUGA, GREENE, GUERNSEY, HAMILTON, HARRISON, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, PORTAGE, PREBLE, RICHLAND, ROSS, SCIOTO, SHELBY, STARK, SUMMIT, TRUMBULL, TUSCARAWAS, UNION, VINTON, WARREN, WASHINGTON, WAYNE

**Special Jurisdictional Note :** 0.30 is for Health Retirement Account.

**Details :**

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 71 Outside (Central OH Chapter)**

**Change # : LCR01-2021fbLoc71CentralOhio**

**Craft : Lineman Effective Date : 03/16/2021 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 (*)		
<b>Classification</b>											
Electrical Lineman	\$40.31	\$6.75	\$1.21	\$0.40	\$0.00	\$7.66	\$0.06	\$0.00	\$0.00	\$56.39	\$76.54
Traffic Signal & Lighting Journeyman	\$38.77	\$6.75	\$1.16	\$0.39	\$0.00	\$7.37	\$0.06	\$0.00	\$0.00	\$54.50	\$73.89
Equipment Operator	\$35.41	\$6.75	\$1.06	\$0.35	\$0.00	\$6.73	\$0.06	\$0.00	\$0.00	\$50.36	\$68.06
Groundman 0-12 months (W/O CDL)	\$21.47	\$6.75	\$0.64	\$0.21	\$0.00	\$4.08	\$0.06	\$0.00	\$0.00	\$33.21	\$43.95
Groundman 0-12 Months W/CDL	\$23.46	\$6.75	\$0.70	\$0.23	\$0.00	\$4.46	\$0.06	\$0.00	\$0.00	\$35.66	\$47.39
Groundman greater than 1 Year W/CDL	\$25.45	\$6.75	\$0.76	\$0.25	\$0.00	\$4.84	\$0.06	\$0.00	\$0.00	\$38.11	\$50.83
Traffic Signal Apprentices											
1st 1,000 hours	\$23.26	\$6.75	\$0.70	\$0.23	\$0.00	\$4.42	\$0.06	\$0.00	\$0.00	\$35.42	\$47.05
2nd 1,000 hours	\$25.20	\$6.75	\$0.76	\$0.25	\$0.00	\$4.79	\$0.06	\$0.00	\$0.00	\$37.81	\$50.41
3rd 1,000 hours	\$27.14	\$6.75	\$0.81	\$0.27	\$0.00	\$5.16	\$0.06	\$0.00	\$0.00	\$40.19	\$53.76
4th 1,000 hours	\$29.08	\$6.75	\$0.87	\$0.29	\$0.00	\$5.53	\$0.06	\$0.00	\$0.00	\$42.58	\$57.12
5th 1,000 hours	\$31.01	\$6.75	\$0.93	\$0.31	\$0.00	\$5.89	\$0.06	\$0.00	\$0.00	\$44.95	\$60.46
6th 1,000 hours	\$34.89	\$6.75	\$1.05	\$0.35	\$0.00	\$6.63	\$0.06	\$0.00	\$0.00	\$49.73	\$67.17

Apprentice Lineman	Percent											
1st 1,000 Hours	60.00	\$24.19	\$6.75	\$0.73	\$0.24	\$0.00	\$4.60	\$0.06	\$0.00	\$0.00	\$36.57	\$48.66
2nd 1,000 Hours	65.00	\$26.20	\$6.75	\$0.79	\$0.26	\$0.00	\$4.98	\$0.06	\$0.00	\$0.00	\$39.04	\$52.14
3rd 1,000 Hours	70.00	\$28.22	\$6.75	\$0.85	\$0.28	\$0.00	\$5.36	\$0.06	\$0.00	\$0.00	\$41.52	\$55.63
4th 1,000 Hours	75.00	\$30.23	\$6.75	\$0.91	\$0.30	\$0.00	\$5.74	\$0.06	\$0.00	\$0.00	\$43.99	\$59.11
5th 1,000 Hours	80.00	\$32.25	\$6.75	\$0.97	\$0.32	\$0.00	\$6.13	\$0.06	\$0.00	\$0.00	\$46.48	\$62.60
6th 1,000 Hours	85.00	\$34.26	\$6.75	\$1.03	\$0.34	\$0.00	\$6.51	\$0.06	\$0.00	\$0.00	\$48.95	\$66.09
7th 1,000 Hours	90.00	\$36.28	\$6.75	\$1.09	\$0.36	\$0.00	\$6.89	\$0.06	\$0.00	\$0.00	\$51.43	\$69.57

**Special Calculation Note :** Other is Safety & Education Fund.

**Ratio :**

1 Journeymen to 1 Apprentice

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

ADAMS, ASHLAND, ATHENS, COSHOCTON, CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GUERNSEY, HIGHLAND, HOCKING, JACKSON, KNOX, LAWRENCE, LICKING, MADISON, MARION, MEIGS, MONROE, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, RICHLAND, ROSS, SCIOTO, TUSCARAWAS, UNION, VINTON, WASHINGTON

**Special Jurisdictional Note :**

**Details :**

A groundman when directed shall assist a Journeyman Lineman, Traffic Signal and Lighting Journeyman or Equipment Operator in the performance of his/her work on the ground, including the use of hand tools. Under no circumstances shall this classification climb poles, towers, or work from an elevated platform or bucket truck. This classification shall not perform work normally assigned to an Apprentice.

No more than three (3) Groundmen shall work alone. Jobs with more that three Groundmen shall be supervised by a Groundcrew Foreman, Journeyman Lineman, Journeyman Traffic Signal Technician or an Equipment Operator.

Scope of Work: installation and maintenance of highway and street lighting, highway and street sign lighting, electronic message boards and traffic control systems, camera systems, traffic signal work, substation and line construction including overhead and underground projects for private and industrial work as in accordance with the IBEW Constitution. This Agreement includes the operation of all tools and equipment necessary for the installation of the above projects.



# Prevailing Wage Rate Skilled Crafts

Name of Union: **Electrical Local 71 Voice Data Video Outside**

**Change # : LCR01-2017fbLoc71VDV**

**Craft : Voice Data Video Effective Date : 10/18/2017 Last Posted : 10/18/2017**

	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification											
Electrical Installer Technician I	\$23.46	\$5.50	\$0.70	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$29.96	\$41.69
Installer Technician II	\$22.37	\$5.50	\$0.67	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$28.84	\$40.03
Equipment Operator I	\$22.37	\$5.50	\$0.67	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$28.84	\$40.03
Equipment Operator II	\$18.43	\$5.50	\$0.55	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$24.78	\$33.99
Installer /Repair Outside	\$22.37	\$5.50	\$0.67	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$28.84	\$40.03
Ground Driver W/CDL	\$15.83	\$5.50	\$0.47	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$22.10	\$30.01
Groundman	\$13.24	\$5.50	\$0.40	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$19.44	\$26.06
Cable Splicer	\$23.46	\$5.50	\$0.70	\$0.00	\$0.00	\$0.30	\$0.00	\$0.00	\$0.00	\$29.96	\$41.69

**Special Calculation Note :**

**Ratio :**

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

ADAMS, ASHLAND, ASHTABULA, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COLUMBIANA, COSHOCTON, CRAWFORD, CUYAHOGA, DARKE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GEauga, GREENE, GUERNSEY, HAMILTON, HARRISON, HIGHLAND, HOCKING, HOLMES, JACKSON, JEFFERSON, KNOX, LAKE, LAWRENCE, LICKING, LOGAN, LORAIN, MADISON, MAHONING, MARION, MEDINA, MEIGS, MERCER, MIAMI, MONROE,

MONTGOMERY, MORGAN, MORROW,  
MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE,  
PORTAGE, PREBLE, RICHLAND, ROSS, SCIOTO,  
SHELBY, STARK, SUMMIT, TRUMBULL,  
TUSCARAWAS, UNION, VINTON, WARREN,  
WASHINGTON, WAYNE

## **Special Jurisdictional Note :**

### **Details :**

Cable Splicer: Inspect and test lines or cables, analyze results, and evaluate transmission characteristics. Cover conductors with insulation or seal splices with moisture-proof covering. Install, splice, test, and repair cables using tools or mechanical equipment. This will include the splicing of fiber.

Journeyman Technician I: Must know all aspects of telephone and cable work. This is to include aerial, underground, and manhole work. Must know how to climb and run bucket. Must have all the tools required to perform these tasks. Must be able to be responsible for the safety of the crew at all times. Must also have CDL license and have at least 5 years experience.

Installer/Repairman: Perform tasks of repairing, installing, and testing phone and CATV services.

Technician II: Have at least three years of telephone and CATV experience. Must have the knowledge of underground, aerial, and manhole work. Must be able to climb and operate bucket. Must have CDL. Must have all tools needed to perform these tasks.

Equipment Operator I: Able to operate a digger derrick or bucket truck. Have at least 5 years of experience and must have a valid CDL license.

Equipment Operator II: Able to operate a digger derrick or bucket truck. Have at least 3 years of experience and must have a valid CDL license.

Groundman W/CDL: Must have a valid CDL license and be able to perform tasks such as: climbing poles, pulling downguys, making up material, and getting appropriate tools for the job. Must have at least 5 year's experience.

Groundman: Perform tasks such as: climbing poles, pulling downguys, making up material, and getting appropriate tools for the job. Experience 0-5 years.

# Prevailing Wage Rate Skilled Crafts

Name of Union: Elevator Local 37

Change # : LCR01-2021fbLoc37

Craft : Elevator Effective Date : 01/20/2021 Last Posted : 01/20/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
<b>Classification</b>												
Elevator Mechanic	\$48.74		\$15.88	\$10.46	\$0.64	\$3.90	\$8.85	\$2.04	\$0.00	\$0.00	\$90.51	\$114.88
Helper	\$34.12		\$15.88	\$10.46	\$0.64	\$2.73	\$8.85	\$1.59	\$0.00	\$0.00	\$74.27	\$91.33
<b>Apprentice Percent</b>												
Probationary Apprentice	50.00	\$24.37	\$0.00	\$0.00	\$0.00	\$1.46	\$0.00	\$0.00	\$0.00	\$0.00	\$25.83	\$38.02
1st year	55.00	\$26.81	\$15.88	\$10.46	\$0.64	\$1.61	\$8.85	\$1.37	\$0.00	\$0.00	\$65.62	\$79.02
2nd year	65.00	\$31.68	\$15.88	\$10.46	\$0.64	\$1.90	\$8.85	\$1.52	\$0.00	\$0.00	\$70.93	\$86.77
3rd year	70.00	\$34.12	\$15.88	\$10.46	\$0.64	\$2.05	\$8.85	\$1.59	\$0.00	\$0.00	\$73.59	\$90.65
4th year	80.00	\$38.99	\$15.88	\$10.46	\$0.64	\$2.34	\$8.85	\$1.74	\$0.00	\$0.00	\$78.90	\$98.40
Assistant Mechanic	80.00	\$38.99	\$15.88	\$10.46	\$0.64	\$3.12	\$8.85	\$1.74	\$0.00	\$0.00	\$79.68	\$99.18

**Special Calculation Note :** Other is for Holiday Pay

**Ratio :**

- 1 Journeyman to 1 Apprentice\*\*
- 1 Journeyman to 1 Helper\*\*
- 1 Journeyman to 1 Assistant Mechanic\*\*

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

ATHENS, CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GUERNSEY, HOCKING, JACKSON, KNOX, LAWRENCE, LICKING, LOGAN, MADISON, MARION, MEIGS, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, ROSS, UNION, VINTON

**Special Jurisdictional Note :**

**Details :**

\*\*Art. 10 Par. 2 Apprentice Work Qualifications:

Par 2- The total number of Helpers and Apprentices employed shall not exceed the number of Mechanics on any one job, except on jobs where two teams or more are working, one extra Helper or Apprentice may be employed for the first two teams and an extra Helper or Apprentice for each additional three teams.

Further, the Company may use as many Helpers and Apprentices 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 cable on existing elevator installations, the Company may use two

Helpers or Apprentices to one Mechanic.

# Prevailing Wage Rate Skilled Crafts

Name of Union: **Glazier Local 372**

**Change # : LCN02-2020fbLoc372**

**Craft : Glazier Effective Date : 11/01/2020 Last Posted : 10/28/2020**

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Glazier	\$26.78		\$5.74	\$10.14	\$0.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.07	\$56.46
Apprentice	Percent											
1-750 hrs	50.00	\$13.39	\$5.74	\$2.84	\$0.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.38	\$29.08
751-1500 hrs	60.00	\$16.07	\$5.74	\$2.84	\$0.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.06	\$33.09
1501-2250 hrs	65.00	\$17.41	\$5.74	\$2.84	\$0.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26.40	\$35.10
2251-3000 hrs	70.00	\$18.75	\$5.74	\$2.84	\$0.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.74	\$37.11
3001-3750 hrs	75.00	\$20.08	\$5.74	\$6.55	\$0.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$32.78	\$42.83
3751-4500 hrs	80.00	\$21.42	\$5.74	\$6.55	\$0.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.12	\$44.84
4501-5250 hrs	85.00	\$22.76	\$5.74	\$6.55	\$0.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.46	\$46.84
5251-6000 hrs	90.00	\$24.10	\$5.74	\$6.55	\$0.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.80	\$48.85

**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 ) :**

DELAWARE, FAIRFIELD, FAYETTE\*, FRANKLIN, HOCKING, JACKSON, KNOX, LICKING, MADISON, MARION, MORROW, MUSKINGUM, PERRY, PICKAWAY, PIKE, ROSS, UNION, VINTON

**Special Jurisdictional Note :** Fayette County except the eastern portion with Route #141 being the dividing line.

**Details :**

A premium of one dollar (\$1.00) per hour above regular hourly rate of pay shall be paid for each hour worked by every employee from any mechanical lift or scaffold, either suspended or supported including the Hex type

scaffolding.

# Prevailing Wage Rate Skilled Crafts

Name of Union: Ironworker Local 172

Change # : LCN01-2021fbLoc172

Craft : Ironworker Effective Date : 06/09/2021 Last Posted : 06/09/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
<b>Classification</b>												
Ironworker	\$32.00		\$8.50	\$9.50	\$0.66	\$0.00	\$3.00	\$0.00	\$0.00	\$0.00	\$53.66	\$69.66
Rigger Welder Reinforcing Sheeter Fence Erector Machinery Mover	\$32.00		\$8.50	\$9.50	\$0.66	\$0.00	\$3.00	\$0.00	\$0.00	\$0.00	\$53.66	\$69.66
<b>Apprentice</b>												
	<b>Percent</b>											
1st YEAR 0 - 6 Months	60.00	\$19.20	\$8.50	\$9.50	\$0.66	\$0.00	\$3.00	\$0.00	\$0.00	\$0.00	\$40.86	\$50.46
2nd YEAR 13 - 18 Months	70.00	\$22.40	\$8.50	\$9.50	\$0.66	\$0.00	\$3.00	\$0.00	\$0.00	\$0.00	\$44.06	\$55.26
3rd YEAR 25 - 30 Months	80.00	\$25.60	\$8.50	\$9.50	\$0.66	\$0.00	\$3.00	\$0.00	\$0.00	\$0.00	\$47.26	\$60.06
4th YEAR 37 - 42 Months	90.00	\$28.80	\$8.50	\$9.50	\$0.66	\$0.00	\$3.00	\$0.00	\$0.00	\$0.00	\$50.46	\$64.86

**Special Calculation Note :**

**Ratio :**

Rod Work  
3 Journeymen to 1 Apprentice

Structural Work  
3 Journeymen to 1 Apprentice

Finishing, Steel Sash, Stairway and Ornamental  
1 Journeymen to 1 Apprentice

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

CHAMPAIGN\*, CLARK, CRAWFORD\*, DELAWARE, FAIRFIELD, FAYETTE\*, FRANKLIN, HARDIN\*, HIGHLAND\*, HOCKING, JACKSON\*, KNOX, LICKING, LOGAN\*, MADISON\*, MARION, MORROW, PERRY, PICKAWAY, PIKE, ROSS, UNION, VINTON, WYANDOT\*

Sheet Gang

1 Apprentice for every sheeting gang per project

**Special Jurisdictional Note :** Champaign County Twps included: Wayne, Rush, Goshen. Crawford County Twps included: Bucyrus, Dallas, Jefferson, Jackson, Whetstone, Polk, Sandusky. Fayette County Twps included: Paint, Marion, Perry, Madison, Wayne, Union. Hardin County Twps included: McDonald, Taylorcreek, Hale, Dudley, Pleasant, Goshen, Blanchard, Lynn, Jackson, Buck, Cessna, Marion, Washington. Highland County Twps included: Madison. Jackson County Twps included: Liberty, Washington, Milton, Jackson, Coal, Wilkesville. Logan County Twps included: Monroe, Zane, Jefferson, Perry, Rush Creek, Bokes Creek. Madison County Twps included: Range, Paint, Fairfield, Sommerford, Jefferson, Pike, Canaan, Pleasant, Oak Run, Union, Deer Creek, Monroe, Darby. Pike County Twps included: Perry, Benton, Mifflin, Sunfish, Newton, Prebble, Pee Pee, Seal, Beaver, Jackson. Wyandot County Twps included: Jackson, Marseilles, Mifflin, Pitt, Antrim. Muskingum County includes: Jackson, Licking, Hope Well, Newton, Clay, Cass, Muskingum falls, Springfield, Madison, Washington, Wayne, Brush Creek.

**Details :**



# 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 (*)
<b>Classification</b>												
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
<b>Apprentice</b>												
	<b>Percent</b>											
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, Gunitite 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: Laborer Local 574 A (DELAWARE)

Change # : LCN01-2021fbLoc574

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

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
<b>Classification</b>												
Laborer Group 1	\$26.53		\$7.50	\$3.90	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$38.43	\$51.70
Group 2	\$26.84		\$7.50	\$3.90	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$38.74	\$52.16
Group 3	\$27.20		\$7.50	\$3.90	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$39.10	\$52.70
Group 4	\$27.46		\$7.50	\$3.90	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$39.36	\$53.09
<b>Apprentice</b>	<b>Percent</b>											
1st Year	60.00	\$15.92	\$7.50	\$3.90	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$27.82	\$35.78
2nd Year	70.00	\$18.57	\$7.50	\$3.90	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$30.47	\$39.76
3rd Year	80.00	\$21.22	\$7.50	\$3.90	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$33.12	\$43.74
4th Year	90.00	\$23.88	\$7.50	\$3.90	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$35.78	\$47.72
5th Year	100.00	\$26.53	\$7.50	\$3.90	\$0.40	\$0.00	\$0.00	\$0.00	\$0.10	\$0.00	\$38.43	\$51.70

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

**Ratio :**

1 Journeymen to 1 Apprentice  
3 Journeymen to 1 Apprentice

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

DELAWARE

**Special Jurisdictional Note :**

Classification Description

Group 1

Building & Construction Laborer, Signalman, Flagman, Tool Cribman, Carpenter Tender, Finisher Tender, Concrete Handler, Utility Construction Laborer, Guard Rail Erectors, Fence Installer, Caulkers, Water Trucks, and Hazardous Waste (Level A)  
Swimming Pools, Pool Decks, Parking Garage and Surrounding Sidewalks

Group 2

Bottom Man, Grade Checker, Pumps (3 inch or under), off road trucks, Concrete Saws, Fork Lift, Skid Steer, Concrete Specialist, Vibrator and Tamp Person, Tunnel laborer, Pipe Layer, Air and Power Driven Tools, Burner on Demolition Work, Swinging Scaffold, Mucker, Caisson Worker, Cofferdam Worker, Powder Men and Dynamite Blaster, Creosote Worker, Form Setter, Laser Beam Set-up Man, and Hazardous Waste (Level B)

### Group 3

Mason Tender, Scaffold Builder, Mortar Mixer, Plasterer Tender, Hod Carrier, Stone Mason Tender, Gunnite Operator and Hazardous Waste (Level C)

### Group 4

Hazardous Waste (Level D)

#### Hazardous Waste Removal and Lead Abatement:

##### Level A

Only in established "safe zones" may consist of, from normal work clothes to normal skin protection such as gloves, face shields goggles, coveralls and occasionally respiratory protection.

##### Level B

Protective equipment includes a protective suit and an air purifying respirator (APR) with the appropriate filter canisters. The ensemble is used when the contaminants are reliably known not to be hazardous to the skin and not IDLH (Immediately Dangerous to Life or Health) and correct filter protection is available.

##### Level C

Protective equipment includes a chemically resistant splash suit and a SCBA or Airline Fed Respirator. This ensemble is required when the situation is very hazardous, such as oxygen deficient atmospheres, IDLH atmospheres, or confined space entries.

##### Level D

Protective equipment is required when the area has been determined to contain extremely toxic contaminants or contaminants unknown but may be expected to be extremely toxic and/or immediately dangerous to life and health.

#### **Details :**

# 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 apprentice, 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 Inserter/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: **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 (*)
<b>Classification</b>												
Boilermaker	\$31.01		\$6.97	\$10.77	\$0.35	\$0.00	\$3.00	\$2.09	\$0.00	\$0.00	\$54.19	\$69.69
<b>Apprentice</b>	<b>Percent</b>											
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: Painter Local 1275

Change # : LCN02-2020fbLoc1275

Craft : Drywall Finisher Effective Date : 05/01/2020 Last Posted : 04/30/2020

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
<b>Classification</b>												
Painter Drywall Finisher	\$25.56		\$5.74	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.06	\$52.84
Drywall Taper	\$25.56		\$5.74	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.06	\$52.84
Drywall Sanders	\$24.91		\$5.74	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.41	\$51.87
Drywall, Use of Mechanical or Pneumatic Tools	\$26.06		\$5.74	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.56	\$53.59
<b>Apprentice</b>												
	<b>Percent</b>											
1st 0-1500 hrs	60.00	\$15.34	\$5.74	\$0.77	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.30	\$29.96
2nd 1501-3000 hrs	70.00	\$17.89	\$5.74	\$0.77	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24.85	\$33.80
3rd 3001-4500 hrs	80.00	\$20.45	\$5.74	\$0.77	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.41	\$37.63
4th 4501-6000 hrs	90.00	\$23.00	\$5.74	\$0.77	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29.96	\$41.47

**Special Calculation Note :**

**Ratio :**

1 Journeyman to 1 Apprentice

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

DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, KNOX, LICKING, MADISON, MUSKINGUM, PERRY, PICKAWAY, ROSS, UNION

**Special Jurisdictional Note :**

**Details :**



# Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 1275

Change # : LCR01-2020scLoc1275

Craft : Painter Effective Date : 05/01/2020 Last Posted : 04/30/2020

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
<b>Classification</b>												
Painter Brush Roll	\$25.16		\$5.74	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.66	\$52.24
Paperhanger Wall Washer	\$25.16		\$5.74	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.66	\$52.24
Spray Painter	\$25.66		\$5.74	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.16	\$52.99
Structural Steel Swing Stage	\$25.46		\$5.74	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.96	\$52.69
Sandblast steam Clean Water Blasting (3500 PSI and Over) and Hazardous	\$25.86		\$5.74	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.36	\$53.29
Stacks and towers	\$28.67		\$5.74	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.17	\$57.51
Tanks - All Tanks 50,000 gallon capacity or more	\$28.67		\$5.74	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.17	\$57.51
<b>Apprentice</b>	<b>Percent</b>											
0-1500 hrs	60.00	\$15.10	\$5.74	\$0.77	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.06	\$29.60
1501-3000 hrs	70.00	\$17.61	\$5.74	\$0.77	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24.57	\$33.38
3001-4500 hrs	80.00	\$20.13	\$5.74	\$0.77	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.09	\$37.15
4501-6000 hrs	90.00	\$22.64	\$5.74	\$0.77	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29.60	\$40.93

**Special Calculation Note :**



**Ratio :**

1 Journeyman to 1 Apprentice

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

DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, KNOX, LICKING, MADISON, MUSKINGUM, PERRY, PICKAWAY, ROSS, UNION

**Special Jurisdictional Note :**

**Details :**

Heavy Highway Class 1 are qualified painters,blasters,riggers.

Class 2 Equipment Tenders /or containment Builders are hired to tend employers equipment also engage in the building & moving of containment systems.

Class 3 support personnel will perform Quality control duties,clean abrasive blast materials, load and unload trucks, handle all materials, man safety boats, & handle traffic control.

All Tanks 50,000 gallon capacity or more will be at the tank stated rate.

# Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 1275 HevHwy

Change # : LCN02-2020fbLoc1275

Craft : Painter Effective Date : 05/01/2020 Last Posted : 04/30/2020

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Painter Bridge Class 1	\$34.64		\$5.74	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.14	\$66.46
Painter Bridges Class 1 Qualified Painters Blasters Riggers	\$34.64		\$5.74	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$49.14	\$66.46
Painter Bridges Class 2 Equipment Tenders and/or Containment Builders	\$27.71		\$5.74	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.21	\$56.07
Painter Bridges Class 3 Support Personal	\$22.52		\$5.74	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.02	\$48.28
Apprentice	Percent											
1st 0-1500 hrs	60.00	\$20.78	\$5.74	\$0.77	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.74	\$38.14
2nd 1501-3000 hrs	70.00	\$24.25	\$5.74	\$0.77	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.21	\$43.33
3rd 3001-4500 hrs	80.00	\$27.71	\$5.74	\$0.77	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.67	\$48.53
4th 4501-6000 hrs	90.00	\$31.18	\$5.74	\$0.77	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$38.14	\$53.72

Special Calculation Note :

Ratio :

Jurisdiction ( \* denotes special jurisdictional note ) :

1 Journeyman to 1 Apprentice

DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN,  
KNOX, LICKING, MADISON, MUSKINGUM,  
PERRY, PICKAWAY, ROSS, UNION

**Special Jurisdictional Note :**

**Details :**

Heavy Highway Class 1 are qualified painters, blasters, riggers. Class 2 Equipment Tenders /or containment Builders are hired to tend employers equipment also engage in the building & moving of containment systems. Class 3 support personnel will perform Quality control duties, clean abrasive blast materials, load and unload trucks, handle all materials, man safety boats, & handle traffic control.

# Prevailing Wage Rate Skilled Crafts

Name of Union: Painter Local 1275 Industrial

Change # : LCR02-2020fbLoc1275

Craft : Painter Effective Date : 05/01/2020 Last Posted : 04/30/2020

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
Classification												
Painter Brush Roll	\$25.86		\$5.74	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.36	\$53.29
Power Toll Cleanigr	\$25.86		\$5.74	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.36	\$53.29
Spray Painting	\$26.36		\$5.74	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$40.86	\$54.04
Sand Blast, Steam Clean & Pressure Washing Above 3500 PSI	\$26.56		\$5.74	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.06	\$54.34
Stacks and towers	\$28.67		\$5.74	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.17	\$57.51
Tanks - All Tanks 50,000 gallon capacity or more	\$28.67		\$5.74	\$8.31	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.17	\$57.51
Apprentice	Percent											
0-1500 hrs	60.00	\$15.52	\$5.74	\$0.77	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.48	\$30.23
1501-3000 hrs	70.00	\$18.10	\$5.74	\$0.77	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.06	\$34.11
3001-4500 hrs	80.00	\$20.69	\$5.74	\$0.77	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.65	\$37.99
4501-6000 hrs	90.00	\$23.27	\$5.74	\$0.77	\$0.45	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.23	\$41.87

**Special Calculation Note :**

**Ratio :**

1 Journeyman to 1 Apprentice

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

DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, KNOX, LICKING, MADISON, MUSKINGUM,

**Special Jurisdictional Note :**

**Details :**

Definition of Industrial Classification:

Industrial Facilities to be included in the Industrial Classification shall include; Water Treatment, Waste Water Treatment, Natural Gas and related facilities, refineries, transmission pipe lines, electrical transmission towers and or switching /sub stations and Power Plants.

Exclusions from the industrial classification are Power Plants that generate power to a single customer; such as an emergency power supplier or a Hospital, Information Technology Facility, Sporting/Event or Arena/Stadium type facility. This exclusion would also be given to any commercial office space located within the facilities property. The excluded spaces shall be done under the Commercial Wage rates.

# 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 (*)		
<b>Classification</b>											
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 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: Plasterer Local 132 (Columbus)

Change # : LCN02-2021fbLoc132

Craft : Plasterer Effective Date : 06/29/2021 Last Posted : 06/29/2021

	BHR		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
<b>Classification</b>												
Plasterer	\$26.69		\$7.50	\$4.20	\$0.50	\$0.00	\$2.00	\$0.00	\$0.00	\$0.00	\$40.89	\$54.24
<b>Apprentice</b>	<b>Percent</b>											
1st 800 hrs	70.00	\$18.68	\$7.50	\$4.20	\$0.50	\$0.00	\$2.00	\$0.00	\$0.00	\$0.00	\$32.88	\$42.22
2nd 800 hrs	74.00	\$19.75	\$7.50	\$4.20	\$0.50	\$0.00	\$2.00	\$0.00	\$0.00	\$0.00	\$33.95	\$43.83
3rd 800 hrs	78.00	\$20.82	\$7.50	\$4.20	\$0.50	\$0.00	\$2.00	\$0.00	\$0.00	\$0.00	\$35.02	\$45.43
4th 800 hrs	82.00	\$21.89	\$7.50	\$4.20	\$0.50	\$0.00	\$2.00	\$0.00	\$0.00	\$0.00	\$36.09	\$47.03
5th 800 hrs	86.00	\$22.95	\$7.50	\$4.20	\$0.50	\$0.00	\$2.00	\$0.00	\$0.00	\$0.00	\$37.15	\$48.63
6th 800 hrs	90.00	\$24.02	\$7.50	\$4.20	\$0.50	\$0.00	\$2.00	\$0.00	\$0.00	\$0.00	\$38.22	\$50.23
7th 800 hrs	94.00	\$25.09	\$7.50	\$4.20	\$0.50	\$0.00	\$2.00	\$0.00	\$0.00	\$0.00	\$39.29	\$51.83
8th 800 hrs	98.00	\$26.16	\$7.50	\$4.20	\$0.50	\$0.00	\$2.00	\$0.00	\$0.00	\$0.00	\$40.36	\$53.43

**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 ) :**

ASHLAND, COSHOCTON, CRAWFORD, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HOCKING, KNOX, LICKING, MADISON, MARION, MORROW, MUSKINGUM, PERRY, PICKAWAY, RICHLAND, ROSS, UNION, VINTON, WYANDOT

**Special Jurisdictional Note :**

**Details :**

**PLASTERER IMPROVERS:**

Is a person who has skills between an Apprentice and a Journeyman can be signed in as an Improver. An Improver receives 85% of the current wage and pension. All other benefits are same as Journeyman. The Improver has the opportunity to advance to Journeyman level by:

- (1) Working through a trial period of no more than 2,000 hrs.
- (2) Attending all safety and upgrading classes held or required.

Working on swing stage, slip scaffold or window jack scaffold shall receive the following rates:  
\$.50 above the regular rate for heights up to fifty (50) feet above grade level

\$1.00 above the regular rate for heights over fifty (50) feet above grade level

# Prevailing Wage Rate Skilled Crafts

Name of Union: **Plumber Pipefitter Local 189**

**Change # : LCN02-2019fbLoc189**

**Craft : Plumber Pipefitter Effective Date : 12/11/2019 Last Posted : 12/11/2019**

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
<b>Classification</b>												
Plumber Pipefitter	\$38.45		\$8.64	\$7.49	\$0.85	\$0.00	\$6.76	\$0.00	\$0.00	\$0.00	\$62.19	\$81.41
Heating Piping Refrigeration, Temperature Control, Air Conditioning Welder	\$38.45		\$8.64	\$7.49	\$0.85	\$0.00	\$6.76	\$0.00	\$0.00	\$0.00	\$62.19	\$81.41
<b>Apprentice</b>	<b>Percent</b>											
Apprentice												
1st Year	40.00	\$15.38	\$5.00	\$0.00	\$0.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21.23	\$28.92
2nd Year	50.00	\$19.23	\$8.64	\$5.60	\$0.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.32	\$43.93
3rd Year	55.00	\$21.15	\$8.64	\$5.60	\$0.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.24	\$46.81
4th Year	65.00	\$24.99	\$8.64	\$5.60	\$0.85	\$0.00	\$6.76	\$0.00	\$0.00	\$0.00	\$46.84	\$59.34
5th Year	80.00	\$30.76	\$8.64	\$5.60	\$0.85	\$0.00	\$6.76	\$0.00	\$0.00	\$0.00	\$52.61	\$67.99

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

**Ratio :**

Employees-----Journeyman to Apprentice  
per Job

- 1) 1-0
- 2) 1-1
- 3) 2-1
- 4) 2-2
- 5) 3-2
- 6) 4-2
- 7) 4-3
- 8) 5-3
- 9) 6-3
- 10) 6-4
- 11) 7-4
- 12) 8-4

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

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

- 13) 8-5
- 14) 9-5
- 15) 10-5
- 16) 10-6
- 17) 11-6
- 18) 12-6
- 19) 12-7
- 20) 13-7
- 21) 14-7
- 22) 14-8
- 23) 15-8
- 24) 16-8
- 25) 16-9

Heating Piping refrigeration, Temperature Control, Air  
Conditioning Ratio

(1) Additional Apprentice to (3) Journeymen thereafter  
Employees Journeyman to Apprentice  
per Job

- 1) Employee 1-0
- 2) Employees 1-1
- 3) Employees 2-1
- 4) Employees 2-2
- 5) Employees 3-2
- 6) Employees 4-2
- 7) Employees 5-2
- 8) Employees 5-3
- 9) Employees 6-3
- 10) Employees 7-3
- 11) Employees 8-3
- 12) Employees 8-4
- 13) Employees 9-4
- 14) Employees 10-4
- 15) Employees 11-4
- 16) Employees 11-5
- 17) Employees 12-5
- 18) Employees 13-5
- 19) Employees 14-5
- 20) Employees 14-6
- 21) Employees 15-6
- 22) Employees 17-5
- 23) Employees 18-5
- 24) Employees 18-6
- 25) Employees 19-6
- 26) Employees 20-6
- 28) Employees 22-6
- 29) Employees 22-7
- 30) Employees 23-7
- 31) Employees 23-7
- 32) Employees 25-7
- 33) Employees 26-7
- 34) Employees 26-8

**Special Jurisdictional Note :**

**Details :**

# Prevailing Wage Rate Skilled Crafts

Name of Union: Roofer Local 86

Change # : **OCRN02-2019fbLoc86**

Craft : **Roofer 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 (*)
<b>Classification</b>												
Roofer	\$27.79		\$7.73	\$7.70	\$0.51	\$0.00	\$0.00	\$0.19	\$0.00	\$0.00	\$43.92	\$57.82
<b>Apprentice</b>	<b>Percent</b>											
1st YEAR	55.00	\$15.28	\$0.00	\$0.25	\$0.51	\$0.00	\$0.00	\$0.19	\$0.00	\$0.00	\$16.23	\$23.88
2nd YEAR	65.00	\$18.06	\$7.73	\$2.10	\$0.51	\$0.00	\$0.00	\$0.19	\$0.00	\$0.00	\$28.59	\$37.63
3rd YEAR	75.00	\$20.84	\$7.73	\$3.58	\$0.51	\$0.00	\$0.00	\$0.19	\$0.00	\$0.00	\$32.85	\$43.27
4th YEAR	85.00	\$23.62	\$7.73	\$5.06	\$0.51	\$0.00	\$0.00	\$0.19	\$0.00	\$0.00	\$37.11	\$48.92

**Special Calculation Note :** Other is R & E Trust and Assoc. Fund.

**Ratio :**

1 Journeymen to 1 Apprentices  
per job site

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

CHAMPAIGN, DELAWARE, FAIRFIELD, FAYETTE,  
FRANKLIN, HARDIN, HOCKING, KNOX,  
LICKING, LOGAN, MADISON, MARION,  
MORROW, PERRY, PICKAWAY, PIKE, ROSS,  
UNION, WYANDOT

**Special Jurisdictional Note :**

**Details :**

# Prevailing Wage Rate Skilled Crafts

Name of Union: Sheet Metal Local 24 Columbus

Change # : LCR01-2020fbLoc24Col

Craft : Sheet Metal Worker 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 (*)		
<b>Classification</b>												
Sheet Metal Worker	\$31.49		\$9.37	\$11.94	\$1.01	\$0.00	\$3.63	\$0.00	\$0.00	\$0.00	\$57.44	\$73.18
<b>Apprentice</b>	<b>Percent</b>											
1 st Year A	50.00	\$15.75	\$7.72	\$1.81	\$0.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26.07	\$33.95
1st Year B	55.00	\$17.32	\$7.72	\$1.99	\$0.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.83	\$36.49
2nd Year A	60.00	\$18.89	\$8.75	\$7.58	\$0.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.02	\$45.47
2nd Year B	65.00	\$20.47	\$8.80	\$7.76	\$0.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.83	\$48.06
3rd Year A	70.00	\$22.04	\$8.94	\$8.35	\$1.01	\$0.00	\$2.54	\$0.00	\$0.00	\$0.00	\$42.88	\$53.90
3rd Year B	75.00	\$23.62	\$9.01	\$8.96	\$1.01	\$0.00	\$2.72	\$0.00	\$0.00	\$0.00	\$45.32	\$57.13
4th Year A	80.00	\$25.19	\$9.08	\$9.56	\$1.01	\$0.00	\$2.90	\$0.00	\$0.00	\$0.00	\$47.74	\$60.34
4th Year B	85.00	\$26.77	\$9.15	\$10.15	\$1.01	\$0.00	\$3.09	\$0.00	\$0.00	\$0.00	\$50.17	\$63.55

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

**Ratio :**

- 1 Journeyman to 1 Apprentice
- 2-8 Journeymen to 2 Apprentices
- 9-11 Journeymen to 3 Apprentices
- 12-14 Journeymen to 4 Apprentices
- 15-17 Journeymen to 5 Apprentices
- 18-20 Journeymen to 6 Apprentices
- 21-23 Journeyman to 7 Apprentices
- 24-26 Journeyman to 8 Apprentices
- 27-29 Journeymen to 9 Apprentices
- 30-32 Journeymen to 10 Apprentices
- 33-35 Journeymen to 11 Apprentices
- 36-38 Journeymen to 12 Apprentices
- 39-41 Journeymen to 13 Apprentices
- 42-44 Journeymen to 14 Apprentices
- 45-47 Journeymen to 15 Apprentices
- 48-50 Journeymen to 16 Apprentices
- and so on

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

- ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GUERNSEY, HOCKING, JACKSON, KNOX, LAWRENCE, LICKING, MADISON, MARION, MEIGS, MORGAN, MORROW, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON



**Special Jurisdictional Note :**

**Details :**

# Prevailing Wage Rate Skilled Crafts

Name of Union: **Bricklayer Local 55**

**Change # : LCN01-2021fbLoc55**

**Craft : Bricklayer Effective Date : 06/03/2021 Last Posted : 06/03/2021**

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
<b>Classification</b>												
Bricklayer	\$30.65		\$9.08	\$9.04	\$0.84	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$49.86	\$65.18
Lay Out Man	\$31.15		\$9.08	\$9.04	\$0.84	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$50.36	\$65.93
Saw man	\$31.15		\$9.08	\$9.04	\$0.84	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$50.36	\$65.93
Stone & Cement Mason	\$30.65		\$9.08	\$9.04	\$0.84	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$49.86	\$65.18
Pointer Caulker Cleaner Block Stone	\$30.65		\$9.08	\$9.04	\$0.84	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$49.86	\$65.18
Plaster	\$30.65		\$9.08	\$9.04	\$0.84	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$49.86	\$65.18
Swing Stage (Ground Floors thru 23 Floors)	\$31.65		\$9.08	\$9.04	\$0.84	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$50.86	\$66.68
Swing Stage (24th Floors and Above)	\$32.65		\$9.08	\$9.04	\$0.84	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$51.86	\$68.18
<b>Apprentice Bricklayers &amp; Stone &amp; Pointer Caulker Cleaner</b>	<b>Percent</b>											
1st 6 months	60.00	\$18.39	\$9.08	\$0.00	\$0.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.31	\$37.50
2nd 6 months	65.00	\$19.92	\$9.08	\$9.04	\$0.84	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$39.13	\$49.09
3rd 6 months	70.00	\$21.45	\$9.08	\$9.04	\$0.84	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$40.67	\$51.39
4th 6 months	75.00	\$22.99	\$9.08	\$9.04	\$0.84	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$42.20	\$53.69

5th 6 months	80.00	\$24.52	\$9.08	\$9.04	\$0.84	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$43.73	\$55.99
6th 6 months	85.00	\$26.05	\$9.08	\$9.04	\$0.84	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$45.26	\$58.29
7th 6 months	90.00	\$27.58	\$9.08	\$9.04	\$0.84	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$46.80	\$60.59
8th 6 months	95.00	\$29.12	\$9.08	\$9.04	\$0.84	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$48.33	\$62.89
MASON TRAINEES 1-90 Days	50.00	\$15.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15.33	\$22.99
90-365 Days	50.00	\$15.33	\$9.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24.41	\$32.07
2nd YEAR	55.00	\$16.86	\$9.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.94	\$34.37

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

**Ratio :**

REQUIRED RATIO

- 1-2 Journeyman to 1 Apprentice
- 3- 6 Journeyman to 2 Apprentice
- 7-10 Journeyman to 3 Apprentice
- 11-15 Journeyman to 4 Apprentice

MASON TRAINEE REQUIRED RATIO

- :
- 1 Apprentice permits 1 Mason Trainee
- 2 Apprentice permits 1 Mason Trainee
- 3 Apprentice permits 2 Mason Trainee
- 4 Apprentice permits 2 Mason Trainee

**Special Jurisdictional Note :**

**Details :**

MASON TRAINEE: duties shall be to work in all aspects of Masonry construction taking direction from the employer and the Journeyman Bricklayer & Stone Mason's working on the job.  
MASON TRAINEE may work on job site only when a registered apprentice is on job and the ratios in above table will be strictly enforced.

- Above Journeyman Rate:
- Brick Power Saw Pay \$.50
- Designated layout person \$.50
- Swingstage Work \$1.00 at start, and additional \$2.00 at 24th floor

**Jurisdiction ( \* denotes special jurisdictional note ) :**  
DELAWARE, FRANKLIN, MADISON, PICKAWAY, UNION

# 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 (*)		
<b>Classification</b>												
Sprinkler Fitter	\$41.87		\$10.55	\$7.00	\$0.52	\$0.00	\$5.12	\$0.10	\$0.00	\$0.00	\$65.16	\$86.09
<b>Apprentice Indentured after April 1, 2013</b>	<b>Percent</b>											
CLASS 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 # : LCRO1-2021fbBldgHwy**

**Craft : Truck Driver Effective Date : 05/21/2021 Last Posted : 05/21/2021**

	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	\$29.24		\$7.50	\$8.50	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.44	\$60.06
Apprentice	Percent											
First 6 months	80.00	\$23.39	\$7.50	\$8.50	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.59	\$51.29
7-12 months	85.00	\$24.85	\$7.50	\$8.50	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.05	\$53.48
13-18 months	90.00	\$26.32	\$7.50	\$8.50	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.52	\$55.67
19-24 months	95.00	\$27.78	\$7.50	\$8.50	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.98	\$57.87
25-30 months	100.00	\$29.24	\$7.50	\$8.50	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.44	\$60.06

**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 # : LCRO1-2021fbBldgHwy**

**Craft : Truck Driver Effective Date : 05/21/2021 Last Posted : 05/21/2021**

	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)	\$29.66		\$7.50	\$8.50	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.86	\$60.69
Apprentice	Percent											
First 6 months	80.00	\$23.73	\$7.50	\$8.50	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$39.93	\$51.79
7-12 months	85.00	\$25.21	\$7.50	\$8.50	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$41.41	\$54.02
13-18 months	90.00	\$26.69	\$7.50	\$8.50	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$42.89	\$56.24
19-24 months	95.00	\$28.18	\$7.50	\$8.50	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.38	\$58.47
25-30 months	100.00	\$29.66	\$7.50	\$8.50	\$0.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45.86	\$60.69

**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: Bricklayer Local 55 Tile Setter

Change # : LCN01-2021fbLoc55

Craft : Bricklayer Effective Date : 06/03/2021 Last Posted : 06/03/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
<b>Classification</b>												
Bricklayer Tile Setter	\$28.19		\$7.66	\$7.40	\$0.59	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$44.09	\$58.19
Marble Mason	\$28.19		\$7.66	\$7.40	\$0.59	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$44.09	\$58.19
Terrazzo Worker	\$28.44		\$7.66	\$7.40	\$0.59	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$44.34	\$58.56
Terrazzo Worker, Installation	\$28.44		\$7.66	\$7.40	\$0.59	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$44.34	\$58.56
<b>Apprentice</b>												
	<b>Percent</b>											
1st 6 months	60.00	\$16.91	\$7.66	\$0.00	\$0.59	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.16	\$33.62
2nd 6 months	65.00	\$18.32	\$7.66	\$7.40	\$0.59	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$34.22	\$43.39
3rd 6 months	70.00	\$19.73	\$7.66	\$7.40	\$0.59	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$35.63	\$45.50
4th 6 months	75.00	\$21.14	\$7.66	\$7.40	\$0.59	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$37.04	\$47.61
5th 6 months	80.00	\$22.55	\$7.66	\$7.40	\$0.59	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$38.45	\$49.73
6th 6 months	85.00	\$23.96	\$7.66	\$7.40	\$0.59	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$39.86	\$51.84
7th 6 months	90.00	\$25.37	\$7.66	\$7.40	\$0.59	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$41.27	\$53.96
8th 6 months	95.00	\$26.78	\$7.66	\$7.40	\$0.59	\$0.00	\$0.25	\$0.00	\$0.00	\$0.00	\$42.68	\$56.07

**Special Calculation Note :** Classification title contains "Bricklayer" because contract originates within the Bricklayer Local.

Note that the classification description is clarified after the local union number at the top of the page.

**Ratio :**

1 - 3 Journeyman to 1 Apprentice  
4 - 8 Journeyman to 2 Apprentice

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

ATHENS, COSHOCTON, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HOCKING,

9 - 13 Journeyman to 3 Apprentice  
14 - 18 Journeyman to 4 Apprentice

JACKSON, KNOX, LICKING, MADISON, MEIGS,  
MORGAN, MUSKINGUM, NOBLE, PERRY,  
PICKAWAY, PIKE, ROSS, UNION, VINTON,  
WASHINGTON

**Special Jurisdictional Note :** Noble County: (Townships of Beaver, Buffalo, Seneca & Wayne)

**Details :**

# Prevailing Wage Rate Skilled Crafts

**Name of Union: Bricklayer Local 55 Tile & Marble Finisher**

**Change # : LCN01-2021fbLoc55**

**Craft : Bricklayer Effective Date : 06/03/2021 Last Posted : 06/03/2021**

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)			MISC (*)
<b>Classification</b>												
Bricklayer Tile Marble Finisher	\$27.06		\$5.79	\$3.24	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.56	\$50.09
Terrazzo Finisher	\$27.31		\$5.79	\$3.24	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.81	\$50.46
Floor Grinder	\$27.61		\$5.79	\$3.24	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.11	\$50.92
Base Grinder	\$27.81		\$5.79	\$3.24	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$37.31	\$51.21
<b>Apprentice</b>												
	<b>Percent</b>											
1st 6 months	60.00	\$16.24	\$5.79	\$0.00	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$22.50	\$30.61
2nd 6 months	65.00	\$17.59	\$5.79	\$3.24	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.09	\$35.88
3rd 6 months	70.00	\$18.94	\$5.79	\$3.24	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.44	\$37.91
4th 6 months	75.00	\$20.29	\$5.79	\$3.24	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29.79	\$39.94
5th 6 months	80.00	\$21.65	\$5.79	\$3.24	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.15	\$41.97
6th 6 months	90.00	\$24.35	\$5.79	\$3.24	\$0.47	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33.85	\$46.03
Apprentice Improver	50.00	\$13.53	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13.53	\$20.29

**Special Calculation Note :** Classification title contains "Bricklayer" because contract originates within the Bricklayer Local.

Note that the classification description is clarified after the local union number at the top of the page.

**Ratio :**

1-2 Journeyman to 1 Apprentice

3-5 Journeyman to 2 Apprentice

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

ATHENS, COSHOCTON, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GUERNSEY, HOCKING, JACKSON, KNOX, LICKING, MADISON, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY,

PICKAWAY, PIKE, ROSS, UNION, VINTON,  
WASHINGTON

**Special Jurisdictional Note :**

**Details :**

# Prevailing Wage Rate Skilled Crafts

**Name of Union: Carpenter Millwright Local 1090 Columbus**

**Change # : LCN01-2021fbLoc1241**

**Craft : Carpenter Effective Date : 06/17/2021 Last Posted : 06/17/2021**

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
<b>Classification</b>												
Carpenter Millwright	\$31.02		\$7.50	\$10.39	\$0.45	\$0.00	\$6.00	\$0.13	\$0.00	\$0.00	\$55.49	\$71.00
<b>Apprentice</b>	<b>Percent</b>											
1st 6 months	60.00	\$18.61	\$7.50	\$10.39	\$0.45	\$0.00	\$6.00	\$0.13	\$0.00	\$0.00	\$43.08	\$52.39
2nd 6 months	65.00	\$20.16	\$7.50	\$10.39	\$0.45	\$0.00	\$6.00	\$0.13	\$0.00	\$0.00	\$44.63	\$54.71
3rd 6 months	70.00	\$21.71	\$7.50	\$10.39	\$0.45	\$0.00	\$6.00	\$0.13	\$0.00	\$0.00	\$46.18	\$57.04
4th 6 months	75.00	\$23.26	\$7.50	\$10.39	\$0.45	\$0.00	\$6.00	\$0.13	\$0.00	\$0.00	\$47.74	\$59.37
5th 6 months	80.00	\$24.82	\$7.50	\$10.39	\$0.45	\$0.00	\$6.00	\$0.13	\$0.00	\$0.00	\$49.29	\$61.69
6th 6 months	85.00	\$26.37	\$7.50	\$10.39	\$0.45	\$0.00	\$6.00	\$0.13	\$0.00	\$0.00	\$50.84	\$64.02
7th 6 months	90.00	\$27.92	\$7.50	\$10.39	\$0.45	\$0.00	\$6.00	\$0.13	\$0.00	\$0.00	\$52.39	\$66.35
8th 6 months	95.00	\$29.47	\$7.50	\$10.39	\$0.45	\$0.00	\$6.00	\$0.13	\$0.00	\$0.00	\$53.94	\$68.67

**Special Calculation Note : Other is for UBC National Fund.**

**Ratio :**

3 Journeymen to 1 Apprentice

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

DELAWARE, FAIRFIELD, FRANKLIN, GUERNSEY, LICKING, MADISON, MARION, MORGAN, MUSKINGUM, NOBLE, PERRY, PICKAWAY, UNION

**Special Jurisdictional Note :**

**Details :**

The term “Millwright and Machine Erectors” jurisdiction shall mean the unloading, hoisting, rigging, skidding, moving, dismantling, aligning, erecting, assembling, repairing, maintenance and adjusting of all structures, processing areas either under cover, underground or elsewhere, required to process material, handle, manufacture or service, be it powered or receiving power manually, by steam, gas, electricity, gasoline, diesel,

nuclear, solar, water, air or chemically, and in industries such as and including, which are identified for the purpose of description, but not limited to, the following: woodworking plants; canning industries; steel mills; coffee roasting plants; paper and pulp; cellophane; stone crushing; gravel and sand washing and handling; refineries; grain storage and handling; asphalt plants; sewage disposal; water plants; laundries; bakeries; mixing plants; can, bottle and bag packing plants; textile mills; paint mills; breweries; milk processing plants; power plants; aluminum processing or manufacturing plants; and amusement and entertainment fields. The installation of mechanical equipment in atomic energy plants; installation of reactors in power plants; installation of control rods and equipment in reactors; and installation of mechanical equipment in rocket missile bases, launchers, launching gantry, floating bases, hydraulic escape doors and any and all component parts thereto, either assembled, semi-assembled or disassembled. The installation of, but not limited to, the following: setting-up of all engines, motors, generators, air compressors, fans, pumps, scales, hoppers, conveyors of all types, sizes and their supports; escalators; man lifts; moving sidewalks; hosts; dumb waiters; all types of feeding machinery; amusement devices; mechanical pin setters and spotters in bowling alleys; refrigeration equipment; and the installation of all types of equipment necessary and required to process material either in the manufacturing or servicing. The handling and installation of pulleys, gears, sheaves, fly wheels, air and vacuum drives, worm drives and gear drivers directly or indirectly coupled to motors, belts, chains, screws, legs, boots, guards, booth tanks, all bin valves, turn heads and indicators, shafting, bearings, cable sprockets cutting all key seats in new and old work, troughs, chippers, filters, calendars, rolls, winders, rewinders, slitters, cutters, wrapping machines, blowers, forging machines, rams, hydraulic or otherwise, planning, extruder, ball, dust collectors, equipment in meat packing plants, splicing or ropes and cables. The laying-out, fabrication and installation of protection equipment including machinery guards, making and setting of templates for machinery, fabrication of bolts, nuts, pans, dripping of holes for any equipment which the Millwrights install regardless of materials; all welding and burning regardless of type, fabrication of all lines, hose or tubing used in lubricating machinery installed by Millwrights; grinding, cleaning, servicing and any machine work necessary for any part of any equipment installed by the Millwrights; and the break-in and trail run of any equipment or machinery installed by the Millwrights. It is agreed the Millwrights shall use the layout tools and optic equipment necessary to perform their work.

# 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 (*)		
<b>Classification</b>												
Carpenter	\$19.70		\$5.05	\$1.00	\$0.15	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25.90	\$35.75
<b>Trainee</b>												
	<b>Percent</b>											
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 & Pile Driver Local 200

Change # : LCNO1-2021fbLoc200

Craft : Carpenter Effective Date : 06/17/2021 Last Posted : 06/17/2021

	BHR		Fringe Benefit Payments					Irrevocable Fund		Total PWR	Overtime Rate	
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
<b>Classification</b>												
Carpenter	\$28.08		\$7.30	\$10.18	\$0.40	\$0.00	\$1.80	\$0.11	\$0.00	\$0.00	\$47.87	\$61.91
Pile Driver	\$30.28		\$7.30	\$10.18	\$0.40	\$0.00	\$1.80	\$0.11	\$0.00	\$0.00	\$50.07	\$65.21
<b>Apprentice paid at % of their rate above</b>												
	<b>Percent</b>											
1st 6 months	60.00	\$16.85	\$7.30	\$0.00	\$0.40	\$0.00	\$1.80	\$0.11	\$0.00	\$0.00	\$26.46	\$34.88
2nd 6 months	65.00	\$18.25	\$7.30	\$1.00	\$0.40	\$0.00	\$1.80	\$0.11	\$0.00	\$0.00	\$28.86	\$37.99
3rd 6 months	70.00	\$19.66	\$7.30	\$2.00	\$0.40	\$0.00	\$1.80	\$0.11	\$0.00	\$0.00	\$31.27	\$41.09
4th 6 months	75.00	\$21.06	\$7.30	\$2.00	\$0.40	\$0.00	\$1.80	\$0.11	\$0.00	\$0.00	\$32.67	\$43.20
5th 6 months	80.00	\$22.46	\$7.30	\$8.14	\$0.40	\$0.00	\$1.80	\$0.11	\$0.00	\$0.00	\$40.21	\$51.45
6th 6 months	85.00	\$23.87	\$7.30	\$8.65	\$0.40	\$0.00	\$1.80	\$0.11	\$0.00	\$0.00	\$42.13	\$54.06
7th 6 months	90.00	\$25.27	\$7.30	\$9.16	\$0.40	\$0.00	\$1.80	\$0.11	\$0.00	\$0.00	\$44.04	\$56.68
8th 6 months	90.00	\$25.27	\$7.30	\$9.16	\$0.40	\$0.00	\$1.80	\$0.11	\$0.00	\$0.00	\$44.04	\$56.68

**Special Calculation Note :** Other is UBC National Fund.

**Ratio :**

1 Journeyman to 1 Apprentice  
Thereafter  
2 Journeyman to 1 Apprentice

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

DELAWARE, FAIRFIELD, FRANKLIN, GUERNSEY,  
LICKING, MADISON, MARION, MUSKINGUM,  
MORGAN, NOBLE, PERRY, PICKAWAY, UNION

The first carpenter on the job shall be a journeyman.  
The second carpenter employed may be an apprentice carpenter. After one (1) journeyman and one (1) apprentice are employed, each employer shall employ a

ratio of one (1) apprentice, when available, to two (2) journeyman.

## **Special Jurisdictional Note :**

### **Details :**

CARPENTERS duties shall include but not limited to the milling, fashioning, joining, assembling, erecting, fastening, or dismantling of scaffolding and of material of wood, plastic, metal, fiber, cork and composition, and all other substitute materials. The handling, cleaning, erecting, installing and dismantling of machinery, equipment and all materials used by carpenters.

The building and setting of all concrete forms and decking, and dismantling the same; the setting of templates for anchor bolts for structural members and for machinery, and the placing, leveling and bracing of these bolts; the making of all forms for bulkheads, figures, post, balusters and ornaments. The erection and installation of cooling towers assembled onsite. The building of all barricades and handling of rough lumber and drywall. The installation of all required blocking and all toilet accessories, including but not limited to grab bars, napkin dispensers and receptacles, mirrors and soap dispensers. The installation of metal studs and the welding of studs and other fastenings to receive material being applied by carpenters. The installation of all material used in drywall construction such as plasterboard, transite and other composition boards. The installation of carpet, artificial turf, wood and Resilient floors shall consist of and include the laying of all special designs of wood, wood block, wood composition, cork, linoleum, asphalt, mastic, plastic and rubber tile, whether nailed or laid in, or with linoleum paste or glue compositions. The installation of garage and overhead doors. The installation of fixtures, cabinets, shelving, racks, louvers, etc. The assembling and setting of all seats in theaters, halls, churches, schools, auditoriums, grandstands and other buildings.

Our claim of jurisdiction, therefore, extends over the following subdivisions of the trade. Carpenters and Joiners; Bridge, Dock and Wharf Carpenters, Divers, Underpinners, Timbermen and Core Drillers; Shipwrights, Boat Builders, Ship Carpenters, Joiners and Caulkers, Cabinet Makers, Bench Hands, Stair Builders; Millmen; Wood and Resilient Floor Layers and Finishers; Carpet Layers; Shinglers; Siders; Insulators; Acoustic and Drywall Applicators; Shorers and House Movers; Loggers; Lumber and Sawmill Workers; Furniture Workers; Reed and Rattan Workers; Shingle Weavers; Casket and Coffin Makers; Box Makers; Railroad Carpenters; and Car Builders, regardless of material used; and all those engaged in the operation of woodworking or other machinery required in the fashioning, milling or manufacturing of products used in the trade, or engaged as helpers to any of the above divisions or subdivisions, and the handling, erecting and installing of material on any of the above divisions or subdivisions; burning welding, rigging and the use of any instrument or tool for layout work incidental to the trade. When the term "Carpenter" and "Joiner" is used, it shall mean all the subdivisions of the trade.

### **PILEDRIVER:**

Where piling is used in the construction and repair of all wharves, docks, piers, trestles, caissons, cofferdams, the erection of all sea walls and breakwaters.

The placing of all walling, bumper guards of wood or metal. The framing, boring, drilling or burning of all holes in the same, all tie and hog rods in connection with Piledrivers work.

The driving, bracing, plumbing, cutting-off and capping of all piling whether wood, steel sheeting, metal pipe piling, composite or concrete.

The heading and splicing of wood piling and the making of woodsheet piling, The welding, cutting or burning of any metal and wood piling and shoring and underpinning in connection with Piledriver work.

The loading and unloading of all piling and other material used in connection with Piledrivers work.

The loading, unloading, erecting, framing, dismantling, moving and handling of all drivers, derrick, cranes and other piledriving equipment used in the work. Drilling in piling or drilled in caissons where a steel liner is used. All machinery used for handling spuds or anchors on floating equipment used in our work shall be operated by our members. Where swing lines or derricks are used, members shall be used as watchmen.

All underwater and marine work on all bulkheads, wharves, docks, shipyards, caissons, piers, bridges, pipeline work, viaducts, marine cable and trestles, as well as salvage and reclamation work where divers are employed.

All clamming work that is done by floating derricks.

## **CONTRACTING REQUIRMENTS**



## NOTICE OF AWARD

Date of Issuance:

Owner: City of Delaware, Ohio

Owner's Project No.: Bid 24-12

Engineer: Public Utilities Dept.

Engineer's Project No.:

Project: Hidden Valley Golf Course Stream Restoration Project

Contract Name:

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated **[date]** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

This project consists of a stream restoration at the Hidden Valley Golf Course in Delaware, Ohio. The project has an expected duration of about 90 days.

The Contract Price of the awarded Contract is \$**[Contract Price]**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

**[Two]** 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.

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 receipt of this Notice of Award:

1. Deliver to Owner **[two]** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **[Describe other conditions that require Successful Bidder's compliance]**

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

Owner: **City of Delaware, Ohio**

By (signature): \_\_\_\_\_

Name (printed): Paul J. Brake

Title: City Manager

Copy: Engineer



## AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **the City of Delaware, Ohio** (“Owner”) and \_\_\_\_\_. (“Contractor”).

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

Owner and Contractor hereby agree as follows:

### ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **This project consists of a stream restoration at the Hidden Valley Golf Course in Delaware, Ohio. The project has an expected duration of about 90 days**

### ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **This project consists of a stream restoration at the Hidden Valley Golf Course in Delaware, Ohio. The project has an expected duration of about 90 days.**

### ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **City of Delaware, Ohio - Public Utilities Department** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract. The Owner may elect to assign portions of the duties and responsibilities assigned to the Engineer to the Design Professional.
- 3.02 The part of the Project that pertains to the Work has been designed by **Burgess & Niple, Inc.** (“Design Engineer”).

### ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Contract Times: Dates
- A. The Work will be substantially complete on or before **March 31, 2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **May 31, 2025**.

4.03 *Contract Times: Days*

A. **(DELETE - NOT REQUIRED)**

4.04 *Milestones*

A. **(DELETE - NOT REQUIRED)**

4.05 *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 Contract Times, as duly modified. 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 an amount in accordance with Table 4.1 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

Table 4.1 Liquidated Damages for Substantial Completion

<u>Original Contract Amount</u>		<u>Amount of Liquidated Damages Per Day</u>
<u>From More Than</u>	<u>To and Including</u>	
\$0	\$500,000	\$750
\$500,000	\$2,000,000	\$1,000
\$2,000,000	\$5,000,000	\$1,500
\$5,000,000	\$10,000,000	\$2,000
Over \$10,000,000		\$2,500

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 an amount in accordance with Table 4.2 for each day that expires after such time until the Work is completed and ready for final payment.

Table 4.2 Liquidated Damages for Final Payment

<u>Original Contract Amount</u>		<u>Amount of Liquidated Damages Per Day</u>
<u>From More Than</u>	<u>To and Including</u>	
\$0	\$500,000	\$200
\$500,000	\$2,000,000	\$250
\$2,000,000	\$5,000,000	\$350
\$5,000,000	\$10,000,000	\$500
Over \$10,000,000		\$625

4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is

precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages (DELETE - NOT REQUIRED)*

**ARTICLE 5—CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item). The amount established separately for each item of Unit Price Work shall be in accordance with the Bid Schedule as awarded by the Owner, included as an exhibit attached to this Agreement. A summary of the totals of all extended prices follows:

Description	Amount
Base Bid	\$XXXXXXXXXXXX
<b>Contract Price</b> (Total of Base Bids and Alternates)	<b>\$XXXXXXXXXXXX</b>

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

**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 the basis of Contractor’s Applications for Payment within the timeframes established in Article 15 of the General Conditions 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 the value of the Work completed (with the balance being retainage).
  - 1) If 50 percent or more of the Work has been 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 but delivered and suitably stored at the site (with the balance being retainage). The overhead and profit for the stored items shall not be invoiced until the item is installed.
- c. **75** percent of cost of materials and equipment not incorporated in the Work and stored off-site when agreed to by Owner (with the balance being retainage). The overhead and profit for the stored items shall not be invoiced until the item is installed.

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent 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, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

#### 6.04 *Consent of Surety*

A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

#### 6.05 *Interest*

A. **(DELETE - NOT REQUIRED)**

### **ARTICLE 7—CONTRACT DOCUMENTS**

#### 7.01 *Contents*

A. The Contract Documents consist of all the following:

1. This Agreement.
2. Legal and Fiscal Officers
3. Bonds:
  - a. Combined Bid Guaranty and Contract Bond, or
  - b. Contract Bond.
4. General Conditions.

5. Supplementary Conditions.
6. Wage Rate Requirements
7. Specifications as listed in the table of contents of the project manual (copy of list attached).
8. Additional governing specifications as indicated by reference in the Specifications and/or Drawings.
9. Drawings (not attached but incorporated by reference) consisting of **20 sheets** with each sheet bearing the following general title: **Hidden Valley Golf Course Stream Restoration**.
10. Addenda (number, inclusive).
11. Exhibits to this Agreement (enumerated as follows):
  - a. Exhibit A – Awarded Bid Schedule
12. 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. Notice of Commencement for Public Improvement.
  - c. Sales and Use Tax Construction Contract Exemption Certificate.
  - d. Contractor’s Application for Payment
  - e. All Project Forms listed in the Project Manual’s Table of Contents
  - f. All Closeout Forms listed in the Project Manual’s Table of Contents
  - g. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.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 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor’s Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. 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 Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. 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.
8. 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.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. 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.
12. The Contractor acknowledges that this is a public project involving public funds, and that the Owner expects and requires that Contractor adhere to the highest ethical and performance standards. The Contractor pledges and agrees that (a) it will act at all times with absolute integrity and truthfulness in its dealings with the Owner and the Engineer, (b) it will use its best efforts to cooperate with the Owner and the Engineer and all other Contractors on the Project and at all times will act with professionalism and dignity in its dealings with the Owner, Engineer and other contractors, (c) it will assign only competent supervisors and workers to the Project, each of whom is fully qualified to perform the tasks that are assigned to him/her, and (d) it has read, understands and will comply with the terms of the Contract Documents.

13. The Contractor represents, understands and agrees that a) the Claim procedures in the Modified Standard General Conditions are material terms of the Contract Documents, b) if it has a Claim, it will have its personnel provide complete and accurate information to complete and submit the Statement of Claim form on a timely basis, c) the proper completion and timely submission of a Statement of Claim form is a condition precedent to any change in the Contract Sum or the Contract Time(s), and d) the proper and timely submission of the Statement of Claim form provides the Owner and the Engineer with necessary information so that the Owner may investigate the Claim and mitigate its damages.

#### 8.02 *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 8.02:
  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 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.
- B. The Contractor and each person signing on behalf of the Contractor certifies, and in the case of a contract by joint venture, each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices and any Alternate bid in the bid have been arrived at independently without collusion, consultation, communication or agreement, or for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Contractor; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the bid have not been knowingly disclosed by the Contractor and will not knowingly be disclosed by the Contractor prior to the bid opening, directly or indirectly, to any other Contractor who would have any interest in the Base Bid, Unit Prices or Alternate bid; (c) no attempt has been made or will be made by the Contractor to induce any other Person to submit or not to submit a bid for the purpose of restricting competition; and (d) the statements made in this Bid Form are true and correct.
- C. The Contractor will execute the form of Owner/Contractor Agreement in the form included with the Contract Documents, if a Contract is awarded on the basis of this bid, and if the Contractor does not execute the Contract Form for any reason, other than as authorized by law, the Contractor and the Contractor's Surety are liable to the Owner.

- D. The Contractor certifies that it will ensure that all of the Contractor's employees, while working on the Project site, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- E. The Contractor certifies that it is aware of and in compliance with the requirements of Ohio Revised Code Section 3517.13 regarding campaign contributions.
- F. Contractor certifies for reliance of the Owner that it has no unresolved finding for recovery against it issued by the Auditor of the State of Ohio on or after January 1, 2001, except as permitted by Section 9.24 (F) of the Ohio Revised Code.
- G. Contractor acknowledges that it is in compliance with applicable federal, state, and local laws and regulations, including, but not limited to, the following:
  - 1. Equal Employment Opportunity/Nondiscrimination. The Contractor agrees that if it is awarded a contract that in the hiring of employees for performance of work under the contract or any subcontract, neither it nor any subcontractor, or any person acting on its behalf or its subcontractor's behalf, by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform work to which the employment relates. The Contractor further agrees that neither it nor any subcontractor or any person on its behalf or on behalf of any subcontractor, in any manner, shall discriminate against or intimidate any employees hired for the performance of the work under the contract on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.
  - 2. Ethics Laws. The Contractor represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), 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, by striking out deletions and underling additions, or in the Supplementary Conditions.

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

This Agreement will be effective on **[indicate date on which Contract becomes effective]** (which is the Effective Date of the Contract).

Owner:

City of Delaware, Ohio

*(typed or printed name of organization)*

By:

*(individual's signature)*

Date:

*(date signed)*

Name: Paul J. Brake

*(typed or printed)*

Title: City Manager

*(typed or printed)*

Attest:

*(individual's signature)*

Title:

*(typed or printed)*

Address for giving notices:

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

Designated Representative:

Name:

*(typed or printed)*

Title:

*(typed or printed)*

Address:

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

Phone:

Email:

Contractor:

*(typed or printed name of organization)*

By:

*(individual's signature)*

Date:

*(date signed)*

Name:

*(typed or printed)*

Title:

*(typed or printed)*

*(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*(individual's signature)*

Title:

*(typed or printed)*

Address for giving notices:

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

Designated Representative:

Name:

*(typed or printed)*

Title:

*(typed or printed)*

Address:

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

Phone:

Email:

License No.:

*(where applicable)*

State:

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

**Exhibit A to Agreement.**

<b>Owner:</b>	City of Delaware, Ohio		
<b>Project:</b>	Hidden Valley Golf Course Stream Restoration Project	<b>Bid No.:</b>	24-12
<b>Bidder:</b>			

A	B	D	E	F	G	H
Bid Item	Item	Description	Quantity	Unit	Unit Price (\$)	Extended Price (E X G) (\$)
	1	Project Complete, Except Items 2 through 18	1	LS		
	2	Sediment and Erosion Control	1	LS		
	3	Clearing and Grubbing	1	LS		
	4	Soil Decompaction	1	LS		
	5	Wetland Microtopography/Woody Debris Habitat	1	LS		
	6	Stream Crossing Pre-Fab Bridges, installed	2	LS		
	7	Dam Removal	95	LF		
	8	Excavation	6452	CY		
	9	700 gram coir matting and stakes	1862	SY		
	10	Instream structures (toe wood)	26	EA		
	11	Instream structures (log step/riffle)	26	EA		
	12	Culverts for flood relief (12" HDPE)	200	LF		
	13	Invasive Removal	0.95	AC		
	14	Livestakes (along stream)	2700	EA		
	15	Wetland Seed Mix/Cover (short sedge meadow seed mix)	0.5	AC		
	16	Riparian Buffer/Coir Matting Seed Mix/Cover (PDQ Seed Mix)	3.2	AC		
	17	Berm/Channel Fill Seed Mix/Cover (Eco Friendly Golf Course Seed Mix)	0.4	AC		
	18	Channel Fill Seed Mix (Turf Tall Fescue) for Driving Range	1	AC		
<b>Informal Total of All Base Bid Items</b>						<b>0.00</b>



**NOTICE TO PROCEED**

Owner: City of Delaware, Ohio Owner's Project No.: 24-12  
Engineer: Public Utilities Department  
Contractor: \_\_\_\_\_  
Project: Hidden Valley Golf Course Stream Restoration Project  
Effective Date of Contract: \_\_\_\_\_

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]** pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement: **[Select one of the following two alternatives, insert dates or number of days, and delete the other alternative.]**

The date by which Substantial Completion must be achieved is **[date for Substantial Completion, from Agreement]**, and the date by which readiness for final payment must be achieved is **[date for readiness, from Agreement]**.

**[or]**

The number of days to achieve Substantial Completion is **[number of days, from Agreement]** from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of **[date, calculated from commencement date above]**; and the number of days to achieve readiness for final payment is **[number of days, from Agreement]** from the commencement date of the Contract Times, resulting in a date for readiness for final payment of **[date, calculated from commencement date above]**.

Before starting any Work at the Site, Contractor must comply with the following:

**[Note any access limitations, security procedures, or other restrictions]**

Owner: City of Delaware, Ohio  
By (signature): \_\_\_\_\_  
Name (printed): Paul J. Brake  
Title: City Manager  
Date Issued: \_\_\_\_\_

Copy: Engineer





## LEGAL AND FISCAL OFFICERS

### LEGAL OFFICER'S STATEMENT

The foregoing Agreement is approved as to form.

\_\_\_\_\_  
Natalia Harris  
City Attorney

### FISCAL OFFICER'S CERTIFICATION OF AVAILABLE FUNDS

I, Rob Alger, Finance Director, hereby certify that I am the qualified and acting fiscal officer of the City of Delaware, Ohio, and that the amount of money to wit \$XXXXXXXX required to meet the cost of the attached agreement between the City of Delaware, Ohio ("Owner") and \_\_\_\_\_ ("Contractor") for **Hidden Valley Golf Course Stream Restoration Project (24-12.)** has been lawfully appropriated for the purpose of said Agreement and the money so appropriated is on deposit (in process of collection) to the credit of the appropriate fund free from any previous encumbrances.

Date: \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Rob Alger  
Finance Director

## **PROJECT FORMS**

# CONTRACT BOND

(O.R.C. § 153.57)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned ("Contractor"), as principal, and \_\_\_\_\_, as surety, are hereby held and firmly bound unto the **City of Delaware, Ohio** ("Owner") as obligee, in the penal sum of \_\_\_\_\_ Dollars (**\$XXXXXXXX**), for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas, the above-named principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, enter into a contract with the Owner for construction of the **Hidden Valley Golf Course Stream Restoration Project, Bid No. 24-12** ("Project"), which said contract is made a part of this bond the same as though set forth herein:

Now, if the said Contractor shall well and faithfully do and perform the things agreed by the Contractor 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 materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(PRINCIPAL)

\_\_\_\_\_  
(SURETY)

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

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

Printed Name \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

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

Surety's Address: \_\_\_\_\_  
\_\_\_\_\_

Surety's Telephone Number: \_\_\_\_\_

Surety's Fax Number: \_\_\_\_\_

\_\_\_\_\_  
NAME OF SURETY'S AGENT

Surety's Agent's Address: \_\_\_\_\_  
\_\_\_\_\_

Surety's Agent's Telephone Number: \_\_\_\_\_

Surety's Agent's Fax Number: \_\_\_\_\_

**CERTIFICATE OF INSURANCE**  
**(TO BE INSERTED)**

# CONTRACTOR'S APPLICATION FOR PAYMENT

<b>Owner:</b> <u>City of Delaware, Ohio</u>	<b>Owner's Project No.:</b> <u>24-12</u>
<b>Engineer:</b> <u>City of Delaware Public Works Dept.</u>	<b>Engineer's Project No.:</b> _____
<b>Contractor:</b> _____	<b>Contractor's Project No.:</b> _____
<b>Project:</b> <u>Hidden Valley Golf Course Stream Restoration Project</u>	

**Application No.:** \_\_\_\_\_ **Application Date:** \_\_\_\_\_

**Application Period:** From \_\_\_\_\_ to \_\_\_\_\_

1. Original Contract Price	\$	-
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	-
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	-
5. Retainage		
a. <u>8%</u> X \$ - Work Completed =	\$	-
b. <u>8%</u> X \$ - Stored Materials =	\$	-
c. <u>4%</u> X Line 1 (Maximum Retainage) =	\$	-
d. Total Retainage, Lesser of (Line 5.a + Line 5.b) or Line 5.c	\$	-
6. Amount eligible to date (Line 4 - Line 5.c)	\$	-
7. Less previous payments (Line 6 from prior application)		
8. Amount due this application	\$	-
9. Balance to finish, including retainage (Line 3 - Line 4 + Line 5.d)	\$	-

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

<b>Recommended by Engineer</b>	<b>Approved by Public Utilities Director</b>
<b>By:</b> _____	<b>By:</b> _____
<b>Name:</b> _____	<b>Name:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____
<b>Approved by Funding Agency</b>	
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____



**FIELD ORDER NO.: [Number of Field Order]**

Owner: City of Delaware, Ohio Owner's Project No.: 24-12  
Engineer: Public Utilities Department Engineer's Project No.:  
Contractor: Contractor's Project No.:  
Project: Hidden Valley Golf Course Stream Restoration Project  
Contract Name:  
Date Issued: Effective Date of Field Order:

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

**Reference:**

Specification Section(s):

Drawing(s) / Details (s):

**Description:**

**[Description of the change to the Work]**

**Attachments:**

**[List documents supporting change]**

**Issued by Engineer**

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

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

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



**WORK CHANGE DIRECTIVE NO.: [No. of Work Change Directive]**

Owner: City of Delaware, Ohio Owner's Project No.: 24-12  
Engineer: Public Utilities Department. Engineer's Project No.:  
Contractor: Contractor's Project No.:  
Project: Hidden Valley Golf Course Stream Restoration Project  
Contract Name:  
Date Issued: Effective Date of Work Change Directive:

Contractor is directed to proceed promptly with the following change(s):

Description:

**[Description of the change to the Work]**

Attachments:

**[List documents related to the change to the Work]**

Purpose for the Work Change Directive:

**[Describe the purpose for the change to the Work]**

Directive to proceed promptly with the Work described herein, prior to agreeing to change in Contract Price and Contract Time, is issued due to:

Non-agreement on pricing of proposed change.  Necessity to proceed for schedule or other reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price: \$ \_\_\_\_\_ **[increase] [decrease] [not yet estimated].**

Contract Time: \_\_\_\_\_ days **[increase] [decrease] [not yet estimated].**

Basis of estimated change in Contract Price:

Lump Sum  Unit Price  Cost of the Work  Other

**Recommended by Engineer**

**Authorized by Owner**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Paul J. Brake  
\_\_\_\_\_  
City Manager  
\_\_\_\_\_  
\_\_\_\_\_

## CHANGE PROPOSAL NO.: [Number of Change Proposal]

Owner:	City of Delaware, Ohio	Owner's Bid No.: 24 – 12
Engineer:	Public Utilities Department.	Engineer's Project No.:
Contractor:		Contractor's Project No.:
Project:	Hidden Valley Golf Course Stream Restoration Project	
Contract Name:		
Date of Change Proposal:	Date of Event Giving Rise to Change Proposal:	

The Contractor submits this Change Proposal in accordance with Paragraph 11.09 of the General Conditions:

Description:

**[Description of the proposed change proposal]**

Attachments:

**[List documents related to the change proposal]**

Proposed Change in Contract Price	Proposed Change in Contract Time
<b>[Increase] [Decrease]</b> of this Change Proposal: \$ _____	<b>[Increase] [Decrease]</b> this Change Proposal: Substantial Completion: <b>[Number]</b> days Ready for final payment: <b>[Number]</b> days

### Submitted by Contractor

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

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

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



**Engineer's Review and Action**

Pursuant to Paragraph 11.09 of the General Conditions, the Engineer has reviewed the Change Proposal and takes the following action:

	Approve in Whole;		Deny in Whole; or		Approve and Deny in Part
--	-------------------	--	-------------------	--	--------------------------

Description of Review:

**[Description Engineer's Review]**

Description of Action:

**[Description of Engineer's Action]**

**Engineer's Review**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

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

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



**Recommended by Engineer**

**Authorized by Contractor**

Signed: \_\_\_\_\_  
Name: Blake Jordan  
Title: Director of Public Utilities  
Date: \_\_\_\_\_

**Authorized by Owner**

Signed: \_\_\_\_\_  
Name: Paul J. Brake  
Title: City Manager  
Date: \_\_\_\_\_

Approved by Public Works Director:

Signed: \_\_\_\_\_  
Name: William L. Ferrigno, PE  
Title: Public Works Director, City Engineer  
Date: \_\_\_\_\_

Approved as to form:

Signed: \_\_\_\_\_  
Name: Natalia Harris  
Title: City Attorney  
Date: \_\_\_\_\_

Finance Director's Certification:

It is hereby certified there is a balance to the credit of the proper appropriation or fund to meet the expenditure covered by this Change Order:

Signed: \_\_\_\_\_  
Name: Rob Alger  
Title: Finance Director  
Date: \_\_\_\_\_

**STATEMENT OF CLAIM FORM**  
**CLAIM NO.: [Number of Claim]**

Owner:	City of Delaware, Ohio	Owner's Bid No.:	24-12
Engineer:	Public Utilities Department	Engineer's Project No.:	
Contractor:		Contractor's Project No.:	
Project:	Hidden Valley Golf Course Stream Restoration Project		
Contract Name:			
Date Written		Date of Event Giving Rise to	
Claim Given:		Claim:	

1. The **[Contractor][Owner]** submits this Claim in accordance with Paragraph 12.01 of the General Conditions
  
2. Type of dispute subject to the Claims process set forth in Article 12, paragraph 12.01.A:  
**[Reference to applicable portion of paragraph 12.01.A]**
  
3. General Description of Claim:  
**[Description of the proposed change proposal]**
  
4. Contract Documents. Provide reference to the parts or provisions of the Contract Documents upon which the Claim is based:  
**[List references to Contract Documents, including drawings if applicable]**
  
5. Delay Claims:
  - 5.1 Date Delay Commenced: \_\_\_\_\_
  - 5.2 Expected Duration of the Delay: \_\_\_\_\_
  - 5.3 Apparent cause of the delay and part of critical path affected:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  - 5.4 Expected impact of the delay and recommendations for minimizing such impact:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
6. Compensation. Set forth in detail all additional compensation to which the party bringing the Claim believes it is entitled to with respect to this Claim:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
7. Instructions for Completing the Statement of Claim Form ("Instructions"). The Instructions are incorporated in this form.

8. Truth of Claim. By submitting this claim, the Contractor and its representative certify that after conscientious and thorough review and to the best of his or her knowledge and belief a) the Contractor has complied fully with the Instructions, b) the information in this State of Claim is accurate, c) the Contractor is entitled to recover the compensation in paragraph 7, and d) the Contractor has not knowingly presented a false or fraudulent claim. The Contractor by its authorized representative must acknowledge this Statement of Claim before a notary public.

Contractor: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

State of \_\_\_\_\_,

County of \_\_\_\_\_, ss:

\_\_\_\_\_ first being sworn, states that after conscientious and thorough review, the statements made in attached Statement of Claim Form are complete and true to the best of his or her knowledge and belief.

\_\_\_\_\_

Sworn to before me a notary public by \_\_\_\_\_ on \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Notary Public

## INSTRUCTIONS FOR COMPLETING THE STATEMENT OF CLAIM FORM

1. Completing the Statement of Claim Form ("Claim Form") is a material term of the Contract. The Claim Form tells the Owner and Engineer that the Contractor is making a Claim and that they need to act promptly to mitigate the effects of the occurrence giving rise to the Claim. The Claim Form also provides them with information so that they can mitigate such effects. The Contractor acknowledges that constructive knowledge of the conditions giving rise to the Claim through job meetings, correspondence, site observations, etc. is inadequate notice, because knowledge of these conditions does not tell the Owner and Engineer that the Contractor will be making a Claim and most often is incomplete.
2. If the space provided in the Claim Form is insufficient, the Contractor, as necessary to provide complete and detailed information, must attach pages to the Claim Form with the required information.
3. Paragraph 1. Indicate the party bringing the Claim, whether it be the Owner or Contractor.
4. Paragraph 2. Reference paragraph 12.01.A of the General Conditions to describe the type of dispute resulting in the Claim.
5. Paragraph 3. The Contractor must state what it wants, *i.e.*, time and/or compensation, and the reason why it is entitled to time and/or compensation.
6. Paragraph 4. The Contractor must identify the exact provisions of the Contract Documents it is relying on in making its Claim. For example, if the Claim is for a change in the scope of the Contractor's Work, the Contractor must identify the specific provisions of the Specifications, and the Plan sheets and details that provide the basis for the scope change.
7. Paragraph 5. This paragraph applies to delay claims, including delays that the Contractor believes result in constructive acceleration. The Contractor must identify the cause of the delay, party or parties responsible, and what the party did or did not do that caused the delay, *i.e.*, specific work activities. The Contractor acknowledges that general statements are not sufficient, and do not provide the Owner with sufficient information to exercise the remedies available to the Owner or to mitigate the effects of the delay. For example, if the Contractor claims a slow response time on submittals caused a delay, the Contractor must identify the specific submittals, all relevant dates, and then show on the applicable schedule, by circling or highlighting, the activities immediately affected by the delays. Also for example, if the Contractor claims it was delayed by another Contractor, the Contractor must identify the delaying Contractor, specifically what the delaying Contractor did or did not do that caused the delay, and then show the applicable schedule, by circling or highlighting, the activities immediately affected by the delays. Further by example, if the Contractor seeks an extension of time for unusually severe weather, the Contractor must submit comparative weather data along with a record of the actual weather at the job site and job site conditions.
8. Paragraph 5.4. Time is of the essence under the Contract Documents. If there is a delay, it is important to know what can be done to minimize the impact of the delay. It therefore is important that the Contractor provide specific recommendations on how to do so.
9. Paragraph 6. The Contractor must provide a specific and detailed breakdown of the additional compensation it seeks to recover. For future compensation, the Contractor shall provide its best estimate of such compensation.
10. Paragraph 7 and Acknowledgment. By submitting this Claim, the Contractor and its representative certify that after conscientious and thorough review and to the best of his or her knowledge and belief a) the Contractor has complied fully with the Instructions, b) the information in this Claim Form is accurate, c) the Contractor is entitled to recover the compensation in paragraph 6, and d) the Contractor has not knowingly presented a false or fraudulent claim. The Contractor by its authorized representative must acknowledge this Statement of Claim before a notary public.

End of Instructions







## **CONDITIONS OF THE CONTRACT**

**MODIFIED STANDARD GENERAL CONDITIONS  
OF THE CONSTRUCTION CONTRACT**

**Prepared By**



**Endorsed By**



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**STANDARD GENERAL CONDITIONS  
OF THE CONSTRUCTION CONTRACT**

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# **MODIFIED STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT**

These Modified Standard General Conditions of the Construction Contract have been modified from the original EJCDC C-700 Standard General Conditions of the Construction Contract. Text added to the standard general conditions are indicated by "underlined text". Text deleted from the standard general conditions are indicated by "~~strikethrough text~~". In addition to the modifications included herein, the Supplementary Conditions of the Construction Contract are in effect as included in the Contract Documents.

## **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 document prepared by Contractor, in a form acceptable to Engineer, to request 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~~ Notice to Bidders 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; 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; 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.
- 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.
- c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
- d. 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), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations 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 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. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. *Engineer*—The individual or entity named as such in the Agreement.
23. *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.
24. *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.
  - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
  - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
  - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *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.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *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.

30. *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.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor’s plan to accomplish the Work within the Contract Times.
32. *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.
33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *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.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *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.
37. *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.
38. *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 or areas furnished by Owner which are designated for the use of Contractor.
39. *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.
40. *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.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other

such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

42. *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 of such Work. Substantial Completion is further defined as (i) that degree of completion of the Project's operating facilities or systems sufficient to provide Owner the full time, uninterrupted, and continuous beneficial operation of the Work; and (ii) all required functional, performance and acceptance or startup testing has been successfully demonstrated for all components, devices, equipment, and instrumentation and control to the satisfaction of Engineer in accordance with the requirements of the Specifications.
43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, 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.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
  - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
  - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or

systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

- 48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
- 49. *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.
- 50. *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 Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: 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*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - 1. does not conform to the Contract Documents;
  - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
  - 3. 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 Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word “furnish,” when used in connection with services, materials, or equipment, means 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, means 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, means 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. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.

G. 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 Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- ~~C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), 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~~ one printed copy of the Contract (including one fully signed 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 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. For lump sum work only, 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. The total of the schedule of values prepared for the Work, as required by the General Conditions, shall not exceed the Bid submitted for the Work, unless such amount is adjusted as provided in the Contract Documents.

#### 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 *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 the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will 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. Once approved by the Engineer, the Contractor will not change the allocation of the Contract Price to the component parts of the Work without the Engineer's written approval. The Engineer thereafter may from time to time require the Contractor to adjust such schedule if the Engineer determines it to be in any way unreasonable or inaccurate. The Contractor then shall adjust the schedule of values as required by the Engineer within ten (10) days.
4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

#### 2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents 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 Electronic Documents.

### **ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

#### 3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will 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.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will 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.
- G. Nothing in the Contract Documents creates:
  - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
  - 2. 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.

### 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, means 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, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer 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 or Engineer 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 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 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 or Contractor failed to perform its obligations under the Instructions to Bidders.
4. In addition to its obligations under the Instructions to Bidders, if Contractor proceeds with work that Contractor had actual knowledge or should have known that a conflict, error, ambiguity, or discrepancy existed as indicated above, correction of work constructed without such notification to Engineer shall be at Contractor's expense, (except in an emergency as authorized by Paragraph 7.15.A.).

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 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).
2. Within the Contract Documents, requirements of the Agreement shall take precedence over the General Conditions and Supplementary Conditions, which shall take precedence over the Specifications, which shall take precedence over the Drawings.
3. Within a particular Contract Document, figure dimensions on Drawings shall take precedence over general Drawings. Specific instructions or specifications shall take precedence over general instructions or specifications.

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 in writing 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.

- 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 notify Owner and Contractor in writing 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 versions, 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 precludes 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 30th 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 60th day after the day of Bid opening or the 30th 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 may 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 must 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 will 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.
- C. The Progress Schedule shall be prepared in Critical Path Method (CPM) format unless agreed otherwise by the Owner. The Progress Schedule is for the purpose of coordinating the timing, phasing, and sequence of the Work of the Contractor and shall not change or modify the date of Substantial Completion. The date for Substantial Completion shall only be changed or modified by Change Order.
- D. The Contractor shall update the Progress Schedule each month.
- E. The Progress Schedule shall be manpower loaded and shall include a schedule of the submission of Shop Drawings, Product Data and Samples.
- F. The Contractor shall, on a weekly basis, prepare and submit to the Engineer a written report describing the activities begun or finished during the preceding week, Work in progress, expected completion of the Work, a look-ahead projection of all activities to be started or finished in the upcoming two (2) weeks, including without limitation the Contractor's workforce crew size and total resource hours associated with such Work and any other information requested by the Engineer.
- G. The float in the Progress Schedule and any updates to it shall belong to the Owner. Float shall mean the amount of time by which activities may be delayed without affecting the Contract Date for Substantial Completion.
- H. The Contractor's obligation to furnish requested scheduling information is a material term of its Contract. If the Contractor fails to furnish requested scheduling information in writing within five (5) days of a request for such information from the Design Professional or Owner,

the Contractor shall pay and the Owner may withhold from the Contractor Liquidated Damages at the rate of Fifty Dollars (\$50.00) a day for each calendar day thereafter that the Contractor fails to furnish the requested information.

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 Contract Price or 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. Such an adjustment will 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 third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
  - 4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
  - 1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
  - 2. Contractor shall not be entitled to an adjustment in Contract Price 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. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
  - 3. Notice of Delays. As a condition precedent to any increase in the Contract Price and/or Contract Times, the Contractor shall give the Owner and the Engineer verbal notice of any delay affecting its Work within two (2) business days of the commencement of the delay. In addition and also as a condition precedent to any increase in the Contract Price and/or Contract Times, the Contractor shall give the Owner and Engineer written notice of the delay within ten (10) business days of the commencement of the delay

with specific recommendations about how to minimize the effect of the delay. The written notice of the delay shall conspicuously state that it is a "NOTICE OF DELAY." A notice of a delay shall not constitute the submission of a Claim. Contract Times shall only be changed as provided in the Agreement. The Contractor acknowledges and agrees that these notice provisions are material terms of the Contract Documents and give the Owner the opportunity to take action to minimize the cost and/or effect of delays.

3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
  2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
  3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
  4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
  5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

- F. 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, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses 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.

## **ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

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

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing 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. Upon reasonable request, Owner shall furnish Contractor with a Notice of Commencement prepared for the Project, conforming to the provisions of Ohio Revised Code Section 1311.252.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, or to improvements, structures, utilities, or similar facilities located at such adjacent lands 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. Contractor shall not enter upon nor use property not under Owner control until appropriate easements have been executed and a copy is on file at the project.
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 7.13, 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 in a court of competent jurisdiction; 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 or alleged to have been 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 will 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 of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
  - 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
  - 3. Technical Data contained in such reports and drawings.
  - 4. It is possible that there may be other reports, and/or tests of subsurface conditions at or contiguous to the Site not prepared by or on behalf of Owner. The Owner makes no representation about such reports and/or tests, assuming they exist.
- B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. *Reliance by Contractor on Technical Data*: 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 Paragraph 1.01.A.46.b.
- D. *Limitations of Other Data and Documents*: 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;
  - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
  - 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information. For example, all interpolations and extrapolations of data performed by Contractor to estimate locations or quantities of subsurface strata are independent factual assumptions which Owner does not warrant.

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:
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;
  2. is of such a nature as to require a change in the Drawings or Specifications;
  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, as a condition precedent to any increase in the Contract Price and/or an extension of the Contract Times shall, promptly within 48 hours 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 whether it is necessary for Owner to obtain 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; 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. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, 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 subject to the provisions of Paragraphs 4.05.D and 4.05.E.
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 or should have known 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;
  - 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 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, then any such adjustment will 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, 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.

F. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities*: Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations including protecting all Underground Facilities in a manner at least as cautious and protective of safety and of underground facilities as those methods identified in Ohio Revised Code Sections 3781.25 and 3781.30.;
  3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
  4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
  5. 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 on the Drawings, or was not shown or indicated on the Drawings 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), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
  2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
  3. obtain any pertinent cost or schedule information from Contractor; 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
  4. 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. When the Engineer is an entity within the Owner's organization, the Engineer may issue this statement to Contractor.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's

issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, 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. 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;
  - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
  - c. 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, then any such adjustment will 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, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

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

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; 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 on the accuracy of the

Technical Data as defined in Paragraph 1.01.A.46.b. 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;
  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, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor,

or any costs or expenses incurred in response to the Hazardous Environmental Condition, 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. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

- 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, 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 obligates 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 obligates 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 Contractor's obligations under the Contract. These bonds must 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 terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.~~ Contractor shall furnish a Contract Bond in the amount of the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. Such bond shall be in the form that meets the requirements of the Ohio Revised Code. If the Contractor submitted a combined Bid Guaranty and Contract Bond with its bid for the Work, that form of Bond shall satisfy the Contractor's requirement to provide a Contract Bond. Contractor shall also furnish any other bonds as are required by the Contract Documents.

- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury and meet the other requirements of the Contract Documents. 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 must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. 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.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.
- I. *Material Default or Termination.* If the Owner notifies the Contractor's surety that the Contractor is in material default, the surety will complete its investigation of the claimed material default within 21 days. The surety is advised to start looking for a replacement contractor upon notice of material default. As part of its investigation, the surety shall promptly visit the offices of the Contractor, Engineer, and Owner to inspect and copy the available Project records. The Owner, Engineer, and Contractor, upon written request by the surety, shall make such records available during regular business hours for such inspection and copying. The Owner and Engineer's making such records available as



provided herein shall satisfy the Owner's obligation to the surety to furnish documents for the investigation. The surety will provide the Owner with the results of its investigation, including any written report or documents.

If the Owner terminates the Contract and the surety proposes to takeover the Work, the surety shall do so no later than the later of the expiration of the 21-day investigation period or 10 days after the date the Owner terminates the Contract, whichever is later. If the Owner terminates the Contract, and the surety proposes to provide a replacement contractor, the replacement contractor shall be fully capable of performing the Work in accordance with the Contract Documents. If the Contractor is terminated for cause, the replacement contractor shall not be the Contractor or a contractor comprised of mostly Contractor's employees, unless the Owner agrees in writing. In the event the Surety takes over the Project, the surety's obligation shall not be limited to the penal sum of the Bond.

If the surety does not propose an acceptable contractor as required by this Paragraph 5.01.D, the Owner may complete the Work by such means as it deems appropriate. In the event the Owner agrees to accept a replacement contractor, the replacement contractor shall furnish its own bond for the replacement contractor's scope of work, and neither the Contractor nor the surety shall be relieved of their obligations under the Contract Documents.

This paragraph is in addition to any other rights of the Owner under the Contract Documents and is not intended to create any rights of the surety, including but not limited to the right to take over the Contractor's obligations.

In the event of the Contractor's termination and if the surety does not takeover the Work as provided in this Paragraph 5.01.D., the Owner may take possession of and use all materials, facilities and equipment at the Project Site or stored off-site for which Owner has paid in whole or in part.

## 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. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages 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, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- ~~E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages 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, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.~~
- F. 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, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- ~~G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. 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.~~
- H. Contractor shall require:
1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
  2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain 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.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) 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 will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, 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 and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
  - 1. include at least the specific coverages required;
  - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
  - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, 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;
  - 4. apply with respect to the performance of the Work, whether such performance is 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; and
  - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
  - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other 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 Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- 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 advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. 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 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer 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.
1. 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, risks, 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 individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater 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.
  2. None of the above waivers extends 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. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, 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, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. 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 all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights 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 insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract 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 fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 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 6.04 shall maintain such proceeds in a segregated account, and 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, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

**ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES**

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *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.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *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 maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. 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 will 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.
- D. Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if 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. For the purposes of overtime pay or other expenses incurred by the Owner referenced in this paragraph, overtime shall be considered as Contractor's work in excess of 40 hours in a week.

7.04 *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 must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will 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. Contractor warrants that all materials and equipment for which Contractor has primary responsibility for choosing are suitable and fit for the intended use of such materials and equipment and are free from defects in material, workmanship or design. The foregoing applies whether the materials or equipment are specified in the Contract Documents or not.
- C. All materials and equipment must 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.

## 7.05 "Or Equals"

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, 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 equipment or material, or items from other proposed Suppliers, under the circumstances described below.
1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
      - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      - 2) 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) has a proven record of performance and availability of responsive service; and
      - 4) is not objectionable to Owner.
    - b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
      - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
      - 2) the item 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 will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.



- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an “or-equal” item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

- A. *Contractor’s Request; Governing Criteria*: Unless the specification or description of an item of equipment or material 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 equipment or material under the circumstances described below. To the extent possible such requests must 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 equipment or material from anyone other than Contractor.
  2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.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 equipment or material that Contractor seeks to furnish or use. The application:
    - a. will 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 the item specified; and
      - 3) be suited to the same use as the item 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 the item specified; and
      - 2) available engineering, sales, maintenance, repair, and replacement services.
    - d. will 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 will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

#### 7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers 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 or Supplier 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 5 days.

- E. Owner may require the replacement of any Subcontractor or Supplier. 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 or Suppliers 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 or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- ~~F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.~~
- F. If Owner or Engineer after due investigations has reasonable objections to any proposed Subcontractor, Supplier, or other individual or entity, either may request Contractor submit an acceptable substitute without an increase in Contract Price.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will 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 solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *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 an 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 will be disclosed 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.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. 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.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.
- B. Materials purchased for use or consumption in connection with the proposed Work will be exempt from the State of Ohio Sales Tax, as provided in Section 5739.02 of the Ohio Revised Code, and also from the State of Ohio Use Tax, as provided in Section 5741.01 of the Ohio

Revised Code. The Owner will provide the Contractor with a Construction Tax Exempt Certificate upon request, made through the Engineer.

- C. Purchases by the Contractor of expendable items, such as form lumber, tools, oil, greases, fuel, or equipment rentals, are subject to the application of Ohio Sales or Use Taxes.
- D. Contractor shall withhold any income taxes due to the City of Delaware for wages, salaries and commissions paid to its employees for work done under this Agreement and further agrees that any of its subcontractors shall, by the terms of its subcontract, be required to withhold any such income taxes due for work performed under this Agreement.

#### 7.11 *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. 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 is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written 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 written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.
- D. Prevailing Wage Rates. Each laborer, worker, or mechanic employed by Contractor, Subcontractor, or other persons performing Work on the Project shall be paid not less than the applicable prevailing rate of wages pursuant to Ohio Revised Code Chapter 4115.

#### 7.12 *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.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs. Contractor shall keep at the Site at all times during the progress of the Work as required by law a competent person to comply with OSHA trenching and excavation requirements. The competent person shall be one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions that are unsanitary, hazardous or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.
- C. 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.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.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).
- E. 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.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that 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.

- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. 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.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will 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.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as 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 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 by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
  - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determine and verify:
    - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
    - 2) 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

- 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
    - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
  2. Each Shop Drawing or Sample must 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 Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
    - a. Contractor shall submit the number of copies required in the Specifications.
    - b. Data shown on the Shop Drawings must 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.C.
  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.C.
  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. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. 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, comply with the requirements of 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 will 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 or other appropriate Contract modification.
  5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 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, will 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 or Sample will 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.C.4.
- D. *Resubmittal Procedures for Shop Drawings and Samples*
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 Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
  3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
    - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
    - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
    - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
    - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
  2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

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 is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
  1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
  2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  1. abuse, or improper modification, 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.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is

not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:

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. The end of the correction period established in Paragraph 15.08;
  8. Any inspection, test, or approval by others; or
  9. Any correction of defective Work by Owner.
- E. 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 will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.
- D. Upon final payment, the Contractor must assign and transfer to Owner all guarantees, warranties and agreements from and with all contractors, subcontractors, vendors, suppliers, and manufacturers regarding their performance, quality of workmanship, or quality of materials supplied in connection with the work. Contractor represents and warrants that all such guarantees, warranties, and agreements will be in place and enforceable by the Owner in accordance with their terms. The Owner, however, will not assume through any assignment or transfer required under this subparagraph any of the Contractor's payment obligations to any entities.

#### 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, defend, and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (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 from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage 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 will 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.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
  - 1. Checking for conformance with the requirements of this Paragraph 7.19;
  - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
  - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

## 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 third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. 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.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, 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.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

### 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 for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, 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. 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 will 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, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will 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 or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- 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.
1. 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 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 8.03.B.
  2. 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 Contractor.
- C. 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 will 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 (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 10.07. 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 *Resident 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 the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *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.

10.06 *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.

10.07 *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, will 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 Contractor under 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 10.07 also apply to the Resident Project Representative, if any.

#### 10.08 *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 of which Engineer has been informed.

### **ARTICLE 11—CHANGES TO THE CONTRACT**

#### 11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that 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, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

#### 11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
  - 1. Changes in 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 11.05, (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 that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.
  - C. The agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including, but not limited to, all direct, indirect and cumulative costs associated with such change and any and all adjustments to the Contract Sum and the Date for Substantial Completion.

#### 11.03 *Work Change Directives*

- A. 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 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
  1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
  2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

#### 11.04 *Field Orders*

- A. 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.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

#### 11.05 *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. Changes involving

the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.

- B. Such changes in the Work 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 must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates 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.

#### 11.06 *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.C.2.

#### 11.07 *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 must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must 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);
  - 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 11.07.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 11.07.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will 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 will be 15 percent;
    - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 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 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.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 5 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 will be no greater than ~~27~~ 25 percent of the costs incurred by the Subcontractor that actually performs the Work;
- d. No fee will 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 of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
- f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *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 must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data*: 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.
  - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
  - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must 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.

3. *Engineer's Initial Review*: Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
  4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must 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.
  5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *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 in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

#### 11.10 *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. Failure to provide notice to the surety of any such change shall not exonerate the surety from its obligations under the bond.

### ARTICLE 12—CLAIMS

#### 12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor are subject 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;
  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; and
  4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- 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 rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, 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.
1. As a condition precedent to a change in the Contract Price or the Contract Times, the party submitting a Claim shall do so utilizing the Statement of Claim Form, a copy of which form is a Contract Document, to the Engineer and the Owner. The Contractor's failure to deliver a fully completed Statement of Claim form shall be an irrevocable waiver of Contractor's right to any form of additional compensation, be it in time or money, arising out of the Claim or the circumstances underlying the Claim. Further, the Contractor's obligation to deliver a fully completed Statement of Claim form within the prescribed time period is a material term of the Contract Documents and provides the Owner with the opportunity to mitigate its damages.
- 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 will be stated in writing and submitted to the other party, with a copy to Engineer.

1. Claim Documentation: Within ten (10) days of written request from the Owner, Contractor shall make available to Owner or its representative any books, records, or other documents in its possession or to which it has access, including but not limited to Contractor's daily logs/reports, original estimates of Work and applicable agreements, correspondence with subcontractors and suppliers, internal correspondence (including e-mail), accounting records, and other information from which the Contractor's costs may be derived. To the extent permitted by law, the Owner shall keep the Project accounting records and estimate for the Project confidential. As requested by the Owner, the Contractor shall provide such documents and information in paper copies and/or computer format (including the format of the Contractor's accounting software and/or ASCII format). The Contractor's provision of the requested documents and information shall be a condition precedent to any further proceeding under the Contract Documents or to payment of an Application for Payment.

Failure to provide the requested documents shall be a material breach of the Contract, and Contractor shall indemnify Owner for all of Owner's 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 Contractor's failure to comply with this provision. If the Contractor fails to provide the requested documents, the Contractor shall be precluded from presenting such documents in any subsequent dispute resolution proceedings, if the data was reasonably available at the time of the request.

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 will 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 will 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 will 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 will 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 will 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 will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.
- H. *False or Fraudulent Claim*. The Contractor shall not knowingly present or cause to be presented to the Owner a false or fraudulent Claim. Knowingly shall have the same meaning as in Section 3729(b) USC of the Federal False Claims Act. If the Contractor knowingly presents or causes to be presented a false or fraudulent Claim, then the Contractor shall be liable to the Owner for the same civil penalty and damages as the United States Government would be entitled to recover under such Section 3729(a) USC and shall also indemnify and hold the Owner harmless from all costs and expenses, including Owner's attorneys' and consultants' fees and expenses incurred in investigating and defending against such Claim and in pursuing the collection of such penalty, damages and fees and expenses.

## **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. When needed 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 will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will 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 in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, 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, will 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 accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will 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, which 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 will 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 or retained for services specifically related to the Work.
5. Other costs consisting of 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, 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.
    - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
  - c. *Construction Equipment Rental*
    - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.

- 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs. The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of [the Associated Equipment Distributors' Green Book].
    - a. For purposes of this paragraph, "small tools and hand tools" means any tool or equipment whose current price if it were purchased new at retail would be less than \$1,000.
  - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on 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, must cease to accrue when the use thereof is no longer necessary for the changed 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 builder's risk or other property insurance established in accordance with Paragraph 6.04), 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 include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will 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 does not include any of the following items:
1. Payroll costs and other compensation of Contractor's officers, executives, principals, general 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. The cost of purchasing, renting, or furnishing small tools and hand tools.
3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
5. 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.
6. Expenses incurred in preparing and advancing Claims.
7. 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*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
  - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
  - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
    - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
    - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

### 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 for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's 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 for Work covered by allowances, and the Contract Price will 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, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.
- E. Unit Price Work for which a typical cross section or other detail from the Contract Documents applies shall be paid only up to the quantity determined by using the dimensions provided in the typical section or detail. By way of example, this provision means that if a typical trench width detail in the Drawings shows a maximum width of 30-inches, all pay quantities associated with the actual work of constructing the detail shall be calculated using a trench width not greater than 30-inches. This means that the actual pay quantity could also be less than that based upon a 30-inch wide trench, if the actual trench width is

smaller and otherwise in conformance with the Contract Documents, but the Contractor would not be paid more if the actual trench width exceeds 30 inches. Contractor is responsible for determining what actual trench width may be required due to field conditions and applicable laws and regulations existing at the time of its bid.

F. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
  - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
  - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

**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 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 with such procedures and programs 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. All Work is subject to testing to indicate compliance with Contract Document requirements. Duplicate copies of test results of all tests required shall be submitted to Engineer. Testing laboratories are subject to the approval of Engineer.
- 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 will be governed by the provisions of Paragraph 14.05. Tests and inspection of Work may also be performed by the Owner or Engineer as a basis for acceptance of the Work.
- 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 will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities licensed or certified in accordance with Laws and Regulations and applicable state and local statutes and acceptable to Owner and Engineer. In the event that state license or certification is not required, testing laboratories or agencies shall meet the following applicable requirements:

1. "Recommended Requirements for Independent Laboratory Qualification," published by the American Council of Independent Laboratories.
  2. Basic requirements of ASTM E329, "Standard Specification for Agencies Engaged in the Testing and/or Inspection of Materials used in Construction" as applicable.
  3. Calibrate testing equipment at reasonable intervals by devices of accuracy traceable to either the National Institute of Standards and Technology or accepted values of natural physical constants.
- 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 will 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.
- G. Samples required for testing shall be furnished by Contractor at no cost to Owner. In the event that completed Work does not conform to specification requirements during the initial test, the Work shall be corrected and retested for conformance. The entire cost of retesting completed Work shall be borne by Contractor. This shall include the extra cost for inspection to Owner which will be deducted from the final amount due Contractor.

#### 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 written 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, and so as not to delay the Project, 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 will 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, 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 will 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 defective Work as required by Engineer, then Owner may, after 7 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 for 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. Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor on a monthly basis and accompanied by such supporting documentation as is required by the Contract Documents. Unless agreed to otherwise by the Owner in writing, the Application for Payment shall be submitted on the Application for Payment form included in the Contract Documents and shall include Work completed in a period ending on a Saturday. An Application for Payment shall be submitted not more than once a month.

- ~~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.~~

2. 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 must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) 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.

- a. Payment for off-site storage is normally reserved for sensitive or large pieces of equipment that in Engineer's opinion would not be practical to store on site. Payment for materials and equipment not incorporated in the Work but stored off-site must be agreed to by the Owner prior to the Application for Payment. Contractor shall reimburse Owner the cost of inspecting off-site stored items. When off-site storage is approved, Contractor shall provide insurance certifications and documentation of ownership to Owner.

- ~~3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by~~

~~Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment. Beginning with the second Application for Payment, each Application shall include Contractor's Affidavit with List of Subcontractors and Suppliers with Amounts Withheld; including a certification that Contractor has paid all of its subcontractors and suppliers who were due to be paid with the proceeds of the prior Application for Payment, all using the form provided by Owner and included in the Project Manual.~~

4. 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;

- b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; 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 (30) ~~Ten~~ 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. The date payment is due will be with respect to the date of the Owner's check, not physical receipt of the payment by the 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 based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from 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;
    - 1) Extra charges or engineering costs related to submittal reviews shall be considered for submittal reviews in excess of two reviews by Engineer for substantially the same submittal;
  - 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 has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
  - j. Liquidated or other 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; or
  - l. Costs incurred by Owner resulting from overtime worked by Contractor in accordance with Paragraph 7.03.D.; or
  - m. Other items entitle 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 will 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 will be treated as an amount due as determined by Paragraph 15.01.D.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 7 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.
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, will 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 this Article 15.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will 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 7 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.
1. The time fixed by the Engineer for the completion of all punch list items accompanying the Certificate of Substantial Completion shall not be greater than forty-five (45) days. The Contractor shall complete all items on the list within such 45-day period. If the Contractor fails to do so, the Owner in its discretion may perform the Work by itself or

others and the cost thereof shall be charged to the Contractor. The Contractor irrevocably designates the Owner as the Contractor's attorney-in-fact to execute a Change Order deducting such cost from the balance of the Contract Price and also any additional costs or expenses incurred by the Owner arising out of or related to the failure of the Contractor to complete such items, including but not limited to attorneys', consultants', and Engineer's fees. The Contractor's warranties under the Contract Documents shall remain in full force and effect and cover any remedial Work, even if performed by others. If more than one inspection by the Engineer for purposes of evaluating corrected Work is required, it will be performed at the Contractor's expense.

- 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 15.03.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 6.04 regarding builder's risk or other property insurance.
  5. Owner may at any time request Contractor in writing to permit Owner to take over operation of any part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer, and within a reasonable time thereafter, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If Contractor does not object in writing to

Owner and Engineer that such part of the Work is not ready for separate operation by Owner, Engineer will finalize the list of items to be completed or corrected and will deliver such lists to Owner and Contractor together with a written recommendation as to the division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, maintenance, utilities, insurance, warranties, and guarantees for that part of the Work which will become binding upon Owner and Contractor at the time when Owner takes over such operation (unless they shall have otherwise agreed in writing and so informed Engineer). During such operation and prior to Substantial Completion of such part of the Work, Owner shall allow Contractor reasonable access to complete or correct items on said list and to complete other related Work.

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 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must 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 duly pending Change Proposals and Claims; 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.~~
  - e. a Contractor's Waiver and Release Agreement for itself as of the date of the Final Application for Payment and Subcontractors – Suppliers Waiver and Release Agreements for each of its Subcontractors and Suppliers as of the date of the Final Application for Payment.
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.

4. Prior to final payment and in accordance with ORC 4115.07, Contractor and its Subcontractors shall each file with Owner an affidavit certifying their compliance with ORC 4115.03 to ORC 4115.16 regarding prevailing wages.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* 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 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will 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. 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. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *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 and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

#### 15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- 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 as a Claim, 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 Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect 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 adjacent areas;
  - 2. correct such defective Work;
  - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, 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 from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, 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 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). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. 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.
- E. 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.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to 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 directly attributable to any such suspension. Any Change Proposal seeking such adjustments must 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) 10 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) written notice that the Contract is terminated at which time such termination shall be effective; 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 7 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 will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

#### 16.03 *Owner May Terminate for Convenience*

- A. Upon 7 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. Such termination shall be effective as of the date stated in the written notice. 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~~ compensation as set forth in the schedule of values or Bid Form in the case of unit prices;
  - 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 for any loss of anticipated profits or revenue, post-termination overhead costs, 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 7 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, 7 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, pursuant to Article 12; and
  - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise 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;
  - 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 requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
  - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
  - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
  - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

### **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 will not constitute a waiver of that provision, nor will 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 of the Contract or 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 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party 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.

18.09 *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.

18.10 *Headings*

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

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

## SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



Endorsed By



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# SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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# SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

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—for example, "Paragraph SC-4.05."

## ARTICLE 1—DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

SC 1.01 Add the following to Paragraph 1.01.A:

51. Design Professional – The individual or entity named as such in the Agreement.

## ARTICLE 2—PRELIMINARY MATTERS

### 2.02 *Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor **[one]** printed copy of the Contract Documents (including one fully signed counterpart of the Agreement), and **[one copy] [none]** in electronic portable document format (PDF).

### 2.06 *Electronic Transmittals*

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

B. *Electronic Documents Protocol:* The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

#### 1. *Basic Requirements*

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using

non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.

- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.
  - e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
  - f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.
  - g. Nothing herein obligates the Owner, Engineer, or Contractor to use exclusively Electronic Means to transmit Electronic Documents. Hard copy documents may be exchanged as agreed to by Engineer and Owner.
2. *System Infrastructure for Electronic Document Exchange*
- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.
    - 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is **[8]** MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
    - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
  - b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.

- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.
- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.
- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.
- h. The Owner will operate a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, Engineer and Contractor during the Project for exchange and storage of Project-related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the parties as described in this Paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website:
  - 1) Describe the period of time during which the Project Website will be operated and be available for reliance by the parties;
  - 2) Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website;

- 3) Describe the types and extent of services to be provided at the Project Website (such as large file transfer, email, communication and document archives, etc.); and
- 4) Include any other Project Website attributes that may be pertinent to Contractor's use of the facility and pricing of such use.

C. *Software Requirements for Electronic Document Exchange; Limitations*

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
  - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

SC-2.06 Supplement Paragraph 2.06 of the General Conditions by adding the following paragraph:

D. *Requests by Contractor for Electronic Documents in Other Formats*

1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.
2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:
  - a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor's application, or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of

accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.

- b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.
  - c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.
  - d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor's subcontractors. Contractor warrants that subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.
3. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis (at the actual cost per hour) for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

### **ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

No Supplementary Conditions in this Article.

### **ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK**

#### **4.05 Delays in Contractor's Progress**

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*
  - a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.
  - b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:

- 1) A bad weather day is defined as a workday that weather or seasonal conditions reduced production by more than 50 percent on items of work on the critical path. Submit the dates and number of weather days in writing to the Engineer at the end of each month. In the event the Contractor fails to submit weather days at the end of each month the Engineer will determine the dates and number of weather days from project records. Delays caused by weather and seasonal conditions should be anticipated and will be considered as the basis for an extension of time when the Contractor’s accepted Progress Schedule depicts Work on the critical path and the actual workdays lost exceeds the number of work days lost each month as given in the following table:

**Foreseeable Bad Weather Days Table**

<b>Month</b>	<b>Foreseeable Number of Bad Weather Days</b>
<u>January</u>	<u>8</u>
<u>February</u>	<u>8</u>
<u>March</u>	<u>7</u>
<u>April</u>	<u>6</u>
<u>May</u>	<u>5</u>
<u>June</u>	<u>5</u>
<u>July</u>	<u>4</u>
<u>August</u>	<u>4</u>
<u>September</u>	<u>5</u>
<u>October</u>	<u>6</u>
<u>November</u>	<u>6</u>
December	6

- 2) The table in Paragraph 4.05.C.5.b.1 applies to the duration between contract execution and original completion date. Extensions for weather days beyond the original completion date will be for the actual workdays lost each month. The Engineer will not consider weekends and holidays as lost workdays unless the Contractor normally works those days or unless the Engineer directs the Contractor to work those days
- 3) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in the table in Paragraph 4.05.C.5.b.1]—Foreseeable Bad Weather Days.
- 4) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in the table in Paragraph 4.05.C.5.b.1Foreseeable Bad Weather Days will be considered as “abnormal weather conditions.” The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that

such activities thus delayed were on Contractor’s then-current Progress Schedule’s critical path for the Project.

**ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS**

5.03 *Subsurface and Physical Conditions*

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

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely: **[If there are no such reports, so indicate in the table.]**

Report Title	Date of Report	Technical Data
		<b>[Identify Technical Data]</b>

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely: **[If there are no such drawings, so indicate in the table.]**

Drawings Title	Date of Drawings	Technical Data
		<b>[Identify Technical Data]</b>

- G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at **[location]** during regular business hours, or may request copies from Engineer.

5.06 *Hazardous Environmental Conditions*

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

- 4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely: **[If there are no such reports, so indicate in the table]**

Report Title	Date of Report	Technical Data
		<b>[Identify Technical Data]</b>

- 5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any)



contained in such Drawings upon which Contractor may rely: **[If there are no such drawings, so indicate in the table]**

Drawings Title	Date of Drawings	Technical Data
		[Identify Technical Data]

**ARTICLE 6—BONDS AND INSURANCE**

6.02 *Insurance—General Provisions*

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:

- Contractor may obtain worker’s compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker’s compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker’s compensation insurance for similar projects by the state within the last 12 months.

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.H.2 of the General Conditions:

- The Contractor shall require all Subcontractors to provide Workers’ Compensation, Commercial General Liability, and Automobile Liability Insurance with the same minimum limits specified herein for the Contractor, unless the Owner agrees to a lesser amount.

6.03 *Contractor’s Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following: **[Here list by legal name (not category, role, or classification) other persons or entities to be included as additional insureds. See GC-6.03.C]**
- E. *Workers’ Compensation and Employer’s Liability:* Contractor shall purchase and maintain workers’ compensation and employer’s liability insurance, including, as applicable, United States Longshoreman and Harbor Workers’ Compensation Act, Jones Act, stop-gap employer’s liability coverage for monopolistic states, and foreign voluntary workers’ compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers’ Compensation and Related Policies	Policy limits of not less than:
<b>Workers’ Compensation</b>	
State	Statutory

<b>Workers' Compensation and Related Policies</b>	<b>Policy limits of not less than:</b>
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
<b>Jones Act (if applicable)</b>	
Bodily injury by accident—each accident	\$
Bodily injury by disease—aggregate	\$
<b>Employer's Liability</b>	
Each accident	\$ 1,000,000
Each employee	\$ 1,000,000
Policy limit	\$ 1,000,000
<b>Stop-gap Liability Coverage</b>	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	\$ 1,000,000

- F. *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 claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
  2. damages insured by reasonably available personal injury liability coverage, and
  3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
    - a. Such insurance must 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, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
  3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
  4. Underground, explosion, and collapse coverage.
  5. Personal injury coverage.
  6. 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). If Contractor demonstrates to Owner that the specified ISO

endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

7. 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.

H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:

1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
2. Any exclusion for water intrusion or water damage.
3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
4. Any exclusion of coverage relating to earth subsidence or movement.
5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
6. Any limitation or exclusion based on the nature of Contractor’s work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

I. *Commercial General Liability—Minimum Policy Limits*

<b>Commercial General Liability</b>	<b>Policy limits of not less than:</b>
General Aggregate	\$ 2,000,000
Products—Completed Operations Aggregate	\$ 2,000,000
Personal and Advertising Injury	\$ 1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$ 1,000,000

J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance 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 must be written on an occurrence basis.

<b>Automobile Liability</b>	<b>Policy limits of not less than:</b>
<b>Bodily Injury</b>	
Each Person	\$ 1,000,000
Each Accident	\$ 1,000,000
<b>Property Damage</b>	
Each Accident	\$ 1,000,000
<b>[or]</b>	
<b>Combined Single Limit</b>	

<b>Automobile Liability</b>	<b>Policy limits of not less than:</b>
Combined Single Limit (Bodily Injury and Property Damage)	\$ 1,000,000

- K. *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. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

<b>Excess or Umbrella Liability</b>	<b>Policy limits of not less than:</b>
<b>For Contract Price of \$250,000 or less:</b>	
Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000
<b>For Contract Price greater than \$250,000 but less than or equal to \$500,000</b>	
Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000
<b>For Contract Price greater than \$500,000 but less than or equal to \$1,000,000</b>	
Each Occurrence	\$3,000,000
General Aggregate	\$3,000,000
<b>For Contract Price greater \$1,000,000</b>	
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000

- L. *Contractor’s Pollution Liability Insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor’s operations and completed operations. This insurance must be maintained for no less than three years after final completion.

<b>Contractor’s Pollution Liability</b>	<b>Policy limits of not less than:</b>
Each Occurrence/Claim	\$ 1,000,000
General Aggregate	\$ 1,000,000

- M. *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 must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

<b>Contractor's Professional Liability</b>	<b>Policy limits of not less than:</b>
Each Claim	\$ 1,000,000
Annual Aggregate	\$ 2,000,000

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 Delete Paragraph 6.04.A and insert the following in its place:

- A. Owner shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as determined by the Owner and shall include the interests of the Contractor with a deductible as determined by the Owner).

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

- F. *Builder's Risk Requirements:* The builder's risk insurance must:
1. be written on a builder's risk "all risk" policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).
    - a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.
    - b. 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 will be provided through other insurance policies acceptable to Owner and Contractor.
  2. 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.
  3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).
  4. 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). If this coverage is subject to a sublimit, such sublimit will be a minimum of **\$25,000**.

5. extend to cover damage or loss to insured property while in transit. If this coverage is subject to a sublimit, such sublimit will be a minimum of **\$50,000**.
6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.
7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.
8. include performance/hot testing and start-up, if applicable.
9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.
10. include as named insureds the Owner, the interests of the Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds."
12. If debris removal in connection with repair or replacement of insured property is subject to a coverage sublimit, such sublimit will be a minimum of **25% or not less than \$250,000**

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

A. *Installation Floater*

1. Contractor shall provide and maintain installation floater insurance on a broad form or "all risk" policy providing coverage for materials, supplies, machinery, fixtures, and equipment that will be incorporated into the Work ("Covered Property"). Coverage under the Contractor's installation floater will include loss from covered "all risk" causes (perils) to Covered Property:
  - a. of the Contractor, and Covered Property of others that is in Contractor's care, custody, and control;
  - b. while in transit to the Site, including while at temporary storage sites;
  - c. while at the Site awaiting and during installation, erection, and testing;
  - d. continuing at least until the installation or erection of the Covered Property is completed, and the Work into which it is incorporated is accepted by Owner.
2. The installation floater coverage cannot be contingent on an external cause or risk, or limited to property for which the Contractor is legally liable.
3. The installation floater coverage will be in an amount sufficient to protect Contractor's interest in the Covered Property. The Contractor will be solely responsible for any deductible carried under this coverage.

4. 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-6.04 Supplement Paragraph 6.04.A of the General Conditions with the following provisions:

F. *Installation Floater*

1. Contractor shall provide and maintain installation floater insurance on a broad form or “all risk” policy providing coverage for materials, supplies, machinery, fixtures, and equipment that will be incorporated into the Work (“Covered Property”). Coverage under the Contractor’s installation floater will include loss from covered “all risk” causes (perils) to Covered Property:
  - a. of the Contractor, and Covered Property of others that is in Contractor’s care, custody, and control;
  - b. while in transit to the Site, including while at temporary storage sites;
  - c. while at the Site awaiting and during installation, erection, and testing;
  - d. continuing at least until the installation or erection of the Covered Property is completed, and the Work into which it is incorporated is accepted by Owner.
2. The installation floater coverage cannot be contingent on an external cause or risk, or limited to property for which the Contractor is legally liable.
3. The installation floater coverage will be in an amount sufficient to protect Contractor’s interest in the Covered Property. The Contractor will be solely responsible for any deductible carried under this coverage.
4. 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.

## ARTICLE 7—CONTRACTOR’S RESPONSIBILITIES

### 7.03 *Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be **[7:00 a.m. to 6:00 p.m.]**.
2. Owner's legal holidays are **[New Year’s Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Little Brown Jug Day (1/2 day), Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve (1/2 day), Christmas Day]**. When any such holiday falls on a Saturday it shall be observed on the Friday immediately preceding and when any such holiday falls on a Sunday, it shall be observed on the Monday immediately following.

## 7.09 *Permits*

SC-7.09 Add the following new paragraphs immediately after Paragraph SC-7.09.A:

- B. Owner has obtained, or will obtain the following permits for the Project, as applicable:
- Ohio Environmental Protection Agency (OEPA) Permit to Install (for sanitary sewer installations)
  - OEPA Permit No. OHC000005 General Permit Authorization for Storm Water Discharges Associated with Construction Activity Under the National Pollutant Discharge Elimination System. [Owner has obtained initial Notice of Intent (NOI) approval, and Contractor shall prepare the required Stormwater Pollution Prevention Plan (SWPPP) and obtain coverage as a co-permittee for the project. As part of the initial NOI approval, Owner has satisfied requirements of the permit for riparian setback mitigation.
  - OEPA Drinking Water Program Approval (for water main installations).
  - Army Corps of Engineers Nationwide Permit [3/12]
  - Ohio General Permit for Filling Category 1 and Category 2 Isolated Wetlands.
- C. Permits obtained by the Owner are [**provided in the Contract Documents/available for examination at the Owner's office**]. Contractor shall examine the permits and conform to the requirements contained therein. and such requirements are hereby made part of these Contract Documents as though the same were set forth herein. Failure to examine the permit(s) will not relieve Contractor from compliance with the requirements stated therein..

## 7.13 *Safety and Protection*

### **ARTICLE 8—OTHER WORK AT THE SITE**

#### 8.02 *Coordination*

SC-8.02 Add the following new Paragraph 8.02.C immediately after Paragraph 8.02.B:

- C. Owner intends to contract with others for the performance of other work at or adjacent to the Site.
1. **The Engineer** shall have authority and responsibility for coordination of the various contractors and work forces at the Site

### **ARTICLE 9—OWNER'S RESPONSIBILITIES**

9.13 No Supplementary Conditions in this article.

### **ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION**

#### 10.03 *Resident Project Representative*



SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
  2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
  3. *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 Contractor's proper execution of the Work.
  4. *Review of Work; Defective Work*
    - a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
    - b. Observe whether any Work in place appears to be defective.
    - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
  5. *Inspections and Tests*
    - a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
    - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
  6. *Payment Requests:* Review Applications for Payment with Contractor.
  7. *Completion*
    - a. Participate in Engineer's visits regarding Substantial Completion.
    - b. Assist in the preparation of a punch list of items to be completed or corrected.

- c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
  - d. Observe whether items on the final punch list have been completed or corrected.
- D. The RPR will 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 construction.
  - 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. Authorize Owner to occupy the Project in whole or in part.
  - 8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the Engineer.

#### **ARTICLE 11—CHANGES TO THE CONTRACT**

No suggested Supplementary Conditions in this Article.

#### **ARTICLE 12—CLAIMS**

No suggested Supplementary Conditions in this Article.

#### **ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK**

##### **13.03 *Unit Price Work***

SC-13.03 Add the following new paragraphs immediately after Paragraph 13.03.D:

- 1. For any particular item of Unit Price Work whose extended price amounts to five (5) percent or more of the Contract Price (based on estimated quantities at the time of Contract formation), a Change Order shall be required prior to payment for any actual quantity exceeding 110% of the estimated quantity. The Contractor shall maintain such records as required to track the quantities of Unit Price Work in anticipation of exceeding the 110% threshold.

SC-13.03 Delete Paragraph 13.03.F in its entirety and insert the following in its place:

F. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
  - a. the extended price of a particular item of Unit Price Work amounts to **[five (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 **[fifteen (15)]** percent from the estimated quantity of such item indicated in the Agreement; and
  - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

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

No suggested Supplementary Conditions in this Article.

**ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD**

No Supplementary Conditions in this Article.

**ARTICLE 16—SUSPENSION OF WORK AND TERMINATION**

No Supplementary Conditions in this Article.

**ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES**

No Supplementary Conditions in this Article.

**ARTICLE 18—MISCELLANEOUS**

No Supplementary Conditions in this Article.

**EXHIBIT A—SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE**

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.	Email w/ Attachment	PDF	(2)
a.3	Contactors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Email w/ Attachment	PDF	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Email w/ Attachment or LFE	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Email w/ Attachment or LFE	[DWG or DGN]	
a.6	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	DB	
<b>Notes</b>				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.			
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.			
<b>Key</b>				
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)			
DGN	Bentley Microstation .dgn format version [number]			
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version [number] or later			
DWG	Autodesk® AutoCAD .dwg format Version [2018 or older]			
DOC	Microsoft® Word .docx format Version [number]			
EXC	Microsoft® Excel .xls or .xml format Version [number]			
DB	Microsoft® Access .mdb format Version [number]			



**ADDENDA TO CONTRACT**

**TECHNICAL SPECIFICATIONS**

**HIDDEN VALLEY GOLF COURSE STREAM RESTORATION**

**PREPARED FOR**

**CITY OF DELAWARE OHIO**

**SEPTEMBER 2024**

**PREPARED BY:**

**BURGESS & NIPLE, INC.  
ENGINEERS • ENVIRONMENTAL SCIENTISTS • GEOLOGISTS  
330 RUSH ALLEY, SUITE 700  
COLUMBUS, OHIO 43215**

## SECTION 00 24 03

### SCOPE OF BIDS

#### HIDDEN VALLEY GOLF COURSE STREAM RESTORATION

It is understood and agreed that the CONTRACTOR has, by careful examination, satisfied himself as to the nature and location of the work; the conformation of the ground; the character, quality, and quantity of the materials to be encountered; the character or equipment and facilities needed preliminary to and during the prosecution of the work; the general and local conditions; and all other matters which can, in any way, affect the work under this Contract.

All known structures, pipelines, and utilities have been indicated in their approximate locations on the plans, and any reasonable variation in size and location of structures and pipe shall not be cause for extra payment.

Major deviations or modifications during construction, from that shown on, or the true intent of, the plans and specifications requiring more or less labor and materials shall be authorized by Change Order.

If construction procedures and equipment being utilized by the CONTRACTOR prove to be inadequate in the performance of the Contract, the procedures and equipment shall be modified or alternative equipment shall be furnished and used at no additional cost to the OWNER.

The CONTRACTOR will be responsible for obtaining and paying all costs associated with any telephone service he may require during the Contract period. The CONTRACTOR will be responsible for supplying, maintaining, and paying all costs associated with all temporary and permanent utility services as required for construction of the Work until the project is complete. The CONTRACTOR shall pay the monthly costs associated with any utility service throughout the Contract Time including testing and start-up until the project reaches substantial completion.

The price Bid shall include the following:

1. All labor, materials, and equipment required to complete the work in accordance with the plans and specifications.
2. All field staking necessary for construction from control points established by the ENGINEER/ARCHITECT.
3. All assistance required by the ENGINEER/ARCHITECT to verify compliance with the Contract Documents, including measuring for quantities.

All BIDDERS must Bid Items 1 through 18 inclusive.

Item 1 – Project Complete, Except Items 2 through 18. The lump sum Bid for this item shall include furnishing all materials, labor, tools, and equipment necessary to perform all work except Items 2 through 18 described below to complete the stream restoration project, complete and ready for operation in accordance with the Contract Documents. This item shall include contractor mobilization/ demobilization, all required field staking for construction, and other items not specified within Bid Items 2 through 18 required to complete the work.



The price Bid shall include all Bid allowances specified; all submittals; all construction utility costs, any temporary facilities required during construction, and all site maintenance up to the date of completion. The successful BIDDER will be required to furnish a breakdown of the lump sum Bid as required for estimating purposes.

Payment will be made at the lump sum price bid in accordance with the Contract Conditions and the following schedule:

Fifty percent paid in first payment application after mobilizing to the site all equipment, preparation of temporary construction entrance, and installation of sediment and erosion control.

Ten percent paid during each of the subsequent four monthly applications for payment. If work is substantially complete before these next four payment applications, then payment will be made at the next application so that up to a total of 90 percent of the lump sum bid for this item will be paid at substantial completion.

Final 10 percent to be paid upon project completion.

Item 2 – Sediment and Erosion Control. The lump sum Bid for this item shall include furnishing all materials, labor, tools, and equipment necessary to provide the sediment and erosion control measures called for on the plans, specifications, and/or storm water pollution prevention plan throughout construction. This item shall include but is not limited to silt fencing or filter sock, inlet protection, sediment basins, construction sequencing, laydown areas, and construction entry/access drives. The price bid shall also include removal of the silt fencing/filter sock and inlet protection once the permanent seeding is alive and healthy enough to stabilize the site soils. Erosion control matting provided as a part of the plantings is included as Bid items 15 and 16 and shall not be included in this bid item.

Payment will be made at the lump sum price bid in accordance with the Contract Conditions.

Fifty percent paid following installation of the site sediment and erosion control.

Ten percent paid during subsequent months until a total of 90 percent of this bid item has been paid.

Final 10 percent paid upon removal of the sediment and erosion control materials (silt fence, inlet protection, etc.) after site stabilization.

Item 3 – Clearing and Grubbing. The lump sum Bid for this item shall include furnishing all materials, labor, tools, and equipment necessary to clear and grub the areas shown on the plans. This items shall include but is not limited to construction entrance, tree removal, etc. as shown on the plans. Native trees shall be utilized in restoration activities as shown on the plans, any material leftover shall be removed to an off-site disposal location. The price bid shall also include grinding of stumps and stockpiling of woody material for use in the wetland area.

Payment will be made at the lump sum price bid in accordance with the Contract Conditions.

Item 4 – Soil Decompaction. The lump sum Bid for this item shall include furnishing all materials, labor, tools, and equipment necessary to decompact the soil. Subgrade soils **prior to the application of topsoil** shall be free of excessive compaction to a depth of 6.0 inches to enhance the establishment of permanent vegetation cover.

Payment will be made at the lump sum price bid in accordance with the Contract Conditions.

Item 5 – Wetland Microtopography/Woody Debris Habitat. The lump sum Bid for this item shall include furnishing all materials, labor, tools, and equipment necessary to construct the wetland microtopography and woody debris habitat as shown on the plans.

Payment will be made at the lump sum price bid in accordance with the Contract Conditions.

Item 6 – Golf Cart Bridges (2), Installed. The lump sum Bid for this item shall include furnishing all materials, labor, tools, and equipment necessary to design, purchase, ship, and install two golf cart bridges at the locations shown on the plans. This item shall include a PE Stamped Design and Calculation Package, including anchoring and bearing/foundation design, and shall include the following:

- 1 – 7’ wide (6’ curb face to curb face clear deck space) by 40’ pre-fabricated pedestrian/cart golf cart bridge, 5,000 lbs minimum loading.
- 1 – 12’ wide (11’-5” curb face to curb face clear deck space) by 40 pre-fabricated vehicular golf cart bridge, 12,000 lbs minimum loading.
- Beam configuration – Fiberglass, weathering steel look
- Decking – Fiberglass with weather wood finish
- Curb height – minimum 6” above decking on each side of the bridges
- Foundations for the bridges
- Shipping and installation (including the foundations) shall be included in bid price

\* The city would be open to approved equal material in place of the fiberglass

Payment will be made at the lump sum price bid in accordance with the Contract Conditions.

Item 7 –Dam Removal. This item shall include all labor, tools, material, and equipment necessary to existing cart paths, crossings, culverts and the dam as shown on the drawings. This task shall include removal of the debris to an off-site disposal location.

Payment will be made on a linear feet basis as measured along the centerline of the path, crossings, and dam.

Item 8 – Site Excavation. This item shall include all labor, tools, material, and equipment necessary to complete the excavation necessary to meet the final grading plan and rough grading plan as shown on the drawings. This item shall include the wetland construction and stream restoration, including topsoil excavation, stockpiling, and replacement; compaction; finish grading; and rough grading and construction of the construction entrance and contractor laydown area.

Payment will be made at the price bid per cubic yard for the excavation necessary as shown on the plans.

Item 9 – 700 Gram Coir Matting and Stakes. This item shall include all labor, tools, material, and equipment necessary to install 700 gram coir matting and stakes as shown on the plans.

Payment will be made on the square yard basis of coir matting and stakes installed, complete.

Item 10 – Instream Structures (Toe Wood). This item shall include all necessary labor, tools, equipment, and materials required to furnish and install the instream toe wood structures and soil lifts shown on the plans.

Payment for this item will be made on the number of toe wood structures installed to the limits shown on the plans.

Item 11 - Instream Structures (Log Step/Riffle). This item shall include all necessary labor, tools, equipment, and materials required to furnish and install the instream log step/riffle structures shown on the plans.

Payment for this item will be made on the number of log step/riffle structures installed to the limits shown on the plans.

Item 12 – Culverts for Flood Relief. This item shall include all necessary labor, tools, equipment, and materials required to furnish and install the 12” culverts for flood relief as shown on the plans.

Payment for this item will be made on the number of linear feet of culvert structures installed as shown on the plans.

Item 13 – Invasive Species Removal. This item shall include all labor, tools, materials, and equipment necessary to remove and treat invasive species as shown on the plans.

Payment will be made at the price bid per acre of invasive species removed in accordance with the Contract Conditions.

Item 14 – Livestakes. This item shall include all necessary labor, tools, equipment, and materials required to furnish and install the livestock along the stream as shown on the plans.

Payment will be made on the unit price bid per livestock installed as shown on the plans.

Item 15 – Wetland Seed Mix/Cover. This item shall include all necessary labor, tools, equipment, and materials required to furnish and install the wetland seed mix/cover (short sedge meadow seed mix) to the limits shown on the plans.

Payment for this item shall be at the price bid per acre of wetland seed mix/cover installed up to the plan quantity.

Item 16 – Riparian Buffer/Coir Matting Seed Mix/Cover. This item shall include all necessary labor, tools, equipment, and materials required to furnish and install the riparian buffer/coir matting seed mix/cover (Pretty Darn Quick seed mix) to the limits shown on the plans.

Payment for this item shall be at the price bid per acre of riparian buffer/coir matting seed mix/cover installed up to the plan quantity.

Item 17 – Berm Seed Mix/Cover. This item shall include all necessary labor, tools, equipment, and materials required to furnish and install the berm seed mix/cover (Eco Friendly Golf Course seed mix) to the limits shown on the plans.

Payment for this item shall be at the price bid per acre of berm seed mix/cover installed up to the plan quantity.

Item 18 – Channel Fill Seed Mix/Cover. This item shall include all necessary labor, tools, equipment, and materials required to furnish and install the channel fill seed mix/cover (turf type tall fescue (80% tall fescue and 20% perennial ryegrass) seed mix) to the limits shown on the plans.

Payment for this item shall be at the price bid per acre of channel fill seed mix/cover installed up to the plan quantity.

END

## SECTION 01 11 00

### SUMMARY OF WORK

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. **General.** Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1, and all related specification sections, apply to this section.

##### 1.2 DESCRIPTION OF WORK

- A. **General.** Provide all labor, materials, tools, and equipment necessary to construct the project in accordance with the plans and as specified herein.
- B. **Description.** This project consists of a stream restoration project at the Hidden Valley Golf Course in Delaware, Ohio. The work shall be performed in accordance with the requirements of the Contract Documents.

##### 1.3 QUALITY ASSURANCE

- A. **Codes and Standards.** Perform all work in compliance with all federal, state, and local codes.

##### 1.4 SUBMITTALS

- A. **Submittal Requirements.** See other Division 1 sections for required administrative submittals and for procedures necessary for transmittal of submittals.

##### 1.5 JOB CONDITIONS

- A. **Schedule.**
  - 1. **Start Date.** Contractor may not mobilize onto the project site or commence on-site activities until after the Owner issues a Notice to Proceed. Coordinate schedule with Owner.
  - 2. **Completion.** See Section 01 32 17 "Milestone Schedule for Construction."
- B. **Soils.** It is the intent of the project that all soils required for the project will be obtained from on-site and that any excess excavation (if any) will be disposed on site where shown on the drawings or directed by the Owner.
- C. **Plantings.** The Contractor shall be responsible for all temporary and permanent seeding of the site. This includes an initial planting around the site perimeter and subsequent planting of temporary or permanent seeding as appropriate. All erosion control as required by the site Storm Water Pollution Prevention Plan (SWPPP) and Specification Section 01 57 13 "Sediment and Erosion Control" shall be provided by the Contractor.

Work areas that will be dormant for more than 14 days shall have erosion control applied by the Owner for erosion control.

- D. **Bid Items.** Lump sum Bid items for identified areas shall include all work required by the plans in that area. This shall include all clearing and grubbing, sediment and erosion control, temporary seeding, path construction, excavation, and embankment.

1.6 **DELIVERY, STORAGE, AND HANDLING**

Not used.

1.7 **SPECIAL WARRANTY**

Not used

1.8 **WORK UNDER OTHER CONTRACTS**

Not used.

1.9 **MISCELLANEOUS PROVISIONS**

Not Used.

**PART 2 - PRODUCTS**

Not applicable.

END OF SECTION

**SECTION 01 32 17**

**MILESTONE SCHEDULE FOR CONSTRUCTION**

**PART 1 GENERAL**

**1.1 WORK INCLUDED**

- A. The milestone schedule represents critical dates that must be met as well as being totally complete by the final project completion date. The contractor shall plan for the necessary resources to achieve these dates. Failure to meet a milestone date shall be cause for the Owner to invoke the same contractual provisions as if the total project was completed past the project completion date.
  
- B. The submission of shop drawings, product data and samples is critical to the timely completion of the project, and as such, each contractor is responsible to make the required submissions as necessary to allow for reasonable review time and obtain the materials required to complete the work by the specified completion dates. All contractors shall comply with the submittal deadlines listed below.

Submission deadlines for shop drawings are based on their relative impact on the construction schedule.

- C. In the event a milestone is not met, contractors will be held to the provisions of the contract document.

**1.2 RELATED REQUIREMENTS**

- A. Contract General Provisions
  
- B. Section 01 33 00 – Submittals

<b>ACTIVITY</b>	<b>DEADLINES</b>
Shop Drawings Submittal	Within 10 days of Notice to Proceed
Start Construction	Within 30 days of Notice to Proceed
Project Complete	Within 120 days of Notice to Proceed

**END OF SECTION**

## SECTION 01 33 00

### SUBMITTALS

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. **General.** Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1, and all related specification sections, apply to this section.

##### 1.2 DESCRIPTION OF WORK

- A. **Scope of Work.** Provide all labor and materials necessary to furnish the following submittals as required by each individual section of the specifications.
  - 1. Product data.
  - 2. Material field test reports.

##### 1.3 QUALITY ASSURANCE

Not used.

##### 1.4 SUBMITTALS

- A. **General**
  - 1. Submit all submittals in accordance with the requirements within this specification section.

##### 1.5 JOB CONDITIONS

Not used.

##### 1.6 DELIVERY, STORAGE, AND HANDLING

- A. **Maintain and make available** to the Engineer/Architect, at the job site, a complete file of all approved submittals as part of the project record documents.

##### 1.7 SPECIAL WARRANTY

Not used.

#### PART 2 - PRODUCTS

##### 2.1 SUBMITTAL TRANSMITTAL

- A. **Transmit each submittal** from the Contractor to Engineer/Architect using a transmittal form. Include the following on the transmittal form.
  - 1. Relevant information and requests for data.

2. Deviations from Contract Document requirements, including minor variations and limitations.
3. The specification section number.
4. Other pertinent information to identify the items being submitted.

## 2.2 GENERAL REQUIREMENTS FOR SUBMITTALS

- A. **Verification.** Where existing conditions or structures exist, field-verify dimensions, elevations, clearances, etc. The submittal shall not be accepted for review until such verified data is clearly indicated.
- B. **Approvals.** Provide the following on each submittal.
  1. A space approximately 4" x 5" to record the Contractor's review and approval markings and the action taken. These shall include the Contractor's:
    - a. Approval stamp.
    - b. Signature.
    - c. Date of approval.
    - d. Deviations from the Contract Documents.
  2. An equal area beside the Contractor's review and approval markings for the Metro Parks review stamp.
- C. **All letters, certifications, and similar documents** shall be submitted in their entirety. Single pages of multiple-page letters, or letters with deleted passages will not be acceptable for submittal purposes.
- D. **"Generic" letters, test reports,** material certifications, or similar documents which do not specifically address the requirements of the Contract Documents for the actual materials being furnished will not be acceptable.

## 2.3 SPECIFIC SUBMITTAL-TYPE REQUIREMENTS

- A. **Product Data**
  1. General. Product data is submittal information that fully describes the item to be incorporated into the work. Product data shall include when applicable:
    - a. Supplier name.
    - b. Material Certifications. These include signed certificates or declarations by the Contractor, supplier, manufacturer, testing laboratory, or recognized certification agency which document that materials and product composition or construction comply with specified requirements and stated reference standards.
    - c. Compliance with recognized trade association and testing agency standards.
    - d. Application of testing agency labels and seals.
    - e. Notation of dimensions verified by field measurement.



**B. Material Field Test Reports**

1. Report Data. Written reports of each inspection, test, or similar service shall include, but not be limited to:
  - a. Date of issue.
  - b. Project title and number.
  - c. Name, address, and telephone number of testing agency.
  - d. Dates and locations of samples and tests or inspections.
  - e. Names of individuals making the inspection or test.
  - f. Designation of the work and test method.
  - g. Identification of product and specification section.
  - h. Complete inspection or test data.
  - i. Test results and interpretations of test results.
  - j. Ambient conditions at the time of sample taking and testing.
  - k. Comments or professional opinion as to whether inspected or tested work complies with Contract Document requirements.
  - l. Name and signature of laboratory inspector.
  - m. Recommendations on testing.
2. Example reports covered by this paragraph include compaction tests and concrete, leakage, and disinfection tests.

**PART 3 - EXECUTION**

**3.1 SUBMITTAL PREPARATION AND TRANSMITTAL**

**A. Coordination**

1. Coordinate preparation and processing of submittals with performance of construction activities.
2. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay and in accordance with the submittal schedule.

**B. Verification**

1. Verify the correctness and completeness of all submittals prior to forwarding same for review.
2. All submittals shall comply with the Contract Documents.

- C. Package each submittal** appropriately for transmittal and handling including a transmittal form.

**3.2 OWNER REVIEW AND ACTION**

**A. General**

1. Except for submittals for record, information, or similar purposes where action and return is not required or requested, Owner will review each submittal, mark to indicate action taken, and return promptly.

B. **Action Stamp.** The Engineer/Architect will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate action taken.

1. Final Unrestricted Release. Where submittals are marked "Approved," that part of the work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
2. Final-but-Restricted Release. When submittals are marked "Approved as Noted," that part of the work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
3. Returned for Resubmittal. When submittal is marked "Not Approved" and/or "Revise and Resubmit," do not proceed with that part of the work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
  - a. Do not permit submittals marked "Not Approved" and/or "Revise and Resubmit" to be used at the project site or elsewhere where work is in progress.

3.3 **MINIMUM NUMBER OF SUBMITTALS AND DISTRIBUTION**

A. **After a submittal has been approved,** the City will make the following distribution:

Submittal	Minimum No. of Submittals	Distribution		Engineer/ Architect
		Owner	Contractor	
1. Product Data	4	1	2	1
2. Material Field Test Reports	3	1	1	1

**Note: Electronic submittal of submittals in .pdf format is acceptable in place of the paper copies.**

END OF SECTION

## SECTION 01 50 00

### TEMPORARY CONSTRUCTION SERVICES AND FACILITIES

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. **General.** Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 specification sections, apply to this section.

##### 1.2 DESCRIPTION OF WORK

- A. **General.** Provide the labor, tools, equipment, and material necessary to furnish, install, and maintain the temporary construction services and facilities in accordance with these plans and as specified herein. Temporary construction services and facilities include the following.

###### 1. Utilities

- a. Temporary utilities required for this Contract include, but are not limited to the following:

- 1) Telephone service
- 2) Storm sewer service.

- b. Temporary utilities specified herein, but only required if needed by the Contractor to complete the work:

- 1) Water service and distribution.
- 2) Temporary electric power and light.
- 3) Sanitary sewer.

###### 2. Temporary construction and support facilities.

- a. Temporary construction and support facilities required for this Contract include, but are not limited to the following:

- 1) Sanitary facilities, including drinking water and a self-contained single occupant toilet unit.
- 2) Waste disposal services.
- 3) Construction aids and miscellaneous services and facilities.
- 4) Dewatering facilities and drains.

- b. Temporary construction and support facilities specified herein, that are only applicable if required by the Contractor include, but are not limited to the following:

- 1) Field offices and storage sheds.

- 2) Temporary enclosures.
3. Security and protection facilities required include, but are not limited to:
  - a. Temporary fire protection.
  - b. Environmental protection.

### 1.3 QUALITY ASSURANCE

- A. **Regulations.** Comply with industry standards and with applicable laws and regulations of authorities having jurisdiction, including but not limited to:
  1. Building code requirements.
  2. Health and safety regulations.
  3. Utility company regulations.
  4. Police, fire department, and rescue squad rules.
  5. Environmental protection regulations.
- B. **Standards.** Comply with National Fire Protection Association (NFPA) Code 241, "Building Construction and Demolition Operations"; American National Standards Institute (ANSI) A10 Series standards for "Safety Requirements for Construction and Demolition"; and National Electrical Contractors Association (NECA) Electrical Design Library "Temporary Electrical Facilities."
  1. Refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services" prepared jointly by Associate General Contractors of America (AGC) and Adhesive and Sealant Council, Inc. (ASC) for industry recommendations.
  2. Electrical Service. Comply with National Electrical Manufacturers Association (NEMA), National Electrical Contractors Association (NECA), and Underwriters' Laboratories, Inc. (UL) standards and regulations for temporary electric service. Install service in compliance with National Electric Code (NEC) (NFPA 70).
- C. **Inspections.** Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits and keep on file for Owner review.

### 1.4 SUBMITTALS

Not used.

### 1.5 JOB CONDITIONS

- A. **Conditions of Use**
  1. Keep temporary services and facilities clean and neat in appearance.
  2. Operate in a safe and efficient manner.
  3. Take necessary fire-prevention measures.
  4. Do not overload facilities.

5. Do not allow hazardous, nuisance, or unsanitary conditions to develop or persist on the site.
6. Do not permit facilities to interfere with progress.
7. The installer of each permanent service or facility shall assume responsibility for its operation, maintenance, and protection during its use as a construction service or facility prior to the Owner's acceptance, regardless of previously assigned responsibilities.
8. At the earliest feasible time, when acceptable to Owner, change over from use of the temporary service to use of the permanent service.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

Not used.

#### 1.7 SPECIAL WARRANTY

Not used.

#### 1.8 USE CHARGES

- A. **General.** Cost or use charges for temporary facilities are not chargeable to the Owner or Engineer/Architect; Contractor's cost or use charges for temporary services or facilities will not be accepted as a basis of claim for an adjustment in the Contract Sum or Contract Time.
- B. **Water Service.** Contractor shall provide all water required for this project.
- C. **Electric Power Service.** The Contractor shall pay electric power service use charges, whether metered or otherwise, for electricity used by all entities engaged in construction activities at the project site.

### PART 2 – PRODUCTS

#### 2.1 MATERIALS

- A. **General.** Provide new or acceptable previously used materials. Provide materials suitable for the use intended.

#### 2.2 EQUIPMENT

- A. **General.** Provide new or acceptable previously used equipment. Provide equipment suitable for the use intended.
- B. **Fire Extinguishers.** Provide hand-carried, portable, UL-rated, Class A fire extinguishers for temporary offices and similar spaces. In other locations provide hand-carried, portable, class "ABC" dry-chemical extinguishers, or a combination of extinguishers of NFPA recommended types for the exposures.
  1. Comply with NFPA 10 and 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. **Use qualified personnel** for installation of temporary facilities.
- B. **Location.** Coordinate location with Owner and Engineer/Architect. Locate facilities where they serve the project adequately and result in minimum interference with performance of construction activities. Relocate facilities as required.
- C. **Provide each facility ready for use** when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

### 3.2 TEMPORARY UTILITY INSTALLATION

- A. **General.** Engage the appropriate local utility company to install temporary service or connect to existing service. Where the company provides only part of the service, provide the remainder with matching, compatible materials and equipment; comply with the company's recommendations.
  - 1. Arrange with the company and existing users for a time when service can be interrupted, where necessary, to make connections for temporary services.
  - 2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
  - 3. Obtain easements to bring temporary utilities to the site, where the Owner's easements cannot be used for that purpose.
- B. **Temporary Lighting.** When required for the Contractor's activities provide temporary lighting with local switching.
  - 1. Install and operate temporary lighting that will fulfill security and protection requirements, without operating the entire lighting system, and will provide adequate illumination for construction operations and traffic conditions.
- C. **Temporary Telephones.** Provide temporary telephone service for all personnel engaged in construction activities, throughout the construction period. Install telephone on a separate line for each temporary office and first aid station.
  - 1. Cellular phone service will be acceptable for this requirement.
- D. **Provide earthen embankments and similar barriers** in and around excavations and subgrade construction, sufficient to prevent flooding by runoff of storm water from heavy rains.

### 3.3 **TEMPORARY CONSTRUCTION AND SUPPORT FACILITIES INSTALLATION**

- A. **Field Offices.** Provide an insulated, weathertight, heated, or air-conditioned temporary office when required by the Contractor of sufficient size to accommodate required office personnel at the project site.
- B. **Storage and Fabrication Sheds.** Install storage and fabrication sheds, sized, furnished, and equipped to accommodate materials and equipment including temporary utility service. Sheds may be open shelters or fully enclosed spaces within the building or elsewhere on the site.
- C. **Sanitary facilities include** temporary toilets, wash facilities, and drinking water fixtures.
  - 1. Comply with regulations and health codes for the type, number, location, operation, and maintenance of fixtures and facilities.
  - 2. Install where facilities will best serve the project's needs.
  - 3. Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Provide covered waste containers for used material.
  - 4. Provide bottled-water-type drinking water units.
  - 5. Provide self-contained single-occupant toilet units of the chemical, aerated recirculation, or combustion type, properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
- D. **Collection and Disposal of Waste.** Remove waste products from the site in a timely manner.

### 3.4 **SECURITY AND PROTECTION FACILITIES INSTALLATION**

- A. **Barricades, Warning Signs, and Lights**
  - 1. Comply with standards and code requirements for erection of structurally adequate barricades.
  - 2. Paint with appropriate colors, graphics, and warning signs to warn personnel and the public of the hazard.
  - 3. Where needed, provide lighting including flashing lights.
- B. **Security Enclosure and Lockup**
  - 1. Install substantial temporary enclosure of partially completed areas of construction.
  - 2. Provide locking entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.
  - 3. Storage of Valuable Material. Where materials and equipment must be stored and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.

C. **Environmental Protection**

1. Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted, or that other undesirable effects might result.
2. Avoid use of tools and equipment which produce harmful noise.
3. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near the site.

3.5 **OPERATION, TERMINATION AND REMOVAL**

A. **Supervision.** Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.

B. **Maintenance**

1. Maintain facilities in good operating condition until removal.
2. Protect from damage by freezing temperatures and similar elements.
3. Maintain operation of temporary construction services and facilities on a 24-hour-day basis where required to achieve indicated results and to avoid possibility of damage.
4. Prevent water filled piping from freezing. Maintain markers for underground lines.
5. Protect from damage during excavation operations.

C. **Termination and Removal**

1. Unless requested that it be maintained longer, remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility, or no later than Substantial Completion.
2. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility.
3. Repair damaged work, clean exposed surfaces, and replace work which cannot be satisfactorily repaired.
4. Materials and facilities that constitute temporary facilities are property of each Prime Contractor. The Owner reserves the right to take possession of project identification signs.

END OF SECTION



## SECTION 01 57 13

### SEDIMENT AND EROSION CONTROL

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. **General.** Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1, and all related specification sections, apply to work specified in this section.

##### 1.2 DESCRIPTION OF WORK

- A. **Scope of Work.** Provide all labor, tools, equipment, and materials necessary to furnish and maintain the soil erosion controls where shown on the drawings, where shown on the Storm Water Pollution Prevention Plan (SWP3), where directed by the Owner or Engineer/Architect, and as specified herein.
- B. **SWPPP Preparation.** A preliminary SWP3 for this project has been prepared and included with the drawings. The Contractor shall review the plan and all of its requirements, and shall be responsible for providing all dust control and sediment and erosion control features required by the SWP3 and shown on the plans. The Contractor shall revise and/or update the SWP3 as necessary to reflect the site conditions, with approval by OWNER.
- C. **Permits.** OWNER will be responsible for submittal of the Notice of Intent for coverage under Ohio EPA National Pollutant Discharge Elimination System (NPDES) and pay the application fee. The Contractor shall submit a co-permittee application for coverage under this permit and comply with the requirements in the permit.

##### 1.3 QUALITY ASSURANCE

- A. **Codes and Standards.** Perform all work required in the control of erosion during construction in compliance with applicable requirements of governing agencies having jurisdiction and the following standards as referenced herein:
1. ODOT – Ohio Department of Transportation.
    - a. Construction and Material Specifications (most recent edition).
  2. ODNR – Ohio Department of Natural Resources.
    - a. "Rainwater and Land Development Ohio's Standards for Stormwater Management Land Development and Urban Stream Protection" (Rainwater and Land Development) current edition.
  3. Ohio EPA – Ohio Environmental Protection Agency.
    - a. NPDES Permit No. OHC000006, "General Permit Authorization for Storm Water Discharges Associated with Construction"

Activity Under the National Pollutant Discharge Elimination System” (General NPDES Permit).

- B. **Conflicts.** In the event of a conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, regulations, or standards shall apply.

1.4 **SUBMITTALS**

A. **General**

- 1. Submit all submittals in accordance with the Division 1 Submittal Requirements and the requirements within this specification section.

B. **Submittal Package No. 1 – SWP3 and Notice of Intent (NOI)**

- 1. Submit any proposed additions to the project’s SWP3 including associated drawings and details of sediment and erosion control measures that will be employed during the project to Owner for consideration and approval. Changes to the SWP3 must have the approval of OWNER. The Contractor shall be responsible for modifying the SWP3 (including associated drawings) for all approved revisions.
- 2. NOI for NPDES Permit Coverage. Owner will submit the NOI to the appropriate Ohio EPA district office prior to commencement of construction activities for coverage of storm water discharges during construction under the appropriate General NPDES permit. The Contractor shall submit a Co-Permittee application for coverage on the permit.

C. **Submittal Package No. 2 – Notice of Termination (NOT)**

- 1. NOT for NPDES Permit Coverage. Within 45 days of completing all required land-disturbing activities OWNER will submit an NOT for termination of NPDES permit coverage to the appropriate Ohio EPA district office.

1.5 **JOB CONDITIONS**

A. **Construction Sites Greater Than or Equal to 1 Acre**

- 1. NPDES. OWNER will obtain coverage under the appropriate Ohio EPA General NPDES Permit by preparing and submitting the NOI and the project SWP3 to the appropriate Ohio EPA office. The permit shall include the Contractor and the Owner as Co-Permittees for this project.
- 2. SWP3.
  - a. General. A SWP3 for the control of sediment and erosion at this project site has been prepared and included with the drawings. The Contractor shall review and implement all required activities specified by the SWP3. The Contractor may revise the SWP3

prior to submittal to the Ohio EPA, but only with the written approval of the Owner.

- B. **Temporary Seeding.** Contractor will provide the temporary and permanent seeding to prevent erosion.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. **General.** Handle all sediment and erosion control materials in accordance with the manufacturer's recommendations.
- B. **Storage.** Store all seeds for temporary seeding in a safe, dry location protected from weather conditions that may affect the seed viability.

## 1.7 SPECIAL WARRANTY

Not used.

## PART 2 - PRODUCTS

- 2.1 **GENERAL.** The SWP3 incorporates some or all of the following equipment and materials for sediment and erosion control measures, as appropriate. Alternative materials and methods as presented in ODOT Item 207 or ODNR's Rainwater and Land Development manual may be considered.

- A. **Sediment Barriers.** Sediment barriers are temporary measures using woven wire or other approved material attached to posts with filter cloth of burlap and plastic filter fabric to intercept, detain, and control sediment and erosion from leaving the construction site.
  - 1. **Materials.**
    - a. **Filter Fabric/Silt Fence.** Synthetic filter fabric shall be a pervious sheet of propylene, nylon, polyester, or ethylene yarn. Fabric shall be ODOT Item 712.09, Type C or equal.
    - b. **Wire Fencing.** Wire fence reinforcement for silt fences at storm drain inlets shall be a minimum of 42 inches in height and a minimum of 14 gauge, and shall have a maximum mesh spacing of 6 inches.
    - c. **Silt Fence Posts.** Posts for silt fences shall be either 2-inch-by-2-inch hardwood or equivalent steel with a minimum length of 32 inches. Steel posts shall have projections for fastening wire to them.
    - d. **Filter Socks.** Filter socks shall be continuous tubular 3/8" knitted mesh netting material filled with compost in accordance with the detail in the plans.
- B. **Temporary Mulching.** Temporary mulching is a measures consisting of mulching used to reduce erosion. Slopes shall be mulched where and when necessary to prevent erosion.

- 1. **Materials.**

- a. Mulch.
  - 1) Straw. Straw mulch shall be unrotted small-grain straw, free of sticks or other foreign material.
  - 2) Wood Cellulose Fiber. Wood cellulose fiber mulch shall be dyed green and not inhibit seed germination.
- C. **Sediment Structures.** Once the downslope wet prairie berms are constructed, the wet prairie will act as a temporary sediment basin to trap and store sediment from construction areas and to protect properties and stream channels below the construction areas from siltation.

## PART 3 - EXECUTION

### 3.1 GENERAL

- A. **Examination.** Inspect the existing and proposed site drainage patterns in order that the most efficient methods of erosion control may be selected through the duration of construction.
- B. **Fill material and equipment storage** is prohibited within 200 feet of the stream bank, in the floodplain, in wooded areas, or in other environmentally sensitive areas. Dispose of surplus excavated materials as directed by the Owner.
- C. **Maintenance.** Be responsible for ongoing inspection and maintenance of the sediment and control features. At a minimum, complete an inspection log at least every 7 calendar days and within 7 days of each rainfall event. Repair/replace damaged features.
- D. **Dust Control.** Minimize dust generation, including wetting down unpaved areas during the construction activities.

### 3.2 PREPARATION

- A. **General**
  - 1. Limit the surface area of erodible earth material exposed by the clearing and grubbing, excavation, borrow, and fill operations and provide immediate permanent or temporary control measures to prevent contamination of adjacent streams or other water courses, lakes, ponds, or other areas of water impoundment.
  - 2. Limit the area of excavation, borrow, and embankment operations in progress commensurate with capability.
  - 3. Deliver sediment and erosion control materials at appropriate times so that the project is not delayed.
  - 4. Do not commence with any earth-disturbing activity until the appropriate sediment and erosion control features are in place.
- B. **Sediment and Erosion Control Devices.** Minimization of denuded areas and the length of time that any area is denuded is the primary method of sediment and

erosion control at any site. Adequate scheduling and the use of permanent and temporary seeding or mulching can accomplish this.

Areas that are to be denuded shall have structural control measures in place prior to exposure of the soil and such measures shall remain until the area is established and permanent measures are in place.

For this project site, the Contractor shall install the downslope berms in any wet prairie area prior to work in the upslope portion of the wet prairie. This will allow the berm to serve as a sediment trap during all work in the upslope portion of the site.

**3.3 EROSION CONTROL**

**A. Permanent Erosion Control**

1. Incorporate all permanent erosion control features into the project at the earliest practicable time. Note that the Owner will be responsible for the specialized permanent plantings. Contractor shall apply temporary seeding to all disturbed areas and shall complete the permanent seed plantings.
2. Coordinate the permanent seeding with the Owner for installation, as soon as substantial areas of exposed slopes can be made available.
3. Maintain sediment barriers until vegetation has grown.

**B. Temporary Erosion Control**

1. Provide temporary mulching as delineated in the SWP3, as directed, as noted on the drawings, as specified in the general NPDES permit, and for all denuded areas that are to remain dormant for more than 14 days.
2. Apply temporary erosion control within 7 days after final or temporary grade has been reached that will remain dormant for more than 14 days.

**3.4 SEDIMENT BARRIERS**

- A. Silt Fence (SF).** SF is designed for situations in which only sheet or overland flows are expected, and the following drainage area limits are applied.

<b>Silt Fence Maximum Drainage Area (Based on Slope of Drainage Area)</b>	
<b>Slope</b>	<b>Maximum Drainage Area (Acres) to 100 Linear Feet of Silt Fence</b>
0-2% (<50:1)	0.5
2%-20%	0.25
>20%	0.125

SF details are included on the plans or within ODNR’s Rainwater and Land Development manual.

1. Locate the silt fence at the flattest area available and follow a level contour of the land so that flows are dissipated into uniform sheet flow.

2. The height of an SF shall not exceed 36 inches (higher fences may impound volumes of water sufficient to cause failure of the structure).
3. Purchase the filter fabric in a continuous roll cut to the length of the barrier to avoid the use of joints. When joints are necessary, splice filter cloth together only at a support post, with a minimum 6-inch overlap, and securely seal.
4. Drive posts securely into the ground (minimum of 12 inches).
5. Excavate a trench approximately 4 inches wide and 4 inches deep along the line of posts and upslope from the barrier.
6. Staple or wire the filter fabric to the fence, and extend 8 inches of the fabric into the trench. The fabric shall not extend more than 36 inches above the original ground surface. Do not staple filter fabric to trees.
7. Backfill the trench and compact the soil over the filter fabric.
8. Remove SF when they have served their useful purpose, but not before the upslope area has been permanently stabilized.

B. **Filter Sock.** Install filter socks in accordance with the plans and the manufacturer's recommendations and as shown on the detail on the plans...

C. **Maintenance**

1. Contractor shall inspect sediment barriers a minimum of every 7 days and immediately after each rainfall or at least daily during prolonged rainfall. The Contractor shall make any required repairs immediately.
2. Should the fabric on sediment barrier decompose or become ineffective prior to the end of the expected useable life and the barrier is still necessary, replace the fabric promptly.
3. Remove sediment deposits after each storm event. They must be removed when deposits reach approximately one-half the height of the barrier.
4. Dress any sediment deposits remaining in place after the barrier is no longer required to conform with the existing grade, and prepare and seed them.

3.5 **TOP SOIL STOCKPILE.** Provide temporary drainage diversion of runoff around the topsoil stockpile to control soil erosion. Provide silt fencing or wattles around stockpiles or cover stockpiles with tarps to prevent erosion for sediment control.

3.6 **CONSTRUCTION ENTRANCES/EXITS.** Install a stabilized pad of aggregate over geotextile fabric at all locations where construction vehicles leave construction areas onto surfaces where runoff is not checked by sediment controls, and at all points of egress to paved roads.

A. **Design**

1. Bedding. Provide a geotextile fabric bedding at the base of the construction entrance.
2. Stone. Place 2-inch stone in a layer 6 inches thick over the fabric bedding.
3. Dimensions. Entrance/exit pad shall be a minimum of 10 feet wide by 50 feet long.

- B. **Maintenance.** Apply additional stone as necessary to replenish the entrance/exit. Remove sediment from paved roads immediately through sweeping, scraping, or other appropriate measure.

### 3.7 **DEWATERING**

#### A. **General**

1. Give special attention to dewatering activities to minimize release of silt-laden water into the stream.
2. The discharges shall be free of sediment and released into only storm sewers, stream channels, or other stabilized drainage sources and not onto exposed soils or any other site where flows could cause further erosion.

3.8 **ADDITIONAL MEASURES.** Select the sediment and erosion control measures utilized for a site based on the proposed construction activities, existing and proposed contours, site drainage system, and other site requirements or restrictions. Additional or alternative erosion and sediment control measures may be utilized with approval. Such measures include those specified in ODNR's Rainwater and Land Development manual.

3.9 **MONITORING.** Contractor is responsible for all inspections of the sediment and control features, maintenance, repairs, and modifications to these features, and sampling with the requirements of the SWP3 and the general NPDES Permit.

END OF SECTION

Access electronic versions of the General Permit NOI, NOT, NOE, Co-Permittee NOI/NOT, Individual Lot NOI/NOT and transfer forms through your [Ohio EPA eBusiness Center](#) account and submit electronically. Visit DSW's [Electronic Business Services](#) website for more information, guidance, and reporting questions.



## SECTION 31 23 00

### EXCAVATION, BACKFILL, AND EMBANKMENT

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. **General.** Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1, and all related specification sections, apply to work specified in this section.

##### 1.2 DESCRIPTION OF WORK

- A. **Scope of Work.** The Contractor shall complete the excavation, backfill, and embankment necessary to construct the work as shown in the drawings and specified herein.
- B. **Definitions**
1. **Excavation.** The removal of material to subgrade elevations indicated and disposal of excavated materials.
  2. **Backfill.** The placement and compaction below grade of specified materials to required elevations.
  3. **Unauthorized Excavation.** The removal of materials beyond indicated subgrade elevations or dimensions without specific direction of Owner. Unauthorized excavation, as well as remedial work directed by Owner, shall be at Contractor's expense.
  4. **Additional Excavation.** When excavation has reached required subgrade elevations, notify Owner, who will make an evaluation of the subsurface conditions. If Owner determines that bearing materials at required subgrade elevations are unsuitable, the Contractor shall continue excavation until suitable bearing materials are encountered and backfill the excavated area as directed by Owner.
  5. **Subgrade.** The undisturbed earth or the compacted soil layer immediately below foundations, pipe trenches, mud mats, embankment, or as noted on the drawings.
  6. **Embankment.** An engineered fill constructed of compacted, suitable earthen materials used to raise grade to the elevations indicated.

##### 1.3 QUALITY ASSURANCE

- A. **Codes and Regulatory Agencies.** Excavation work shall be performed in compliance with all federal, state, and local codes and regulatory agencies.
1. OSHA - Occupational Safety and Health Administration.
    - a. OSHA 29 Code of Federal Regulations (CFR) Part 1926.650 to .652, Subpart P. Construction Standard for Excavations.

B. **Standards.** All work and materials shall be in conformance with the following standards.

1. ASTM - American Society for Testing and Materials.
2. ODOT - Ohio Department of Transportation.

#### 1.4 SUBMITTALS

A. **General**

1. All submittals shall be submitted in accordance with the Division 1 Submittal Requirements and the requirements within this specification section.

B. **Submittal Package No. 1 – Product Data and Laboratory Qualifications**

1. Product data shall be submitted to the Engineer for review and approval. No material shall be delivered or installed before this submittal package has been reviewed and approved by the Engineer.

#### 1.5 JOB CONDITIONS

A. **Coordination.** Coordinate with all other trades to prevent delays, errors, or omissions.

B. **Utilities**

1. Existing Utilities. Notify utility companies as required and locate existing underground utilities in area of work. Where utilities are to remain in place, provide adequate means of support and protection during construction operations. Any Contractor-damaged utilities shall be repaired to the owner's satisfaction at the Contractor's expense.
2. Unforeseen Utility Location. Should a utility which is encountered during excavation be unrecorded or recorded incorrectly, consult the utility immediately for directions. Cooperate with the utility or Owner in keeping respective services or facilities in operation. Repairs shall be made to damaged utilities to the satisfaction of the utility owner.
3. Interruption. Do not interrupt existing utilities serving functions used by Owner or others except when permitted in writing by the Engineer/Architect and Owner. Acceptable temporary utility services shall be provided by the Contractor unless the Owner agrees to discontinue the utility for a defined period of time.
4. Notification. Provide a minimum of 48 hours notice to utility company and Owner or Engineer/Architect and written notice to proceed before interrupting any utility.

C. **Blasting.** No blasting shall be permitted.

D. **Borrow.** Should the excavated material be insufficient to provide all of the fill required, the Contractor shall obtain satisfactory material from the borrow locations indicated on the plans or where directed by the Owner at no cost to the Owner.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. **Delivery.** Deliver all materials to job site as required.
- B. **Storage and Handling**
  - 1. Topsoil. Topsoil that is available as a part of the excavated materials shall be removed, stockpiled separately, and placed in the areas to be seeded. Stockpile shall be shaped and graded to drain.
  - 2. Storage Stockpile. Excavated material, suitable for use as backfill or embankments, shall be stockpiled. Stockpile shall be shaped and graded for proper drainage. Handle the material so that the gradation remains uniform and so that foreign material is not incorporated into the mix.

## 1.7 SPECIAL WARRANTY

Not used.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. **General.** All materials shall be free of elastic soil materials, debris, waste, frozen material, vegetation, organics, peats, or other deleterious material.
- B. **Backfill and Embankment**
  - 1. Soil. Earth materials which have resulted from natural processes such as weathering, decay, and chemical action. More than 35 percent weight of the grains or particles will pass a No. 200 sieve and have a plastic index of 4 or more. Material shall be free of aggregate or rock larger than 2 inches in any dimension.
  - 2. Aggregate Material. Natural mineral aggregate such as gravel, crushed gravel, crushed rock, or sand. At least 65 percent by weight of the grains or particles will be retained on a No. 200 sieve. At least 90 percent by weight of the grains or particles shall pass the 3-inch sieve. Rock pieces larger than 6 inches in any dimension shall be removed from the granular material.
  - 3. Shale. Finely stratified, laminated material formed by consolidation in nature, mudstone, claystone, siltstone, and clay bedrock shall be considered shale. Shale shall be broken into predominantly fine particles which can be readily tested for compaction requirements as soil.
  - 4. Rock. Sandstone, limestone, dolomite, glacial boulders, and old concrete which are crushed into pieces that can readily be incorporated into a specified lift thickness and compaction requirements for granular materials.
  - 5. Topsoil. Topsoil shall not contain more than 40 percent clay in that portion passing a No. 10 sieve and shall contain not less than 5 percent nor more than 20 percent organic matter as determined by loss on ignition of samples oven dried at 212 degrees Fahrenheit (° F) to a constant weight.

## **PART 3 - EXECUTION**

### **3.1 EXAMINATION**

- A. **Site Verification.** The Contractor shall verify actual field/site condition and confirm grades, elevation, and other pertinent information prior to beginning excavation.

### **3.2 PREPARATION**

- A. **Protection.** The Contractor shall have notified all utilities and adjacent owners of structures or pavements which may be affected by the excavation. Also notify owners of adjoining properties or utilities in case of emergencies. Barricade open excavations occurring as part of this work and post warning lights as required by authorities having jurisdiction.
- B. **Drainage.** Surface water shall be directed away from excavations so as to prevent erosion and undermining of foundations. Diversion ditches, dikes, and grading shall be provided and maintained as necessary during construction. Excavated slopes and backfill surfaces shall be protected to prevent erosion and sloughing. Excavation shall be performed so that the area immediately surrounding the site and affecting operations at the site shall be continually and effectively drained.

### **3.3 EXCAVATION – GENERAL**

- A. **Topsoil.** Remove topsoil and place in separate stockpile.
- B. **Protection**
  - 1. **Excavations.** All excavations shall be protected by bracing, sheeting, piling, slope benching, or other acceptable means in accordance with OSHA 29 CFR Part 1926.650 to .652, Subpart P. The Contractor shall be responsible for protection of the excavation at all times.
  - 2. **Existing Structures.** Protect existing structures, utilities, sidewalks, pavements, and other facilities from damages caused by settlement, lateral movement, undermining, washout, and other hazards created by construction operations.
- C. **Dewatering.** Groundwater flowing toward or into excavations shall be controlled to prevent sloughing of excavation slopes and walls, boils, uplift, and heave in the excavation and to eliminate interference with orderly progress of construction. French drains, sumps, ditches, or trenches will not be permitted within 3 feet of the foundation of any structure unless authorized by the Engineer/Architect. Control measures shall be taken by the time the excavation reaches the groundwater level in order to maintain the integrity of the in situ material. While the excavation is open, the water level shall be maintained a sufficient distance below the working level to provide a stable working surface.

- D. **Disturbed Subgrade.** Disturbed subgrade caused by inundation or inadequate dewatering procedures shall be dewatered, moisture-conditioned, and recompacted, or the disturbed material shall be removed to satisfactory bearing material and the area backfilled with Class C concrete or other approved material to bring the excavated area back to design elevations. These remedial measures shall be performed by the Contractor at no cost to the Owner.
- E. **Unauthorized Excavation.** Unauthorized excavation below design elevations shall be backfilled with approved material to the design elevations at no cost to the Owner.
- F. **Unsuitable Bearing Materials.** Unsuitable bearing materials encountered at design elevations shall, upon written direction of the Engineer/Architect, be removed, and suitable bearing material shall be placed by the Contractor.
- G. **Rock Excavation**
  - 1. **Definition.** Rock excavation, wherever used as the name in excavating material, shall mean any material which requires for its removal, drilling and blasting, wedging, sledging, barring, or breaking up with a power operated hand tool. Any material which can be excavated using a hand pick and shovel, power operated excavator, power operated backhoe, or power operated shovel shall not be defined as rock excavation.
  - 2. **Blasting.** No blasting shall be permitted.
  - 3. **Limits.** Unless otherwise noted, rock excavation shall be to the bottom of structures and to a minimum clear width of 6 inches around the outer limits of the structures.
- H. **Disposal.** All excavated material shall be disposed of as specified herein, unless otherwise shown.
  - 1. **Satisfactory Material.**
    - a. Excavated material which is satisfactory may be used for backfill and embankments.
    - b. Surplus excavated material which is satisfactory shall be disposed of on site where directed by the Owner.
  - 2. **Unsatisfactory Material.** Excavated material which is unsatisfactory for backfill and embankment material shall be disposed of on site where directed by the Owner.

### 3.4 COLD WEATHER PROTECTION

- A. **Excavations at Grade.** Protect excavation bottoms or material on which foundations will be constructed against freezing.
- B. **Constructed Foundations.** Protect constructed foundations from freezing until frost protection is in place.

- 3.5 **EMBANKMENT SURFACE PREPARATION.** Remove topsoil and place in a separate stockpile. Remove debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to proofrolling and placement of fill for embankment. Sloped surfaces steeper than 1 vertical to 8 horizontal shall be continuously benched so that embankment material will bond with existing surface. Prior to placement of the embankment, the entire surface below it shall be compacted and proof rolled, the surface shall then be scarified/roughened by barrowing, plowing, disking, or other approved methods to provide a bond between the embankment material and original foundation material.
- 3.6 **PROOFROLLING.** Unless directed otherwise, all subgrades for pavements, slabs, and embankments shall be proofrolled. The proofrolling equipment shall consist of a pneumatic-tired vehicle such as a loaded dump truck or a vehicle acceptable to the Owner. The gross load of the vehicle shall be at least 25 tons. The entire plan area of the subgrade shall be rolled with at least two passes of the vehicle over the entire plan area or as directed by the Owner. Adjacent passes shall be offset no more than 6 inches to provide complete coverage of the area. Any soft, wet, or weak areas detected by the proofrolling shall be removed and replaced with material acceptable to the Owner or scarified, moisture conditioned, and recompacted. Proof rolling shall be completed in the presence of the Owner's representative.
- 3.7 **BACKFILL**
- A. **General.** Place backfill material in layers to required elevations for each area classification listed below, using materials specified in Part 2 of this section.
1. Backfill excavations as promptly as work permits, but not until completion of the following:
    - a. Acceptance of construction below finish grade including, where applicable, dampproofing, waterproofing, and perimeter insulation.
    - b. Inspection, testing, approval, and recording locations of underground utilities have been performed and recorded.
    - c. Removal of concrete formwork.
    - d. Removal of shoring and bracing, and backfilling of voids with satisfactory materials. Cut off temporary sheet piling driven below bottom of structures and remove in manner to prevent settlement of the structure or utilities, or leave in place if required.
    - e. Removal of trash and debris from excavation.
    - f. Permanent or temporary horizontal bracing is in place on horizontally supported walls.
- B. **Placement.** No material shall be placed covering other work until such work has been approved by the Owner. No material shall be placed over snow or frozen material.
1. Place materials specified in Part 2 in lifts as specified in paragraph 3.7 C. Before compaction, moisten or aerate each lift as necessary to provide

appropriate moisture content. Compact each lift to required percentage of maximum dry density for each area classification. Do not place any lift on surfaces that are muddy or frozen, or contain frost or ice.

2. Place backfill and fill materials evenly adjacent to structures, piping, or conduit to required elevations. Prevent wedging action of backfill against structures by carrying material uniformly around structure to approximately same elevation in each lift. Use care in backfilling of trenches to avoid damage or displacement of piping and conduits.
3. Control all compaction and provide minimum percentage of density specified for each area classification indicated in paragraph 3.7 C. Correct improperly compacted areas or lifts of soils if soil density tests indicate inadequate compaction.
4. Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth the finished surface within specified tolerances; compact with uniform levels or slopes between points where elevations are indicated or between such points and existing grades.
5. Grade areas adjacent to building lines to drain away from structures and to prevent ponding. Finish surfaces free from irregular surface changes and as follows:
  - a. Lawn or Unpaved Areas. Grade areas to receive topsoil to within not more than 0.10 foot above or below required subgrade elevations.

### **C. Compaction**

1. General. Unless noted otherwise, all reference to degree of compaction is expressed as a percentage of the maximum dry density in accordance with ASTM D 698 (standard Proctor).
2. Backfill. Backfill shall be placed in 6-inch loose layers, 4-inch loose layers when hand-operated tampers are used, and each layer compacted to not less than 95 percent of maximum dry density. The moisture content shall be not greater than 1 percentage point below optimum moisture content and not greater than 3 percentage points above optimum moisture content. Backfill for voids, depressions, or holes resulting from the demolition of existing structures shall be compacted at 100 percent maximum density.
3. Where the subgrade or a lift of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade or lift of soil material. Apply water in minimum quantity as necessary to prevent free water from appearing on surface during or subsequent to compaction operations.

4. Embankments. Embankment material shall be placed in 6-inch loose layers and each layer compacted to not less than the percent of maximum dry density specified herein. The moisture content shall be not less than optimum moisture content and not greater than 3 percentage points above optimum moisture content. For material which displays pronounced elasticity or deformation under action of compaction equipment, the moisture content shall be reduced to optimum if necessary to secure stability.

<b>Compaction Maximum Dry Density lbs/cf</b>	<b>Percent Maximum Dry Density</b>
90-104.9	102
105-119.9	100
120 and more	98*

\*100 if embankment supports a structure foundation.

### 3.8 FIELD QUALITY CONTROL

#### A. Testing

1. The Owner will retain the services of soils testing laboratory to inspect and test subgrades, backfill, and embankment layers, including performance of field density tests. Contractor shall keep the Owner notified of construction schedules and progress to allow for coordination and scheduling of site visits by the soils laboratory. The number and frequency of tests will be established by the Owner.
2. Allow the Owner's testing services to inspect and approve subgrades, backfill, and embankment layers before further construction work is performed.
3. If the subgrade, backfill, or embankment is below specified density, provide additional compaction and testing at no additional cost to the Owner.
4. Settling. Where settling is measurable or observable during the general project warranty period, remove the surface (pavement, lawn, or other finish), add backfill, compact, and replace surface at no cost to the Owner.

### 3.9 GRADING FOR SEEDING

- A. **Rough Grading.** All areas shall be trimmed and graded to within 4 inches of the finished grades. These areas are to be free from rock or other foreign material 3 inches or greater in any dimension.
- B. **Finished Grading.** Topsoil at a depth of 2 to 4 inches shall be spread across the entire constructed embankment so as to conform to the finished grades and provide a suitable seed bed. Contractor shall remove all roots, sticks, stones (3 inches in any dimension or larger), weeds, and other debris from the topsoil.

END OF SECTION



## SECTION 32 10 01.01

### PAVEMENT AND WALKS

#### PART 1 - GENERAL

- 1.1 **RELATED DOCUMENTS.** Drawings and general provisions of Contract, including General and Supplementary Conditions, Division 1, and all related specification sections, apply to this section.
- 1.2 **DESCRIPTION OF WORK.** Provide the labor, tools, equipment, and materials necessary to construct the pavement and walks in accordance with plans and specifications.
- 1.3 **QUALITY ASSURANCE**
- A. **Standards.** Material and work shall be in conformance with:
1. ODOT – Ohio Department of Transportation.
- B. **Testing Laboratory.** Engage an acceptable testing laboratory to perform subgrade inspection and compaction tests.
- 1.4 **SUBMITTALS.** Submit all submittals in accordance with the Division 1 Submittal Requirements and the requirements within this specification section.
- A. **Submittal Package No. 1 – Product Data**
1. Product Data on all materials.
  2. Written certification that all materials and mixes are in conformance with specifications.
- 1.5 **JOB CONDITIONS** (Not used)
- 1.6 **DELIVERY, STORAGE, AND HANDLING**
- A. **Delivery.** Comply with ODOT Item 401.11 hauling requirements.
- B. **Storage.** Comply with ODOT Item 106.05.
- C. **Handling.** Comply with ODOT Item 106.06.
- 1.7 **SPECIAL WARRANTY** (Not used)

#### PART 2 - PRODUCTS

- 2.1 **MATERIAL.** All materials shall be in accordance with ODOT "Construction and Material Specifications."
- A. **Bases**
1. Aggregate. Aggregate base shall be in accordance with ODOT Item 304. Do not use slag.

2. **Asphalt Concrete.** Asphalt concrete base shall meet the specifications of ODOT Item 301.
  3. **Portland Cement Concrete.** Portland cement concrete base shall meet the specifications of ODOT Item 305.
- B. **Prime Coat.** Prime coat shall be in accordance with ODOT Item 408. Materials shall conform to the applicable requirements of 702 for the asphalt material and use one of the following types: 702.02 RC-70, RC-250, MC-30, MC-70, or MC-250; or 702.03 Primer 20.
- C. **Tack Coat.** Tack coat shall be in accordance with ODOT Item 407. Materials shall conform to the applicable requirements of 702 for the asphalt material and use one of the following types: 702.04 RS-1, SS-1, SS-1h, CRS-1, CSS-1, CSS-1h; or 702.13.
- D. **Asphalt Concrete**
1. **Surface Course.** Asphalt concrete surface course shall be in accordance with ODOT Items 441, 446, and/or 448 and as indicated on the plans. The surface course type shall be as indicated on the plans.
  2. **Intermediate Course.** Asphalt concrete intermediate course shall be in accordance with ODOT Items 441, 446, and/or 448 and as indicated on the plans. The intermediate course type shall be as indicated on the plans.
- E. **Concrete with Portland Cement.** Concrete shall be in accordance with ODOT Item 452.
- F. **Expansion Joint.** Expansion joints shall be 1/2-inch-thick premolded, nonextruding type.
- G. **Parking Bumpers.** Parking bumpers shall be precast concrete, standard curb type, and predrilled for anchoring.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. **Coordination.** Coordinate all pavement installation with proper authorities and with other work of contract such that there is minimum disruption of the completed pavement and/or delays of other work.
- B. **Verification of Conditions.** Verify that subgrade is at proper elevation and slope where required and that moisture will not interfere with compaction.
- C. **Topsoil.** Remove topsoil. See Section 32 90 02, "Grading and Seeding."
- D. **Subgrade**
1. See Sections 31 23 00, "Excavation, Backfill, and Embankments," for compaction requirements.
  2. Remove all loose and foreign materials.

3. Place base material when the subgrade is free of ruts and standing water.

**E. Slope**

1. Slope pavement to drain away from buildings and structures.
2. Driveways in open areas shall have a center crown.
3. Cross slope for driveways and walks shall be 3/16 inch per foot unless otherwise shown.

**F. Existing Pavement**

1. Conform pavement to the grade of existing pavements or walks unless noted otherwise.
2. Where it is necessary to disturb existing Portland cement concrete pavements or walks, saw-cut in neat, straight lines a minimum depth of 2 inches.
3. Where it is necessary to disturb existing asphalt concrete pavement or walks, saw-cut the asphalt concrete with straight vertical edges. Seal all cut bituminous surfaces with a bituminous material.

**G. Arrange for inspection** and testing as work progresses.

**3.2 PAVEMENT.** All construction shall be in accordance with ODOT "Construction and Material Specifications."

**A. Asphalt Pavement**

1. Aggregate Base.
  - a. Aggregate base shall consist of compacted aggregate applied in layers of equal thickness to a depth shown and in accordance with Item 304.04.
  - b. Maximum lift thickness shall be 8 inches when vibratory rollers greater than 12 tons are used, 6 inches when vibratory rollers between 10 and 12 tons are used, and 4 inches when vibratory rollers are not used.
  - c. Compaction shall be in accordance with ODOT Item 304.05.
2. Prime Coat. Apply according to ODOT Item 408 at the rate of 0.40 gallon per square yard.
3. Install asphalt concrete base in two layers each 3 inches thick after compaction.
4. Wearing Surface.
  - a. Unless otherwise shown, wearing surface shall consist of 3 inches of asphalt concrete applied in two layers.
  - b. The surface course shall be 1-1/4 inches thick after compaction.
  - c. The intermediate course shall be 1-3/4 inches thick after compaction.

5. Install asphalt concrete base and asphalt pavement in accordance with ODOT Items 301, 441, 446 or 448 surface course, and 446 or 448 intermediate course. The surface course type and intermediate course type shall be as shown.

**B. Gravel Pavement**

1. Gravel pavement shall consist of an 8 inch course of compacted aggregate base applied in two layers, each 4 inches thick after compaction.
2. Place in accordance with ODOT Item 304.04.
3. Compact in accordance with ODOT Item 304.05.

**C. Resurfacing**

1. Surface Preparation. Place no material until the existing surface areas have been examined and all holes, broken edges, cracks, and damaged areas have been repaired.
2. Tack Coat. Apply according to ODOT Item 407 at the rate of 0.15 gallon per square yard.
3. Wearing Surfaces. Resurface existing areas shown on the plans with a minimum of 2 inches of ODOT Item 448 asphalt concrete after compaction.

**D. Temporary Pavement**

1. Temporary pavement is limited for use as temporary patches in existing streets, drives, and walks.
2. Temporary pavement shall be the asphalt concrete surface course specified in this section.
3. The surface on which the temporary pavement is to be placed shall be cleaned and maintained free of materials that would contaminate the mixture or preclude proper placement.
4. All temporary pavement shall be a minimum of 2 inches thick unless noted otherwise.
5. Conform pavement to the grade of the existing street, drive, or walk.

3.3 **ASPHALT CONCRETE WALKS.** Construct as specified for asphalt concrete pavement, except aggregate base shall be 4 inches thick and the wearing surface meeting ODOT Item 441 shall be a minimum of 2 inches thick.

3.4 **CONCRETE WALKS.** Concrete walks shall be 4 inches thick, except on driveways which will be 6 inches set on a 4-inch compacted aggregate base. Float-finish concrete with a tooled joint every 4 feet and an expansion joint every 20 feet.

**3.5 FIELD QUALITY CONTROL**

- A. **Spreading and Surface Tolerances.** The variation of the aggregate surface shall be in accordance with ODOT 301, 304, and 401 after compaction.

- B. **Compaction.** In addition to requirements of ODOT 301, 304, 401, and 441, test the aggregate by proofrolling with vehicle loads equal to or exceeding 80,000 pounds per four axles or 20,000 pounds per single axle.
- C. **Tolerance of Completed Surface.** The variation of the completed surface courses shall not exceed the requirements of ODOT 401.16.

END OF SECTION

## SECTION 32 71 00

### WETLANDS

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. **General.** Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 specification sections, apply to this section.

##### 1.2 DESCRIPTION OF WORK

- A. **General.** Provide the labor, tools, equipment, and materials necessary to construct the wetlands in accordance with the plans and as specified herein.
- B. **Scope of Work.** This section includes the work necessary to construct the wetland substrate in the constructed wetland cells. Construction of wetland components such as embankments and liners is described in other specification sections.

##### 1.3 QUALITY ASSURANCE

Not used.

##### 1.4 SUBMITTALS

Not used.

##### 1.5 JOB CONDITIONS

- A. **Coordination.** Coordinate with all other trades to prevent delays, errors, and omissions.
- B. **Provide the Engineer access** to the wetland cells at all times.

##### 1.6 DELIVERY, STORAGE, AND HANDLING

Not used.

##### 1.7 SPECIAL WARRANTY

Not used.

#### PART 2 - PRODUCTS

##### 2.1 SUBSTRATE

- A. **Substrate shall consist of organic-rich loam** and silt-loam soils. Soils shall have adequate texture and organic matter to retain moisture, allow diffusion of

oxygen and carbon dioxide, and retain nutrients for absorption through the plant roots. Suitable soils have been identified on-site within the construction area.

### **PART 3 - EXECUTION**

#### **3.1 SUBSTRATE**

- A. **Identification/Storage.** During the excavations for clay materials, remove and stockpile topsoil suitable for use as substrate for later use as directed. Shape stockpiles of suitable materials to drain and protect them to prevent losses or degradation.
- B. **Placement.** After completion of excavation, place the topsoil substrate as shown on the plans. Spread substrate in a uniform depth of approximately 8 inches, which is considered a minimum. Complete finished grading before adding hummocks as shown on the drawings.
  - 1. Perform placement of the substrate for the wetland using a low ground-pressure dozer. The tracked equipment shall operate only over previously placed substrate.
  - 2. The equipment used to spread substrate for the wetland shall not exert ground pressures exceeding 5 pounds per square inch (psi) unless approved.

END OF SECTION

## SECTION 32 90 01

### PLANTING

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. **General.** Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 specification sections, apply to this section.

##### 1.2 DESCRIPTION OF WORK

- A. **General.** Provide the labor, tools, equipment, and materials necessary to furnish and install the planting items as shown and specified herein.

##### 1.3 QUALITY ASSURANCE

###### A. **Quality**

1. All plants shall be true to type and name and labeled in accordance with the American Joint Committee on Horticultural Nomenclature of Standardized Plant Names.
2. Plants shall have a well-branched, vigorous and balanced root and top growth.
3. All measurements, such as caliper, height, spread, ball, and container size shall be in accordance with the American Standard for Nursery Stock.
4. Plants shall be free from disease, injurious insects or their eggs, mechanical wounds, broken branches, decay, or any other defects.
5. All plants shall have been growing under the same climatic conditions prevailing at the job site for a period of 12 months prior to being transplanted.

- B. **Subcontracting.** Subcontract landscape work to a single landscaping firm.

###### C. **Source Quality Control**

1. Ship landscape materials with certificates of inspection required by governing authorities. Comply with regulations applicable to landscape materials.
2. Package standard products with manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agricultural Chemists, wherever applicable.
3. Provide trees, shrubs, and plants of quantity, size, genus, species, and variety indicated for landscape work and complying with recommendations and requirements of American National Standards Institute (ANSI) Z60.1 "American Standard for Nursery Stock."



4. Label at least one tree and one shrub of each variety with a securely attached waterproof tag bearing legible designation of botanical and common name.
5. Trees and shrubs may be inspected either at place of growth or on-site before planting, for compliance with requirements for genus, species, variety, size, and quality.
6. Trees and shrubs may also be inspected for size and condition of balls and root systems, insects, injuries, and latent defects and to reject unsatisfactory or defective material at any time during progress of work.
7. Remove rejected trees or shrubs immediately from project site.

#### 1.4 SUBMITTALS

##### A. General

1. Submit all submittals in accordance with the Division 1 Submittal Requirements and this specification section.

##### B. Submittal Package No. 1 – Product Data. Submit the following:

1. Certificates of inspection as required by governmental authorities.
2. Manufacturer's or vendor's certified analysis for soil amendments and fertilizer materials.
3. Plant types, sizes, and quantities proposed.
4. Water bags/tanks proposed for manufacturing trees after planting.
5. Other data substantiating that materials comply with specified requirements.

#### 1.5 JOB CONDITIONS

- A. **General.** Complete landscape work as portions of site become available, working within seasonal limitations for each kind of landscape work required.
- B. **Planting Time.** Plant or install materials during normal planting seasons for each type of landscape work required.
- C. **Coordination with Lawns.** Plant trees and shrubs after final grades are established and before seeding.

#### 1.6 DELIVERY, STORAGE, AND HANDLING

##### A. General

1. Provide freshly dug trees and shrubs to the greatest extent possible.
2. Do not prune before delivery, except as approved.
3. Provide adequate protection of root systems and balls from drying winds and sun.
4. Do not bend or bind the trees or shrubs in such a manner as to damage bark, break branches, or destroy natural shape.

5. Provide protective covering during delivery.
6. Do not drop balled and burlapped stock during delivery.
7. Immediately after digging bare root stock, pack root system in wet straw, hay, or other suitable material to keep root system moist until planting.
8. Deliver stock after preparations for planting have been completed and plant immediately.
9. If planting is delayed more than 6 hours after delivery, set trees and shrubs in shade, protect from weather and mechanical damage, and keep roots moist as follows:
  - a. Heel in bare root stock. Soak roots in water for 2 hours if dried out.
  - b. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
  - c. Remove container-grown stock from containers at time of planting.
  - d. Periodically water root systems of trees and shrubs stored on-site with a fine-mist spray. Water as often as necessary to maintain root systems in a moist condition.
10. Immediately before delivery, spray all evergreens and any deciduous trees and shrubs in any stage of leafing with an antidesiccant at the rate specified by the manufacturer.
11. Plants not installed within 1 week will be rejected.

## 1.7 SPECIAL WARRANTY

- A. **Warranty trees and shrubs**, for a period of 2 years after date of substantial completion, against defects including death and unsatisfactory growth, but excepting defects resulting from neglect by Owner, abuse or damage by others, or unusual phenomena or incidents beyond landscape installer's control.

## PART 2 - PRODUCTS

### 2.1 PLANTINGS

- A. **Bare roots**
  1. Dig and prepare for shipment bareroot plants in a manner that will not damage roots, branches, shape, and future development.
  2. Dig them with firm, natural balls of earth, of sufficient diameter and depth to encompass the fibrous and feeding root system.
- B. **Container Grown.** Container-grown plants shall have sufficient roots to hold earth intact after removal of the container, without being rootbound.

C. **Specimen Stock**

1. Specimen stock shall have a fully developed and natural branching habit in relation to the overall plant height, typical of the species.
2. Grow specimen plants individually so that they have at no time been in contact with or crowded by adjacent plants.
3. Before specimen stock is dug at the nursery, notify the Engineer/Architect of the specimen plants selected.

2.2 **TOPSOIL.** In accordance with Section 32 90 02,"Grading and Seeding."

**PART 3 - EXECUTION**

3.1 **INSTALLATION**

A. **Time.** Start planting when all other divisions of work including finish grading have progressed sufficiently to permit planting. Plant only under favorable weather conditions and within the periods defined as follows:

1. Spring – March 15 to May 31.
2. Fall – September 1 to the time the ground is no longer workable and the temperature is below 32° F.

B. **Preparation**

1. Plant Holes.
  - a. The plant holes for all plants 4 feet or taller shall be large enough to accommodate a minimum of 12 inches of planting mixture below and around the plant ball.
  - b. For all plants smaller than 4 feet, planting holes shall be large enough to accommodate 6 inches of planting mixture below and around the plant ball.
  - c. For groundcover plants or vines, the top 6 inches of the entire planting bed area shall be planting mixture.
  - d. Test drain plant holes by filling with water twice in succession. Correct conditions resulting in the retention of water for more than 24 hours before proceeding.
  - e. Dispose of all excavated material from plant holes and beds off-site, unless otherwise directed.

C. **Planting**

1. Planting Mixture.
  - a. Do not use planting mixture in a frozen or muddy condition.
  - b. Before setting the plant in the hole, place the planting mixture in the bottom of the hole and hand tamp to achieve the specified depth beneath the plant.
2. Setting the Plant.

- a. Carefully set the plant in the hole.
  - b. Remove the binding from the top of the plant ball and lay back the burlap from the top half of the ball.
  - c. Do not pull the burlap from beneath the ball.
  - d. If the plant is container-grown, carefully remove the plant from the container at planting.
3. Backfilling. Center the plant plumb in the hole and hold rigidly in position while gradually backfilling with planting mixture, tamp, and settle with water.
  4. Mulched Saucer. Construct a watering basin or saucer of mulch 4 inches above finished grade and the same diameter of the plant hole.
  5. Finished Grade. Set all plants so that, when settled, they will bear the same relationship to finished grade as they did before being dug.
- D. **Maintenance.** Maintain planted areas until acceptance by the Owner.

END OF SECTION

## SECTION 32 90 02

### GRADING AND SEEDING

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. **General.** Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1, and all related specification sections, apply to this section.

##### 1.2 DESCRIPTION OF WORK

- A. **Scope of Work.** Provide the grading and seeding as shown and specified herein.

##### 1.3 QUALITY ASSURANCE

###### A. Certificate of Inspection

1. Ship all seeds with a certificate of inspection in accordance with the governing authorities.
2. Label all bags of seed and fertilizer with legible waterproof tags or directly on the bag.

##### 1.4 SUBMITTALS

###### A. General

1. Submit all submittals in accordance with the Division 1 Submittal Requirements and this specification section.

###### B. Submittal Package No. 1 – Product Data and Certified Statement

1. Submit seed vendor's certified statement for each grass seed mixture required that includes:
  - a. Botanical and common name.
  - b. Percentage by weight.
  - c. Percentages of purity, germination, and weed seed for each grass seed species.
2. Product Data. Submit information on all materials included in this specification.

##### 1.5 JOB CONDITIONS

- A. **General.** Proceed with grading and seeding as soon as portions of the site become available, working within seasonal limitations and the seed manufacturer's recommended limitations regarding weather conditions and temperatures.

1.6 **DELIVERY, STORAGE, AND HANDLING**

A. **Delivery**

1. Deliver seed only when site conditions are ready.
2. Deliver materials in unopened containers showing weight, mixture analysis, package date, and manufacturer.

B. **Storage and Handling**

1. Store and cover material to prevent wetting and deterioration.
2. Remove packages from the site that have become wet, moldy, or damaged, or show water marks.

1.7 **SPECIAL WARRANTY**

Not used.

**PART 2 - PRODUCTS**

2.1 **MATERIAL**

A. **Topsoil.** Topsoil shall contain:

1. A maximum of 40 percent clay in that portion passing a No. 10 sieve.
2. Between 5 and 20 percent organic matter as determined by loss on ignition of samples oven-dried at 212 degrees Fahrenheit (° F.) to a constant weight.

B. **Seed.** For wetland, pollinator, and riparian seed mixes see specification on the drawings.

C. **Mulch**

1. Straw. Straw mulch shall be baled wheat or oat straw free of weed seed, sticks, or other foreign material.
2. Wood Cellulose Fiber. Dye the wood cellulose fiber mulch green.

D. **Asphalt Emulsion.** Do not use asphalt emulsions.

**PART 3 - EXECUTION**

3.1 **EXAMINATION**

- A. **Verification.** Verify that final grades and elevations have been achieved in all areas. Remove all exposed debris and stones larger than 3/4 inch in any dimension from seeded areas.

3.2 **PREPARATION**

- A. In accordance with seed supplier recommendations.

3.3 **SEEDING**

- A. **Seed Mix.** Seed with the wetland, pollinator, or riparian mixes as specified on the plans. Seed all other disturbed areas not otherwise indicated to be seeded with wetland, pollinator, or riparian seed mixes, unless otherwise noted.
- B. **Preparation of Seedbed**
1. Remove, stockpile, and use for seedbed topsoil that is available as part of the excavated material.
  2. Remove all grass, weeds, roots, sticks, stones, and other debris and finish the seedbed with careful hand raking.
  3. If there is a deficiency of topsoil as part of the excavated materials, provide topsoil from another source at no cost to the Owner.
  4. The seedbed shall be a minimum of 4 inches of topsoil.
  5. Prepare a smooth seedbed before seeding.
- C. **Dry Seeding.** When a seed mix is sown dry, apply the materials as follows:
1. Fertilizing.
    - a. Apply fertilizer uniformly to all areas to be seeded at the rate of 10 pounds per 1,000 square feet.
    - b. Disk, harrow, or rake the fertilizer into the seedbed to a depth of 2 inches.
  2. Seeding. Mix thoroughly and sow uniformly the seed over the prepared areas. After sowing, rake, drag, or otherwise treat the area to cover the seed with soil to a depth of 1/4 inch.
    - a. Seed Mix 1. Sow this seed mix at a rate of 3 pounds per 1,000 square feet.
    - b. Seed wetland, pollinator, and riparian mixes at the rates specified on the plans.
  3. Water. Water the seeded areas at the completion of the sowing and weekly thereafter until accepted by the Owner.
  4. Mulching.
    - a. Place straw mulching material evenly over all seeded areas within 48 hours of seeding at a rate of 2 tons per acre between March 15 and October 15 and at a rate of 3 tons per acre between October 16 and March 14.
    - b. Secure straw mulching material by approved methods.
    - c. When mulching is displaced, replace it and reseed the area; repair other work damaged as a result of mulch displacement.

### 3.4 MAINTENANCE

- A. **General.** Maintain seeded areas. Fill, grade, and reseed settled and eroded areas. Seeding will not be accepted unless it is alive and healthy.

3.5 **DEMONSTRATION**

- A. **Seeded Area.** Before final acceptance the seeded area shall have:
1. Less than 2 percent bare spots over the entire area.
  2. No individual bare spots larger than 6 square inches

END OF SECTION



## SECTION 32 90 03

### INVASIVE SPECIES REMOVAL

#### PART 1 - GENERAL

- 1.1 **DESCRIPTION OF WORK.** This work is for the treatment and removal of invasive plant species in designated areas at the City of Zanesville's proposed future Y-Bridge Confluence Park, as depicted on the plan sheets attached, and described below.
- 1.2 **CONTRACTOR REQUIREMENTS.** The Contractor shall provide all expertise, labor, project management, materials, tools, licenses, certifications, and equipment necessary to accurately identify, appropriately treat, and remove the invasive plant species specified in Table 1 within areas designated on attached plan sheets and as described below. Remaining vegetation shall remain undisturbed, and care shall be taken to avoid adverse impacts to non-target plant species, to the extent possible.
- A. **Insurance:** To maintain eligibility, all potential bidders must meet liability and insurance requirements. Without exception, proof of insurance shall be provided with the bid. Specific requirements are as follows:
1. General Liability \$2,000,000 aggregate minimum.
  2. Workers Compensation \$500,000 minimum.
  3. Project Bond Insurance equal to project bid amount.
  4. Performance Guarantee.
- B. **Licensing:**
1. All contractor crew leaders must be certified to apply herbicides in Ohio and be on-site at all times.
  2. Company must possess an applicator's license in Ohio.
  3. Documentation of licensing is required with the bid.
  4. Company must provide Federal Identification Number and Pesticide Applicator License/Certification Number for all contractor crew leaders working on the project.

#### PART 2 - PREPARATION

- 2.1 **INVASIVE SPECIES REMOVAL.** The following invasive plant species listed in Table 1 below have been identified for treatment and removal at the site. However, should other invasive species not listed in Table 1 be identified on site prior to or during work, the Contractor shall notify the Design Engineer of their species and location and develop an approved plan for addressing additional invasive species.

**Table 1  
Target Invasive Species**

<b>Scientific name</b>	<b>Common Name</b>	<b>Form</b>	<b>Proposed Control Method</b>
<i>Lonicera maackii</i> , <i>L. tatarica</i> , <i>L. morrowii</i>	Asian bush honeysuckle	Shrub	>8 inches DBH will utilize Cut-stump herbicide treatment, mulch cut limbs/trunks, follow-up treatment of resprouts. <8 inches DBH shall be uprooted and fully mulched, including roots.

- A. Contractor shall minimize disturbance of non-target vegetation for site access and preparation to the extent feasible, and shall employ diligent measures to avoid adverse effects to non-target vegetation during herbicide application, mulching, material removal, and demobilization.
- B. Contractor shall prepare and submit a Work Plan for review by the Design Engineer prior to beginning work (see Section IV below). The Design Engineer shall review the Control Plan on behalf of the City and provide comments, as applicable. The Contractor shall revise the Work Plan to incorporate comments and resubmit a final Work Plan to the design Engineer for approval by the City prior to initial mobilization.
- C. Contractor shall be responsible for appropriate selection, formulation, and application of herbicides to be used in invasive species control at the site. All herbicide formulations shall contain a tracing dye to clearly identify treated areas following application.
- D. Cut limbs, trunks, roots, and branches of invasive woody species shall be mulched and stockpiled in designated areas on site as directed by the City. Plant material that cannot be mulched shall be removed from the site and properly disposed by the Contractor.
- E. Following implementation of initial control measures, Contractor shall monitor regrowth in treated areas for a minimum period of 8 weeks, and schedule follow-up treatment(s) in areas exhibiting regrowth so as to maximize effectiveness of follow-up treatments. This Scope of Work assumes a minimum of two follow-up treatments within a 12-month period following initial application will be necessary, consisting of foliar application of herbicides to areas of regrowth. However, the Contractor may propose alternative timing or methodologies in the Work Plan, subject to approval by the Design Engineer and City.
- F. Contractor shall grade and seed disturbed areas with an approved stabilization seed mix within 7 days of completing work in each area, Contractor shall repair or replace any pavement, landscaping, fencing or trees damaged or destroyed during construction. Repair or replacement shall be completed to the City's satisfaction.

**2.2 SUBMITTALS, MEETINGS, AND REPORTS**

- A. **Work Plan.** Prior to beginning work, the Contractor shall prepare and submit a Work Plan to the Design Engineer for review. The Work Plan shall detail proposed control methodologies, herbicide products, formulations, application methods, and timing for each target species. The Work Plan shall also describe proposed site access, protection, preparation, mulching, materials handling, demobilization, and other work activities, and include a proposed work schedule. The Contractor shall incorporate any comments forwarded by the Design Engineer following review, and a final Work Plan shall be approved by the City prior to beginning work.
  
- B. **Preconstruction Meeting.** Contractor shall attend an onsite preconstruction meeting with the Design Engineer and City personnel prior to beginning work. The Design Engineer shall be responsible for coordinating a mutually agreed upon meeting date and time. Contractor's Project Manager, at minimum, shall attend the preconstruction meeting. Attendance by other key Contractor personnel is strongly encouraged. The preconstruction meeting will review the Scope of Work, work methods, project schedule, task sequencing, site constraints and precautions, worker safety, site access and staging, protection of non-target vegetation and adjacent properties, site restoration, and other important aspects of the work. The Design Engineer shall prepare and distribute meeting notes to all attendees following the meeting.
  
- C. **Progress Reporting.** Contractor shall prepare and submit monthly progress reports to the Design Engineer during the 12- month work period. Progress reports shall describe work activities undertaken during the report period, provide an updated project schedule and budget, discuss resolution of any delays, obstacles, or changes to the Scope of Work during the report period, and identify any new issues or obstacles that may affect progress, with recommended solutions or mitigating actions.

END OF SECTION

## SECTION 32 11 01

### GOLF COURSE BRIDGE

#### PART 1-GENERAL

- 1.1 **RELATED DOCUMENTS:** Drawings and general provisions of the Contract, including General and Supplementary Conditions, Division 1, and all related specification sections apply to work in this section.
- 1.2 **DESCRIPTION OF WORK**
- A. **Scope of Work.** Provide all labor, tools, equipment, and materials necessary to furnish and install the golf course bridges as shown on the drawings and specified herein.
- 1.3 **QUALITY ASSURANCE**
- A. **Required Standards.** The selected golf course bridges shall have the following minimum characteristics:
1. ASCE Pre-Standard for Load & Resistance Factor Design (LRFD) of Pultruded Fiber Reinforced Polymer (FRP) structures (2021).
  2. ASCE 7-22 (or current edition): Minimum Design Loads and Associated Criteria for Building and Other Structures.
  3. 2021 International Building Code (IBD) or current edition
  4. American Association of State Highway and Transportation Officials (AASHTO) specifications (current edition).
  5. The bridges must be designed for dead loads, uniform live loads, snow loads, vehicle loads, wind loads, and seismic loads. All required structural engineering design checks must be performed, referencing material properties published in the ASCE Pre-Standard, prior to fabrication of each bridge components and assembly. Each bridge designed and assembled must be site specific.
- B. **Contractor Qualifications.** The contractor performing the installation of the pile foundations shall have installed piles of size and length similar to those shown on the plans for a minimum of 3 years prior to the bid date for this project. The contractor shall submit a list containing at least three projects completed in the last 3 years on which the contractor has installed piles of a size and length similar to those shown on the plans. The list of projects shall contain names and phone numbers of Owner's representatives who can verify the Contractor's participation on those projects.
- C. **Manufacturer Qualifications.**
1. Components shall be factory fabricated and engineered by single entity. This entity shall be registered to do business in the State of the project location.

2. Bridge supplier shall have either a minimum experience of 5 years or 10 Golf Course Bridge projects in design, production, and field consultation.

D. **Installer Qualifications.** Firm with 3 years' experience in installation of systems similar in complexity to those required for this Project.

1.4 **SUBMITTALS:** Prior to the start of fabrication or construction, the Contractor shall submit to the Engineer a design package, which shall include, but is not limited to, the following:

A. **Detailed Plans:**

1. Registration / Seal: Sealed by a licensed Professional Engineer in the state of Ohio.
2. Plan View: Full plan view of the bridge and foundation system drawn to scale. The plan view must reflect the proposed horizontal alignment as shown on the design plans.
3. Elevation View: Full elevation view of the bridge, and foundation system drawn to scale which reflect the actual vertical alignment. Elevation views shall indicate the elevation at the top and bottom of the bridge and foundation system components, horizontal and vertical break points, and location of the finished grade.
4. Details: Details of all bridge components and their connections such as the length, size and where changes occur; connections; etc.
5. Code Reference: Design parameters used along with ASCE and AASHTO references.
6. Bridge design shall consider buoyance of the bridge during high flow events and shall include an anchor system design to resist these loads to hold the bridge in place.

B. **Design Computations (If Required):** computations shall:

1. Be stamped by a licensed Professional Engineer in the State of the project location.
2. Clearly refer to the applicable ASCE and AASHTO provisions.
3. Calculations for the uplift/buoyance design shall be included in the submittals with the appropriate anchoring system. Calculations shall consider a maximum water depth of 2 feet above the top of the 7' wide bridge and 5 feet above the top of the 12' wide bridge deck.
4. Include documentation of computer programs including all design parameters.

C. **Construction Specifications:**

1. Construction methods specific to the bridge vendor chosen. Submittal requirements such as certification, quality and acceptance/rejection criteria shall be included. Details on connection of bridge units and foundation system such that assurance of uniform load transfer shall be checked.

D. **Product Data:** Submit Manufacturer's technical product data for railing components and accessories. Manufacturer to supply submittal drawings for approval to include the following:

1. Section-thru details.
2. Mounting methods.
3. Typical Elevations.
4. Key plan layout.
5. Foundations
6. Anchoring

E. **Shop Drawings:** Shop drawings shall:

1. Be stamped by a licensed Professional Engineer in the State of the project location.
2. Show actual field conditions and true elevation and location supplied after field verification.
3. Clearly detail foundation materials, methods, depths, dimensions, locations, and other pertinent criteria.

F. **Supplier Qualifications.** Submit qualifications of the supplier and manufacturer showing compliance with the requirements of paragraph 1.3.

#### 1.5 **JOB CONDITIONS**

A. **General.** Comply with all requirements of the plans and specifications, including requirements for minimal based disturbance during installation.

1. Bridges must be delivered completely assembled and ready to install.
2. Alignment should follow the horizontal and vertical alignment shown on the contract plans and as coordinated in the field to align with the existing and/or proposed cart paths.
3. Foundation design shall be by the bridge designer/manufacturer for the loads identified in this specification. The foundation design shall be such that there is no fill or material placed within the stream channel for the clear span identified in this specification.

#### 1.6 **DELIVERY, STORAGE, AND HANDLING**

A. **Store products** in manufacturer's unopened packaging until ready for installation.

B. **Field Measurements:** Check actual dimensions of the stream crossing and elevation by accurate field measurements before fabrication; show recorded measurements on final shop drawings:

1. Where field measurements cannot be made without delaying the bridge fabrication and delivery, obtain guaranteed dimensions in writing by the Contractor and proceed with fabrication of products so as not to delay fabrication, delivery and installation.

C. **Coordinate fabrication** and delivery schedule of the bridge and foundations with construction progress and sequence to avoid delay of installation.

## 1.7 WARRANTY

- A. **Contractor will be responsible** for installation defects associated with the bridge components and foundation system for a period of 12 calendar months from the date of final acceptance by the Owner.

## PART 2-MATERIALS AND TESTING

### 2.1 FIBERGLASS BRIDGE COMPONENTS (Or approved equal material): shall conform to the following:

- A. **Bridges** manufactured using “Open Molding” process where resin is exposed to the atmosphere during the curing process. The use of Open Molding is critical to achieve several of the design parameters of the finished product. The bridges and their foundation shall be designed by a professional engineer in the state of Ohio with the following general requirements:
1. The bridges shall be made completely of materials that are proven to resist rot, rust, or other forms of deterioration for 25+ years.
  2. Bridges must be supplied with decks that meet or exceed commercial standards for slip resistance.
  3. Bridges must have a natural wood appearance.
  4. Design Loads: 6’ wide bridge: 5,000 lbs minimum loading; 12’ wide bridge 12,000 lbs minimum loading.
- B. **Shapes like arched profile Bridges** can only be manufactured using Open Molding.
- C. **Finishes** like ‘real wood-like’ Decks can only be achieved using Open Molding.
- D. **Bridges – Beams and Deck** -that are completely fused and bonded to create monolithic bridge units without mechanical connections can only be made using Open Molding Fiberglass processes.

### 2.2 MATERIALS

- A. **Gelcoat:** Polyester neo pentyl glycol type, to obtain optimum processing and service qualities in the finished product. Formulated to be non-fading, non-chalking, ultraviolet stabilized and scratch resistant. Matte, non-glare, textured finish and color by addition of specifically formulated pigments.
- B. **Resin:** Fire retardant polyester type brominated reactor blended resin.
- C. **Glass:** Fibers of glass to suit resin system.

### 2.3 REQUIRED PHYSICAL & MECHANICAL PROPERTIES FOR FRP MATERIALS

Physical Property	Requirement	ASTM Test Method	Min. No. of Tests	COV
Barcol Hardness	Greater than 40	D2583	5	Less than 10%
Glass Transition Temperature	Greater than 180°F (82°C)	D4065	5	Less than 10%
Coefficient of Thermal Expansion	Less than $7.5 \times 10^{-6}$ in/in/°F (longitudinal)	D696	5	Less than 10%
Moisture Equilibrium Content	Less than 2%	D570, §7.4	5	Less than 10%

Mechanical Property	Minimum Requirement	ASTM Test Method	Minimum Number of Tests
Longitudinal Tensile Strength	30,000 psi	D638	10
Transverse Tensile Strength	7,000 psi	D638	10
Longitudinal Tensile Modulus	$3 \times 10^6$ psi	D638	10
Transverse Tensile Modulus	$0.8 \times 10^6$ psi	D638	10
Longitudinal Compressive Strength	30,000 psi	D6641	10
Longitudinal Compressive Modulus	$3 \times 10^6$ psi	D6641	10
Transverse Compressive Modulus	$1 \times 10^6$ psi	D6641	10
In-Plane Shear Strength	8,000 psi	D5379	10
In-Plane Shear Modulus	$0.4 \times 10^6$ psi	D5379	10
Interlaminar shear strength	3,500 psi	D2344	10
Longitudinal pin-bearing strength	21,000 psi	D953 <sup>a</sup>	10
Transverse pin-bearing strength	18,000 psi	D953 <sup>a</sup>	10
Pull-through strength per fastener t = 3/8 in t = 1/2 in t = 3/4 in	650 lb 900 lb 1,250 lb	D7332/Proc. B	10



Mechanical Property	Minimum Requirement	ASTM Test Method	Minimum Number of Tests
Longitudinal Tensile Strength	20,000 psi	D638	10
Transverse Tensile Strength	7,000 psi	D638	10
Longitudinal Tensile Modulus	1.8 x 10 <sup>6</sup> psi	D638	10
Transverse Tensile Modulus	0.7 x 10 <sup>6</sup> psi	D638	10
Longitudinal Compressive Strength	24,000 psi	D6641	10
Transverse Compressive Strength	15,500 psi	D6641	10
Longitudinal Compressive Modulus	1.8 x 10 <sup>6</sup> psi	D6641	10
Transverse Compressive Modulus	1.0 x 10 <sup>6</sup> psi	D6641	10
Longitudinal Flexural Strength	30,000 psi	D790	10
Transverse Flexural Strength	13,000 psi	D790	10
Longitudinal Flexural Modulus	1.6 x 10 <sup>6</sup> psi	D790	10
Transverse Flexural Modulus	0.9 x 10 <sup>6</sup> psi	D790	10
In-Plane Shear Strength	6,000 psi	D5379	10
In-Plane Shear Modulus	0.4x 10 <sup>6</sup> psi	D5379	10
Interlaminar shear strength	3,500 psi	D2344	10
Longitudinal pin-bearing strength	21,000 psi	D953 <sup>a</sup>	10
Transverse pin-bearing strength	13,000 psi	D953 <sup>a</sup>	10
Pull-through strength per fastener		D7332/Proc. B	10
t = 3/8 in	650 lb		
t = 1/2 in	900 lb		
t = 3/4 in	1,250 lb		

## 2.4 FABRICATION

- A. **Bridge components** must be manufactured using resins which will achieve a class 1 flame spread rating of less than 0.25.
- B. **Gelcoat thickness** must be 0.015 to 0.025 inches.
- C. **Bridge components – Beams and Deck** – for any single span Bridge must be factory bonded and fused to create monolithic unit without the use of mechanical connections (screws, bolts, etc.). Mechanical connections may be used to attach guardrail/curb systems.
- D. **Products** must be true to profile without distortion due to shrinkage in curing processes.
- E. **Finished thickness of laminate** must not be less than specified in the engineering analysis process for each bridge.
- F. **Slip Resistance:** The Dynamic Coefficient of Friction (DCOF) values, as defined by ANSI A 326.3 standard, identify that a wet surface demonstrating a DCOF of 42 value qualifies as acceptable traction surface.

## 2.5 FINISH

- A. Finished surfaces shall be free from all defects with no splintering or loose shards of glass.

- B. Finished bridges must be guaranteed against warping, delamination, chalking, cracking, breakage (other than for malicious cause or misuse) for a period of 5 years from the date of installation.

### PART 3 - EXECUTION

#### 3.1 DESIGN

- A. The Bridge Manufacturer shall utilize the proposed stream restoration design and measurements, survey, or soils data provided by the Contractor or collected by the manufacturer themselves of the proposed bridge locations identifying information required for the design, including the foundation design.
- B. **The designer of the bridge**, foundation and curbs shall be a qualified registered Professional Engineer licensed in the State of the project location and having a minimum of 20 years of experience in the design of structures, foundation and curbs.
- C. **Design Criteria:** The design of the bridge, foundation, and curb system shall comply with the following guidelines:
  - 1. ASCE Pre-Standard for Load & Resistance Factor Design (LRFD) of Pultruded Fiber Reinforced Polymer (FRP) structures (2021).
  - 2. ASCE 7-22 (or current edition): Minimum Design Loads and Associated Criteria for Building and Other Structures.
  - 3. 2021 International Building Code (IBC) or current edition.
  - 4. American Association of State Highway and Transportation Officials (AASHTO) specifications (current edition).
  - 5. The bridges must be designed for dead loads, uniform live loads, snow loads, vehicle loads, wind loads, and seismic loads. All required structural engineering design checks must be performed, referencing material properties published in the ASCE Pre-Standard, prior to fabrication of each bridge components and assembly. Each bridge designed and assembled must be site specific.
- D. **Foundations.** The bridge foundations are the responsibility of the bridge design engineer and may consist of concrete abutments, helical piles, auger cast piles, or other method selected by the design engineer based on the site conditions, required bridge loading, and required bridge span to adequately support the bridge and the bridge load without damage to the structure or foundations and settlement limited to a maximum of 1-inch.
- E. **Load Test.** Load test must be carried out for each assembled bridge prior to shipment. This test is performed for the bridge design load in the factory test facility.
- F. **Anchoring.** The Bridge design shall consider buoyancy of the bridge during high flow events and shall include an anchor system designed to resist these loads to hold the bridge in place. Calculations for the uplift/buoyancy design shall be included in the submittals with the appropriate anchoring system included in the shop drawings.

3.2 **PREFABRICATED GOLF COURSE BRIDGE**

- A. **Installation of the prefabricated golf course bridge** system shall be performed in accordance with the approved plans and manufacturers installation instructions. Bridge manufacturer shall provide a field representative to review installation instructions with the Contractor and Engineer and to certify that the installation has been performed according to the approved drawings and manufacturer's instructions.
- B. **Bridges.** A total of two bridges are required for this project. The bridges shall have the following general dimensions as located on the drawings:
1. 7 ft. wide by 40 ft. span/length
  2. 12 ft. wide by 40 ft. span/length.

**END OF SECTION**