

RE: River Corridor Public Sanitary Sewer Extension
397 S Main Street, South Lebanon, Ohio 45150

FROM: McGill Smith Punshon, Inc.
3700 Park 42 Drive - Suite 190 B
Cincinnati, Ohio 45241
513-759-0004

TO: Prospective Bidders

This addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated August 15, 2025. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

Addendum #3 consists of the following:

CLARIFICATIONS:

1. The EJCDC documentation was missing from the original Bid Package and is included with this addendum. See attached revised Table of Contents and updated Division 00 specifications.

REQUESTS FOR INFORMATION:

1. *Is there any additional geotechnical information that you can share? The geotechnical report information issued for boring B-12 near the proposed pump station was terminated at 604.0' but the bottom of the wet wells is 594.41'.*
 - a. **We don't have additional geotechnical information and we don't know the reasoning why boring B-12 was terminated at that elevation. However, the geotechnical engineer will be performing third-party testing and monitoring construction progress so if there are issues with subsurface conditions during construction, we will have a means to provide solutions for subsurface conditions at that time.**
2. *It appears the flow meter is to be provided by the Owner – please confirm.*
 - a. **Yes, the flow meter located at STA 89+39.70 will be provided by the Owner.**
3. *Will an allowance be added for any pavement damage that occurs due to site access, material delivery or dump trucks?*
 - a. **No, bidders are to include costs of repair or replacement in their unit cost breakdown, outside of what is already accounted for in the plans, since this falls into the Contractor's Means & Methods and their work plan.**
4. *On sheet C25, keyed note #1 requires adding (2) additional supports per span if conditions vary from what is shown. Could an allowance be provided to cover this potential additional work?*
 - a. **The Owner allowance will be used to address any additional unforeseen conditions.**
5. *Please provide the weight limit of the bridge going over the Little Miami River.*
 - a. **The design team did not perform a complete bridge capacity analysis. See "Design Loads" on sheet C25.**

6. *On sheet C14, what is the scope of work in the triangular shaped area with a temporary grading easement (width varies) and what is the access point to this area?*
 - a. **Fill dirt is needed around sanitary manhole 26 and the triangular area is the borrow area for this dirt. Access to the temporary grading easement is across the Oeder property.**
7. *On sheet C15, what is the estimated thickness of the concrete slabs and pavement to be removed?*
 - a. **The design team does not have any information on the existing slabs or foundations at the pump station site. A unit cost for demolition and removal of concrete slabs and foundations will be requested, tracked by the Contractor, and paid for from an allowance.**
8. *On page 68 of 840 in the specifications, there appears to be minority goals required for this project. How should bidders address / proceed.*
 - a. **The MBE and WBE goals are only goals, not requirements.**
9. *Can clarification be provided for the backfilling of the gravity sanitary sewer and force main under the bike path?*
 - a. **Any trench under or within 3' of any pavement edge (path or road) should have CDF backfill.**
10. *Is a bid bond required?*
 - a. **Yes, a bid bond is required. Refer to the EJCDC information included with this addendum for type and amount.**
11. *Can the clearing and grubbing limits be clarified?*
 - a. **The clearing limits are clearly defined for the control building site. Everywhere else, the clearing limits are limited to an as needed basis (based on the contractor's means and methods) within the Right-of-Way and construction limits. We have added a clearing allowance.**
12. *Do you have any specifications on the JWC grinder at the influent grinder chamber?*
 - a. **Specifications for the Pump Station equipment that were missing from the Bid Package are included with this addendum.**
13. *Panel MP-11 is not on electrical floor plan. Assuming it will be in electric rm 105? Please advise.*
 - a. **Panel MP-11 will be installed to the West of panel MCB – see revised sheet E2 attached.**
14. *Fire alarm is shown on electrical and in specs. Sheet G2 states fire alarm is not required. Please advise.*
 - a. **A fire alarm is not required, and it has been removed from the electrical drawings.**
15. *Assuming we are pathways only for data. There is no Division 27 in the specs.*
 - a. **Yes, pathways only for data.**
16. *Specs mention lightning protection for the building, but it is not mentioned on drawings. Please confirm we are to install lightning protection for the building.*
 - a. **Lightning protection should be included. See revised sheets E2 & E6 attached.**
17. *Can you confirm that the HVAC will be local controls only and not on an Automation system?*
 - a. **HVAC for the Control building will be local controls only.**

SUBSTITUTION REQUEST:

1. None as of this addendum.

ATTACHMENTS:

- Revised Table of Contents
- EJCDC Specifications
- Pump Station Equipment Specifications
- Davis Bacon Wage Rates
- Bid Breakdown / Unit Cost Sheet (3 pages)
- Revised Drawing Sheet E2
- Revised Drawing Sheet E6

END OF ADDENDUM #3

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City of South Lebanon
South Lebanon, Ohio
River Corridor Public Sanitary Sewer Extension Project

ADVERTISEMENT FOR BIDS

Sealed Bids for the City of South Lebanon River Corridor Public Sanitary Sewer Extension Project will be received by the City of South Lebanon at the South Lebanon Municipal Building, 10 N. High Street, South Lebanon, Ohio 45065, until Tuesday, November 18, 2025, at 10:00 a.m. local time, at which time bids received will be publicly opened and read aloud.

In general, the project consists of the installation of approximately 5,000 l.f of gravity sanitary sewer, 8,000 l.f. of sanitary sewer force main, and pump station and control building in the City of South Lebanon.

The Bidding Documents which include plans and specifications may be obtained at Bidder's cost by contacting ARC Document Solutions, 4219 Malsbury Drive, Cincinnati, OH 45242, (513) 326-2300. For additional information regarding the project, please visit the website www.southlebanonohio.org.

The City will not be responsible for full or partial sets of bidding documents, including Addenda if any, obtained from sources other than ARC Document Solutions.

Bids must be signed and submitted on the separate bidding forms and sealed in a properly identified envelope.

The bid security shall be furnished in accordance with Instructions to Bidders.

Attention of bidders is called to all of the requirements contained in the bid packet, particularly to the Federal Labor Standards Provisions and Davis-Bacon Wages, various insurance requirements, various equal opportunity provisions, and the requirement for a payment bond and performance bond for 100 percent of the contract price.

No Bidder shall withdraw his Bid within sixty (60) days after the actual opening thereof.

The Owner reserves the right to reject any or all Bids, waive irregularities in any Bid, and to accept any Bid which is deemed by Owner to be most favorable to the Owner.

The bid notice is also available at www.southlebanonohio.org.

City of South Lebanon
Jerry Haddix
City Administrator

INSTRUCTIONS TO BIDDERS

ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders will 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 where the bidding procedures are to be administered.

B. Bid Security - Bid Guarantee Bond, certified check, cashier's check or letter of credit in the form and amount required by ORC 153.

C. Performance Bond - The Bond in the form and amount required by ORC 153.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained as stated in the advertisement or invitation to bid. The cost for obtaining the Bidding Documents is the Bidder's responsibility and is nonrefundable.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its bid and within five days of Owner's request Bidder shall submit written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and the following information:

- a. Evidence of Bidder's authority to do business in state where the project is located.
- b. Bidder's state or others contractor license number, if applicable.
- c. Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these instructions, "Subcontractors, Suppliers, and Others."
- d. Other required information regarding qualifications.

- 3.02** A Bidder's failure to submit required qualification within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03** No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04** Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

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

4.01 Site and Other Areas

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

4.02 Existing Site Conditions

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

- 1.** The Supplementary Conditions identify:
 - a.** those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site;
 - b.** those plans known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities);
 - c.** Reports and plans 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 plans.
- 2.** Owner will make copies of reports and plans referenced above available to any Bidder on request. These reports and plans 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 plans.

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.
4. If a Geotechnical Report is provided, nothing in the Geotechnical Report is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.

Bidders cannot rely solely on the Geotechnical Report. Bids should be based on a comprehensive approach that includes an independent review and analysis of the Geotechnical Report, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are shown in the Geotechnical Report.

B. Underground Facilities

Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by Owners of such Underground Facilities, including Owner, or others.

C. Adequacy of Data

Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Plans or Specifications or identified in the Contract Documents to be within the scope of the Work appear in paragraph of the General Conditions.

4.03 Site Visit and Testing by Bidders

- A. Bidder shall conduct the required Site visit during normal working hours and shall not disturb any ongoing operations at the Site.

- B. On request, and to the extent Owner has control over the Site, and schedule permitting, Owner will provide Bidder access to the Site to conduct such 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.
- C. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- D. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 Other Work at the Site

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

ARTICLE 5 – BIDDER'S REPRESENTATIONS

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

- A. examine and carefully study the Bidding Documents, and any data and reference items including any Addenda and other related data identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all plans of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions especially with respect to technical data in such reports and plans, and (2) reports and plans relating to Hazardous Environmental

Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to technical data in such reports and plans;

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

ARTICLE 6 – PRE-BID CONFERENCE

6.01 A Pre-Bid Conference is scheduled for October 20, 2025 at 9:00 a.m. at 397 Main St., South Lebanon, Ohio. Additional site visit(s) may be scheduled upon request.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all

parties recorded as having received the Bidding Documents. Questions received less than three days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 7.02** Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.
- 7.03** If any Addendum is issued within 72 hours prior to the published time for the bid opening, excluding Saturdays, Sundays and legal holidays, the bid opening will be extended with no further advertising required. Clarifications that do not change the specifications for the work may be issued within the 72-hour period without extending the bid opening date and time.

ARTICLE 8 – BID SECURITY

- 8.01** A Bid must be accompanied by Bid Security made payable to Owner in the amount of 10% percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or letter of credit on a solvent bank (on the form included in the Bidding Documents by either a Bid Guaranty Bond in the amount of 100%) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02** The Bid Security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required Contract Security, and met the other conditions of the Notice of Award, whereupon the Bid Security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid Security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 8.03** The Bid Security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid Security furnished by such Bidders will be released.
- 8.04** Bid Security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

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

ARTICLE 10 – LIQUIDATED DAMAGES

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

ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 11.01** The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, 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 at least 10 days prior to the date for receipt of Bids. Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. 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 prospective Bidders. Bidders shall not rely upon approvals made in any other manner.
- 11.02** All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01** A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or Entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a bid.
- 12.02** Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.03** The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed.

If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 12.04** If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next lowest, responsible, responsive Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid Security of any Bidder. Any Subcontractor, Supplier, individual, or Entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

- 13.01** The Bid Form is included with the Bidding Documents.

- A.** All blanks on the Bid Form must be completed by printing in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
- B.** If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

- 13.02** A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign, if requested. The corporate address and state of incorporation shall be shown.

- 13.03** A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign, if requested. The state of formation of the firm and the official address of the firm shall be shown.

- 13.04** A Bid by an individual shall show the Bidder's name and official address.

- 13.05** A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 13.06** All names shall be printed in ink below the signatures.
- 13.07** The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.08** Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.09** The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's State contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 Unit Price

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

ARTICLE 15 – SUBMITTAL OF BID

- 15.01** Bid Form is to be completed and submitted with the Bid Security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 15.02** A bid shall be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and shall be enclosed in a plainly

marked package with the Project Title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid Security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the bid shall be enclosed in a separate package plainly marked on the outside with the notation "Bid Enclosed".

- 15.03** Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

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

ARTICLE 17 – OPENING OF BIDS

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

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01** All Bids will remain subject to acceptance for 60 days after the day of the Bid opening, but Owner may, in its sole discretion, release any Bid and return the Bid Security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01** Owner reserves the right to reject any or all Bids as well as Alternates, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.
- 19.02** If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.
- 19.03** Evaluation of Bids
- A.** In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B.** For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items. 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 alternate Bids for which Owner determines funds will be available at the time of award.
- 19.04** In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 19.05** Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.
- 19.06** If the responsible Bidder does not employ 5 or more people, each employee of the contracting company will be required to complete an OPERS form which will be provided.

ARTICLE 20 – BONDS AND INSURANCE

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

ARTICLE 21 – SIGNING OF AGREEMENT

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

ARTICLE 22 – SALES AND USE TAXES

22.01 Owner is exempt from state sales and use taxes on materials and equipment to be incorporated in the Work (Exemption No. 31-600-8930) Said taxes shall not be included in the Bid. Refer to paragraph SC-7.09 of the Supplementary Conditions for additional information.

ARTICLE 23 – PREVAILING WAGE RATES

23.01 This Project is subject to Federal Davis Bacon Prevailing Wages. Therefore, the Bidder to whom the Contract is awarded will be required to pay, at a minimum, the prevailing wage rate promulgated by The U.S. Department of Labor (DOL). Applicable wage rates are included in the Bidding Documents.

ARTICLE 24 – ENGINEER'S ESTIMATE

24.01 The Engineer's Estimate for this project is \$ 8,500,000.

BID FORM

City of South Lebanon
River Corridor Public Sanitary Sewer Extension

ARTICLE 1 – BID RECIPIENT

1.01 This bid is submitted to:

**City of South Lebanon
10 N. High Street
South Lebanon, Ohio 45065**

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

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENT

2.01 Bidder accepts all of the terms and conditions of Instruction to Bidders, including without limitation those dealing with the disposition of Bid Security. 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 the Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

Addendum No.

Addendum Date

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

exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

- A.** This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B.** Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C.** Bidder has not solicited or induced any Individual or Entity to refrain from bidding; and
- D.** Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01D:
 - 1.** “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2.** “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3.** “collusive practice” means a scheme or an arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4.** “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

UNIT PRICE BID

SEE ATTACHED BID BREAKDOWN FORM ON FOLLOWING PAGE

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

ARTICLE 6 – TIME OF COMPLETION

Bidder agrees that the Work shall commence on or after receipt of Notice To Proceed and will be completed by June 30, 2027.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

- A.** Required Bid Security
- B.** Affidavit of Bidder Regarding Delinquent Personal Property Taxes

ARTICLE 8 – DEFINED TERMS

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

ARTICLE 9 – BID SUBMITTAL

BIDDER:

[Indicate correct name of bidding entity]

By:

[Signature] _____

[Printed name] _____

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, evidence of authority to sign may be required, if requested.)

Title: _____

Witness: _____

[Signature] _____

[Printed name] _____

Signature Date: _____

Physical Address for giving notices:

Telephone Number: _____

Fax Number: _____

Email Address: _____

Federal I.D. Number: _____

DO YOU EMPLOY 5 OR MORE EMPLOYEES? **YES** ☐ **NO** ☐

BID GUARANTY BOND
(Section 153.571 Ohio Revised Code)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____
_____ as principal (Bidder) and as sureties, are hereby held and firmly bound unto the City of South Lebanon as obligee (Owner) in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on the _____ day of _____, 2025 to undertake the project known as River Corridor Public Sanitary Sewer Extension.

The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate bids made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of _____ dollars. *(If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.)* For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid for River Corridor Public Sanitary Sewer Extension Project.

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

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

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

SIGNED AND SEALED this _____ day of _____, 20____.

(Signatures on next page)

BIDDER AS PRINCIPAL

Bidder: _____

[Indicate correct name of bidding entity]

By: _____
[Signature]

[Printed name] _____

Title: _____

Witness: _____
[Signature]

[Printed name] _____

Signature Date: _____

Physical Address for giving notices:

Telephone Number: _____

Fax Number: _____

Email Address: _____

Federal I.D. Number: _____

SURETY

Name: _____

Seal:

Physical Address for giving notices:

SURETY AGENT

Agency Name: _____

Physical Address for giving notices:

By: _____
Signature (Attach Power of Attorney)

Witness: _____

Name and Title: _____

**AFFIDAVIT OF BIDDER REGARDING DELINQUENT
PERSONAL PROPERTY TAXES**

STATE OF OHIO
COUNTY OF WARREN

I _____ am _____
(Name) (Title)

of _____
(Bidder)

(Address: Street, City, State, Zip)

being first duly sworn, deposes and says as follows:

(answering whichever is applicable by placing an "X" before Items 1 or 2.)

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

The Bidder is familiar with the Ohio Revised Code Section 5719.042.

Sworn and subscribed before me this

(Signature)

_____ day of _____, 202__

Notary Public in and for said State

My Commission Expires: _____

The purpose of this affidavit is to comply with the Ohio Revised Code Section 5719.042.

NOTICE OF AWARD

Date of Issuance: _____
Owner: City of South Lebanon
Project: River Corridor Public Sanitary Sewer Extension
Bidder: _____
Bidder's Address: _____

To Bidder:

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

(Describe Work or alternates awarded.)

The Contract Price of the awarded Contract is \$ _____

Three (3) copies of the proposed Contract Documents (except Plans) accompany this Notice of Award.

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

Three (3) counterparts of the Agreement, fully executed by Bidder must be delivered to City of South Lebanon.

Deliver with the executed Agreements the Contract Security and insurance documentation as specified in the General Conditions and Supplementary Conditions - Article 6.

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

Within ten days after you comply with the above conditions, Owner will return to you one fully-executed counterpart of the Agreement.

OWNER: City of South Lebanon

By:

[Signature]

[Printed name]

Title: Mayor

AGREEMENT

This Agreement is by and between the City of South Lebanon (Owner) and _____
_____ (Contractor).

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:

The project consists of the installation of approximately 5,000 l.f of gravity sanitary sewer, 8,000 l.f. of sanitary sewer force main, and pump station and control building in the City of South Lebanon.

ARTICLE 2 – THE PROJECT

2.02 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

City of South Lebanon - River Corridor Public Sanitary Sewer Extension Project

ARTICLE 3 – ENGINEER

The Project has been designed by McGill Smith Punshon, Inc.

ARTICLE 4 – CONTRACT TIMES

4.01 Time 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. Bidder agrees that the Work shall commence on or after receipt of Notice To Proceed and will be completed by June 30, 2027.

Liquidated Damages

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

ARTICLE 5 – CONTRACT PRICE

- 5.01** Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined for all work at the prices stated in Contractor's Bid provided within this document.

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 indicate the amount of Contractor's fee then payable. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A.** Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer on

or about the 25th day of each month during construction as provided in paragraph 6.02.A.1 a and b below, provided that such Application 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 Unit Price Work based on the number of units completed.

1. For Cost of the Work: Progress payments on account of the Cost of the Work will be made. 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% Cost of Work completed (with the balance being retainage). If Work has been 50% 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 (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 92% of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100% of the unit price of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

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

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due as provided in Article 15 of the General Conditions shall bear interest at the rate allowed by law at the place of the Project.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A.** Contractor has examined and carefully studied the Contract Documents and data and reference items identified in the Contract Documents.
- B.** Contractor has visited the Site, conducted a thorough, alert visual examination of the site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C.** Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D.** Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all plans of physical conditions relating to existing surface or subsurface structures at the Site if any, that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and plans, and (2) reports and plans relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to any Technical Data in such reports and plans.
- E.** Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and plans identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and (3) Contractor's safety precautions and programs.
- F.** Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- G.** Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H.** Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- I.** The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

- J.** Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – ACCOUNTING RECORDS

- 9.01** Contractor shall keep such full and detailed accounts of materials incorporated and labor and equipment utilized for the Work consistent with the requirements of Paragraph 13.01.E of the General Conditions and as may be necessary for proper financial management under this Agreement. Subject to prior written notice, Owner shall be afforded reasonable access during normal business hours to all Contractor's records, books, correspondence, instructions, plans, 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.

ARTICLE 10 – CONTRACT DOCUMENTS

10.01 Contents

A. The Contract Documents consist of the following:

- 1.** This Agreement (pages A-2 to A-10, inclusive).
- 2.** Performance Bond (pages A-11 to A-12, inclusive).
- 3.** General Conditions (pages 1 to 65, inclusive).
- 4.** Supplementary Conditions (SC-1 to SC-18, inclusive).
- 5.** Wage Determination and Payroll Submittal (inclusive).
- 6.** Specifications listed in the table of contents on page S-1 (inclusive).

Plans (Not attached, but incorporated by reference) consisting of 44 sheets with each sheet bearing the following general title: River Corridor Public Sanitary Sewer Extension Project

- 7.** Addenda (numbers _____ to _____, inclusive).
- 8.** Exhibits to this Agreement (enumerated as follows): **a.** Contractor's Bid (pages B-1 to B-8, inclusive).

9. The following which may be delivered or issued on or after the Effective Date of the Contract.
 - a. Notice to Proceed (inclusive).
 - b. Notice of Commencement (inclusive).
 - c. Certificate of Owner's Attorney (inclusive).
 - d. Certificate of Owner's Financial Officer (inclusive).
 10. The following which must be completed before payment(s) is issued.
 - a. Application for Payment.
 - b. Change Orders.
 - c. Partial Release of Liens and Claims.
 11. The following which must be completed before final payment is issued.
 - a. Application for Payment.
 - b. Change Orders.
 - c. Final Release of Liens and Claims.
 - d. Affidavit - City Income Tax.
 - e. Affidavit of Compliance, Prevailing Wages.
- B.** The documents listed in paragraph 10.01.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 10.
- D.** The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 11 – MISCELLANEOUS

11.01 Terms

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

11.02 Assignment of Contract

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

11.03 Successors and Assigns

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

11.04 Severability

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

11.05 Campaign Contributions

- A.** Contractor hereby certifies that all applicable parties listed in Division (I) of O.R.C. Section 3517.13 are in full compliance with Divisions (I) and (J) or O.R.C. Section 3517.13.

11.06 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 11.06:
 - 1.** "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2.** "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3.** "collusive practice" means a scheme or an 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.

11.07 Other Provisions

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

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

The most recent date between the two parties will serve as the effective date.

CONTRACTOR:

By:

[Signature]

[Printed name]

Title:

Witness:

[Signature]

[Printed name]

Signature Date:

Physical Address for giving notices:

Telephone Number:

Email Address:

Federal I.D. Number:

(Signature page continued on next page.)

OWNER: City of South Lebanon

By: _____
[Signature]

[Printed name]

Title: Mayor

Witness: _____
[Signature]

[Printed name]

Signature Date: _____

Physical Address for giving notices:

10 N. High Street

South Lebanon, Ohio 45065

Telephone Number: 513-494-2296

Email Address: jhaddix@southlebanonohio.org

Federal I.D. Number: 31-600-8930

PERFORMANCE BOND
(Section 153.57 Ohio Revised Code)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____ as principal (Contractor), and _____ as sureties, are hereby held and firmly bound unto the City of South Lebanon as obligee (Owner) in the penal sum of _____ dollars (\$ _____), for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal did on the _____ day of _____, 202__, enter into a certain Contract with the Owner, which said contract is made a part of this bond the same as though set forth herein;

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

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

CONTRACTOR AS PRINCIPAL

Contractor: _____

By: _____
[Signature]

[Printed name] _____

Title: _____

Witness: _____
[Signature]

[Printed name] _____

Signature Date: _____

Physical Address for giving notices:

Telephone Number: _____

Email Address: _____

Federal I.D. Number: _____

(Signature page continued on next page)

SURETY

Name: _____

Seal:

Physical Address for giving notices:

SURETY AGENT

Agency Name: _____

Physical Address for giving notices:

By: _____

Signature (Attach Power of Attorney)

Witness: _____

Name and Title: _____

NOTICE TO PROCEED

Owner: City of South Lebanon

Contractor: _____

Effective Date of Contract: _____

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence on the date issued of this notice to proceed.

On or after receipt of the Notice To Proceed, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement the date of Completion is June 30, 2027.

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

OWNER: City of South Lebanon

By: _____

[Signature] _____

[Printed name] _____

Signature Date: _____

Physical Address for giving notices:

10 N. High Street, South Lebanon, Ohio 45065

NOTICE OF COMMENCEMENT OF PUBLIC IMPROVEMENT
SECTION 1311.252 OHIO REVISED CODE

State of Ohio, County of Warren, ss:

Notice is hereby given by the undersigned public authority ("Public Authority") of the commencement of a public improvement ("Project") as follows:

(1) The Project is identified as:

Project Name: River Corridor Public Sanitary Sewer Extension Project
Location: South Lebanon, Ohio

(2) The Public Authority responsible for the Project is:

Public Authority: City of South Lebanon
Address: 10 N. High Street, South Lebanon, Ohio 45065

(3) All principal contractors on the Project, the trade and Surety of each are as follows:

Principal Contractors Name: _____
Address: _____,
Trade: _____
Surety Name and Address: _____

The Public Authority first executed a contract with a principal contractor for the Project on:

Date: _____

The name & address of the representative of the Public Authority upon whom service may be made for the purposes of serving an affidavit pursuant to Section 1311.26 of the Ohio Revised Code is:

Name: Linda S. Burke
Address: 10 N. High Street, South Lebanon, Ohio 45065

Public Authority: City of South Lebanon
Signature: _____
Title: Mayor

The signator of this Notice of Commencement of Public Improvement ("Notice") personally appeared before me on behalf of the Public Authority, a notary public in and for said county, and swore that all the information in the Notice is true as he/she verily believes and further that he/she is fully authorized by the Public Authority to give said notice.

Sworn to before me and subscribed in my presence on this _____ day of _____, 202__.

Notary Public

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of City of South Lebanon do hereby certify as follows:

I have examined the attached contract(s), surety bonds, insurance, and the manner of execution thereof, and I am of the opinion that each of the aforesaid documents meets the requirements set forth within and have been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Signature: _____

Date: _____

CERTIFICATE OF OWNER'S FINANCIAL OFFICER

WITNESS:

I, _____, Director of Finance, hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of the contract and is in the treasury of City of South Lebanon, Ohio, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

Director of Finance

SEAL:

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

Defined Terms

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.

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.

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.

Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

Bid—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidder—An individual or entity that submits a Bid to Owner.

Bidding Documents—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

Bidding Requirements—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

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.

Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

Claim—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

has declined to address. A demand for money or services by a third party is not a Claim.

Constituent of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Contract—The entire and integrated written contract between the Owner and Contractor concerning the Work.

Contract Documents—Those items so designated in the Agreement, and which together comprise the Contract.

Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .

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.

Contractor—The individual or entity with which Owner has contracted for performance of the Work.

Cost of the Work—See Paragraph 13.01 for definition.

Drawings—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

Effective Date of the Contract—The date, indicated in the Agreement, on which the Contract becomes effective.

Engineer—The individual or entity named as such in the Agreement.

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.

Hazardous Environmental Condition—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

Liens—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

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.

Notice of Award—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

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.

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.

Progress Schedule—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

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.

Project Manual—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.

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.

Schedule of Submittals—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.

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.

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.

Site—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

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.

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.

Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.

Successful Bidder—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

Supplementary Conditions—The part of the Contract that amends or supplements these General Conditions.

Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

Technical Data—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

Underground Facilities—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

Unit Price Work—Work to be paid for on the basis of unit prices.

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.

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.

Terminology

The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

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.

Day:

The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

Defective:

The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:

does not conform to the Contract Documents; or

does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

Furnish, Install, Perform, Provide:

The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

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.

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

Delivery of Bonds and Evidence of Insurance

Bonds: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

Evidence of Contractor’s Insurance: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

Evidence of Owner’s Insurance: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

Copies of Documents

Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

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.

Before Starting Construction

Preliminary Schedules: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

- 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;

- a preliminary Schedule of Submittals; and

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.

Preconstruction Conference; Designation of Authorized Representatives

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.

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.

Initial Acceptance of Schedules

At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

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.

Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

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.

Electronic Transmittals

Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

Intent

The Contract Documents are complementary; what is required by one is as binding as if required by all.

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.

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

The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

Reference Standards

Standards Specifications, Codes, Laws and Regulations

Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

Reporting and Resolving Discrepancies

Reporting Discrepancies:

Contractor's Verification of Figures and Field Measurements: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

Contractor's Review of Contract Documents: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

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.

Resolving Discrepancies:

Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

- 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

- 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).

Requirements of the Contract Documents

During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

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.

If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

Reuse of Documents

Contractor and its Subcontractors and Suppliers shall not:

have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

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.

The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

Commencement of Contract Times; Notice to Proceed

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

Starting the Work

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

Reference Points

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.

Progress Schedule

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.

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.

Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

Delays in Contractor's Progress

If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

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.

If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

- severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

- abnormal weather conditions;

- acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and

- acts of war or terrorism.

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.

Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

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

Availability of Lands

Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

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.

Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas:

Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise;

promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

Removal of Debris During Performance of the Work: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

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.

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.

Subsurface and Physical Conditions

Reports and Drawings: The Supplementary Conditions identify:

- those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

- those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and

- Technical Data contained in such reports and drawings.

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

- the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

- other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

- any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

Differing Subsurface or Physical Conditions

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

is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

is of such a nature as to require a change in the Drawings or Specifications; or

differs materially from that shown or indicated in the Contract Documents; or

is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

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

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

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.

Possible Price and Times Adjustments:

Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

such condition must fall within any one or more of the categories described in Paragraph 5.04.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; and,

Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

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

Contractor failed to give the written notice as required by Paragraph 5.04.A.

If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

Underground Facilities

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

Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

reviewing and checking all information and data regarding existing Underground Facilities at the Site;

locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

Notice by Contractor: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

Engineer's Review: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

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.

Possible Price and Times Adjustments:

Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

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;

Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

Contractor gave the notice required in Paragraph 5.05.B.

If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

Hazardous Environmental Conditions at Site

Reports and Drawings: The Supplementary Conditions identify:

those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

Technical Data contained in such reports and drawings.

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

the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

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.

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.

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.

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.

If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

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.

To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

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

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

Performance, Payment, and Other Bonds

Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

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.

Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

Insurance—General Provisions

Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

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.

Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

Contractor's Insurance

Workers' Compensation: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

- claims under workers' compensation, disability benefits, and other similar employee benefit acts.

- United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

- claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

Foreign voluntary worker compensation (if applicable).

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 damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.

claims for damages insured by reasonably available personal injury liability coverage.

claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

Commercial General Liability—Form and Content: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

Products and completed operations coverage:

Such insurance shall be maintained for three years after final payment.

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.

Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

Broad form property damage coverage.

Severability of interest.

Underground, explosion, and collapse coverage.

Personal injury coverage.

Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

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.

Automobile liability: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

Umbrella or excess liability: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

Contractor's pollution liability insurance: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

Additional insureds: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

Contractor's professional liability insurance: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

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

- include at least the specific coverages provided in this Article.

- be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

- contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

- remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

- be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

Owner's Liability Insurance

In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

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.

Property Insurance

Builder's Risk: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

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.

cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

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).

extend to cover damage or loss to insured property while in transit.

allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

allow for the waiver of the insurer's subrogation rights, as set forth below.

provide primary coverage for all losses and damages caused by the perils or causes of loss covered.

not include a co-insurance clause.

include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.

include performance/hot testing and start-up.

be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

Notice of Cancellation or Change: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

Deductibles: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

Partial Occupancy or Use by Owner: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

Additional Insurance: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

Insurance of Other Property: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

Waiver of Rights

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

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:

- loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

- loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

Receipt and Application of Property Insurance Proceeds

Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

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

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence

Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

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

Labor; Working Hours

Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

Services, Materials, and Equipment

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.

All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

“Or Equals”

Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or “or equal” item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an “or equal” item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

in the exercise of reasonable judgment Engineer determines that:

it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

it has a proven record of performance and availability of responsive service; and

it is not objectionable to Owner.

Contractor certifies that, if approved and incorporated into the Work:

there will be no increase in cost to the Owner or increase in Contract Times; and

it will conform substantially to the detailed requirements of the item named in the Contract Documents.

Contractor’s Expense: Contractor shall provide all data in support of any proposed “or equal” item at Contractor’s expense.

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.

Effect of Engineer's Determination: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

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

Substitutes

Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

shall certify that the proposed substitute item will:

- perform adequately the functions and achieve the results called for by the general design,
- be similar in substance to that specified, and
- be suited to the same use as that specified.

will state:

- the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
- 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
- whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

will identify:

- all variations of the proposed substitute item from that specified, and

available engineering, sales, maintenance, repair, and replacement services.

shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

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.

Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

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.

Contractor's Expense: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

Effect of Engineer's Determination: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

Concerning Subcontractors, Suppliers, and Others

Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

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.

Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

Nothing in the Contract Documents:

shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor

shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

Patent Fees and Royalties

Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

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.

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.

Permits

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

Taxes

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.

Laws and Regulations

Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

Record Documents

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.

Safety and Protection

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

1. all persons on the Site or who may be affected by the Work;

all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

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.

All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

Safety Representative

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

Hazard Communication Programs

Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

exchanged between or among employers at the Site in accordance with Laws or Regulations.

Emergencies

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

Shop Drawings, Samples, and Other Submittals

Shop Drawing and Sample Submittal Requirements:

Before submitting a Shop Drawing or Sample, Contractor shall have:

- reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

- determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

- determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

- determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

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

Shop Drawings:

Contractor shall submit the number of copies required in the Specifications.

Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

Samples:

Contractor shall submit the number of Samples required in the Specifications.

Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

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.

Other Submittals: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

Engineer's Review:

Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

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.

Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

Resubmittal Procedures:

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.

Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

Contractor's General Warranty and Guarantee

Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

normal wear and tear under normal usage.

Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

observations by Engineer;

recommendation by Engineer or payment by Owner of any progress or final payment;

the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

use or occupancy of the Work or any part thereof by Owner;

any review and approval of a Shop Drawing or Sample submittal;

the issuance of a notice of acceptability by Engineer;

any inspection, test, or approval by others; or

any correction of defective Work by Owner.

If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

Indemnification

To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

- the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
- giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

Delegation of Professional Design Services

Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

Other Work

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.

If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

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

Coordination

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:

- the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
- an itemization of the specific matters to be covered by such authority and responsibility; and
- the extent of such authority and responsibilities.

Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

Legal Relationships

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

Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

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

Communications to Contractor

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

Replacement of Engineer

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

Furnish Data

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

Pay When Due

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

Lands and Easements; Reports, Tests, and Drawings

Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

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.

Insurance

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

Change Orders

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

Inspections, Tests, and Approvals

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

Limitations on Owner's Responsibilities

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.

Undisclosed Hazardous Environmental Condition

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

Evidence of Financial Arrangements

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

Safety Programs

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.

Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

Owner's Representative

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.

Visits to Site

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.

Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

Project Representative

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

Rejecting Defective Work

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

Shop Drawings, Change Orders and Payments

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

Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

Engineer's authority as to Change Orders is set forth in Article 11.

Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 Determinations for Unit Price Work

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

Decisions on Requirements of Contract Documents and Acceptability of Work

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.

Limitations on Engineer's Authority and Responsibilities

Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

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.

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.

Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

Compliance with Safety Program

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

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

Amending and Supplementing Contract Documents

The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

Change Orders:

If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

Work Change Directives: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

Field Orders: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

Owner-Authorized Changes in the Work

Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

Unauthorized Changes in the Work

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.

Change of Contract Price

The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

An adjustment in the Contract Price will be determined as follows:

where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

Contractor's Fee: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

a mutually acceptable fixed fee; or

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:

for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;

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 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

Change of Contract Times

The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article

An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

Change Proposals

Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

Procedures: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

Engineer's Action: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

Binding Decision: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

Resolution of Certain Change Proposals: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

Execution of Change Orders

Owner and Contractor shall execute appropriate Change Orders covering:

- changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

- changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

- changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

- changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

Notification to Surety

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

ARTICLE 12 – CLAIMS

Claims

Claims Process: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

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.

Submittal of Claim: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

Review and Resolution: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

Mediation:

At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

Partial Approval: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

Denial of Claim: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

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

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

Cost of the Work

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:

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

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.

Costs Included: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

Supplemental costs including the following:

The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

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.

Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes

other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

The cost of utilities, fuel, and sanitary facilities at the Site.

Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

Costs Excluded: The term Cost of the Work shall not include any of the following items:

Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

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.

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.

Contractor's Fee: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

Allowances

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.

Cash Allowances: Contractor agrees that:

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

Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

Contingency Allowance: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

Unit Price Work

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.

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.

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.

Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

there is no corresponding adjustment with respect to any other item of Work; and

Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

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

Access to Work

Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

Tests, Inspections, and Approvals

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.

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

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.

Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

- by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
- to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
- by manufacturers of equipment furnished under the Contract Documents;
- for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
- for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

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

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.

If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

Defective Work

Contractor's Obligation: It is Contractor's obligation to assure that the Work is not defective.

Engineer's Authority: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

Notice of Defects: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

Correction, or Removal and Replacement: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

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.

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.

Acceptance of Defective Work

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

Uncovering Work

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

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.

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.

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.

If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

Owner May Stop the Work

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

Owner May Correct Defective Work

If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

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.

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.

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

Progress Payments

Basis for Progress Payments: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

Applications for Payments:

At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

Review of Applications:

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.

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:

the Work has progressed to the point indicated;

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

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.

By recommending any such payment Engineer will not thereby be deemed to have represented that:

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

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.

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:

to supervise, direct, or control the Work, or

for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or

to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

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.

Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

the Work is defective, requiring correction or replacement;

the Contract Price has been reduced by Change Orders;

Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

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.

Payment Becomes Due:

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.

Reductions in Payment by Owner:

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:

claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

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;

Contractor has failed to provide and maintain required bonds or insurance;

Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

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;

the Work is defective, requiring correction or replacement;

Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

the Contract Price has been reduced by Change Orders;

an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

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;

there are other items entitling Owner to a set off against the amount recommended.

If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

Contractor's Warranty of Title

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

Substantial Completion

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.

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.

If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

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.

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.

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.

Partial Use or Occupancy

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:

At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

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.

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.

No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

Final Inspection

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.

Final Payment

A. Application for Payment:

After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

The final Application for Payment shall be accompanied (except as previously delivered) by:

- all documentation called for in the Contract Documents;

- consent of the surety, if any, to final payment;

- 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.

- a list of all disputes that Contractor believes are unsettled; and

- 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.

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.

Engineer's Review of Application and Acceptance:

If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

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.

Payment Becomes Due: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

Waiver of Claims

The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

Correction Period

If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

- correct the defective repairs to the Site or such other adjacent areas;

- correct such defective Work;

- if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

- satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

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.

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.

Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work

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

Owner May Terminate for Cause

The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

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);

Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

Contractor's repeated disregard of the authority of Owner or Engineer.

If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

enforce the rights available to Owner under any applicable performance bond.

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.

Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

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.

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.

If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

Owner May Terminate For Convenience

Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

- 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;

- 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

- other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

Contractor May Stop Work or Terminate

If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

Methods and Procedures

Disputes Subject to Final Resolution: The following disputed matters are subject to final resolution under the provisions of this Article:

A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and

Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

Final Resolution of Disputes: For any dispute subject to resolution under this Article, Owner or Contractor may:

elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or

agree with the other party to submit the dispute to another dispute resolution process; or

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

Giving Notice

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

Computation of Times

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.

Cumulative Remedies

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.

Limitation of Damages

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.

No Waiver

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

Survival of Obligations

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

Controlling Law

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

Headings

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

SUPPLEMENTARY CONDITIONS
[to the EJCDC C-700 - Copyright ©2013]

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These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2013 Edition). All provisions which are not so amended or supplemented remain in full force and effect. The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereto. The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix “SC” added thereto.

SC-1.01 Defined Terms

Delete paragraph 1.01.A.5 and 1.01.A.41 of the General Conditions in its entirety and insert the following in its place:

Bidder – The individual or entity who submits a bid directly to the Owner.

Successful Bidder – The lowest, responsible Bidder submitting a responsive bid to whom Owner (on the basis of Owner’s evaluation as herein provided) makes an award.

SC-2.02 Copies of Documents

Amend the first GC-2.02.A in its entirety and insert the following in its place: Owner shall furnish to Contractor four copies of conformed Contract Documents incorporating and integrating all Addenda and any amendments negotiated prior to the Effective Date of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies of the conformed Contract Documents will be furnished upon request at the cost of reproduction.

SC-3.02 Reference Standards

Add the following language after the last sentence of GC-3.02.A.1:
By executing the Contract, the Contractor also represents and affirms that the Contractor is familiar with federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the Work.

SC-3.03 Reporting and Resolving Discrepancies

Add the following language after the last sentence of GC-3.03.B.1:

SC-3.03.C Internal Discrepancies

If any portion of the Contract Documents conflicts with any other portion, the various documents comprising the Contract Documents govern in the following order of precedence: the Agreement; these General Conditions; the Specifications; and the Plans. As between detailed plans and general plans, the detailed plans govern. As between noted materials and graphic indications of materials, the noted materials govern.

Should the Contract Documents disagree as to quality or quantity of work required, the Contractor must provide the better quality or greater quantity unless the Owner gives written instructions to the contrary.

Where the plans show only a portion of the work in full detail and the remainder is shown only in outline, the Contractor must execute the portions in outline as required for like portions shown in full detail. Where items are shown in diagrammatic/schematic plans, the Contractor must verify location with the construction manager or as instructed by the construction manager before installation.

SC-3.04 Requirements of the Contract Documents

Delete GC-3.04.A in its entirety and insert the following in its place: The Contract Documents may only be amended to provide for additions, deletions, revisions in the work which affect the price of the work or contract times, or to modify the terms and conditions thereof, by written change order or a written work change directive signed by the Owner.

SC-5.01 Availability of Lands

Delete GC-5.01.B in its entirety and insert the following in its place: Upon reasonable request, Owner shall furnish Contractor with a current Notice of Commencement.

Add the following language at the end of paragraph GC-5.01.C:
The Owner shall provide permanent easements and temporary construction easements as shown on the Plans for buried pipelines across private property. If the easements obtained are not sufficient for the Work, the Contractor shall obtain any additional easements required. There will be no additional compensation made for Contractor obtaining these easements, damages to private property outside easements, or additional cost to the Contractor because of the easements or lack thereof.

SC-5.02 Use of Site and Other Areas

Insert the following paragraph immediately following GC-5.02.D:

The Contractor shall construct and maintain all necessary temporary drainage and do all pumping necessary to keep all excavations, floors, pits and trenches relating to the Work free from water. Unless specifically assigned to another, the Contractor shall at all times provide protection for its work from rain, wind, storms, frost, or heat, so as to maintain all work, materials, apparatus and fixtures free from injury and damage. At the end of each day's work, the Contractor shall cover and/or protect to the extent possible all work likely to be damaged. If low temperatures make it impossible to continue operations in spite of cold-weather precautions, the Contractor shall cease operations and notify the Owner and Engineer in writing.

SC-5.03 Subsurface and Physical Conditions

Delete paragraphs 5.03.A and 5.03.B in their entirety and insert the following:
No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or plans of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

SC-5.04 Differing Subsurface or Physical Conditions

Delete GC-5.04.A.4 in its entirety and insert the following in its place: is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

Then Contractor shall, promptly after becoming aware thereof and in no event later than seventy-two (72) hours after first discovering that condition, and before further disturbing the subsurface or physical conditions or performing any work in connection therewith (except in an emergency as required by paragraph GC-7.15.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any work in connection therewith (except as aforesaid) until receipt of written order to do so. In the event the condition is continuing, Contractor shall send additional or subsequent notices at intervals of not less than twenty-one (21) consecutive days until the condition ceases or abates.

Add the following language at the end of GC-5.04.D.3:

In the event a claim is filed, the Contractor will not be relieved of the obligation to continue work during the resolution of the claim.

SC-5.06 Hazardous Environmental Conditions at Site

Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

No reports or plans related to Hazardous Environmental Conditions at the Site are known to Owner.

Not Used.

SC-6.01 Performance, Payment, and Other Bonds

Following GC-6.01.F add the following:

If the Contractor provided a certified or cashier's check or letter of credit as Bid Security, he shall furnish a Performance Bond in an amount at least equal to 100% of the Contract Price as security for the faithful performance of this agreement.

Each of the Bonds shall be on the forms attached to the Contract Documents, and shall have a Surety thereon. Such Surety company or companies as are approved by the Owner and in accordance with GC-6.01. Each of the Bonds shall be submitted in accordance with GC-2.01.

SC-6.03 Contractor's Insurance

Delete paragraph GC-6.03.E in its entirety and insert the following:

Umbrella or excess liability: in the event that an Umbrella Liability Policy is used to meet the limit requirements of the Specifications, the total limits available under the underlying coverage and the umbrella coverage shall not be less than \$2,000,000.

[Retain paragraph GC-6.03.G in its entirety and insert the following additional language:

Additional insureds: Whether the coverage to the Additional Insured is primary, contributing or excess, it shall provide the Additional Insureds with the same coverage and duty to defend as the primary coverage provides for Contractor.

Following CG-6.03 (I), add the following additional paragraph:

General Provisions: The policies of insurance required by this Paragraph shall:

6. include a waiver of subrogation rights against Owner and Engineer.

Following GC-6.03 add the following:

Workers' Compensations and related coverages under paragraphs 6.03.A of the General Conditions:

State: Statutory

Applicable Federal (e.g., Longshoreman's): Statutory

Employer's Liability: \$1,000,000

Contractor's General Liability under paragraphs 6.03.B of the General Conditions which shall include completed operations and product liability coverages:

General Aggregate: \$1,000,000 shall apply per project.

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

Personal and Advertising Injury (per Person/Organization): \$1,000,000

Each Occurrence (Bodily Injury and Property Damage): \$1,000,000

Property Damage liability insurance will provide Explosion, Collapse, and Underground coverage where applicable.

Excess or Umbrella Liability:

General Aggregate: \$1,000,000

Each Occurrence: \$1,000,000

Automobile Liability or Business Auto Liability under paragraph 6.03.D of the General Conditions:

1. Bodily Injury: Each person: \$500,000
Each accident: \$1,000,000

and

2. Property Damage: Each accident: \$100,000

or a

Combined Single Limit of: \$1,000,000 each accident

Contractual Liability coverage required by paragraph 6.03.C of the General Conditions shall provide coverage for not less than the following amounts:

General Aggregate: \$1,000,000

Each Occurrence (Bodily Injury and Property Damage): \$1,000,000

SC-6.05 Property Insurance

Delete paragraph 6.05.A of the General Conditions in its entirety and insert the following in its place:

Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof. Contractor shall be responsible for any deductible or self-insured retention. This insurance shall:

include the interests of Owner, Contractor, subcontractors, Engineer, and any other Individuals or Entities identified herein, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of any of them each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss and damage to the Work, temporary installation buildings, falsework, and materials and equipment in transit and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by these Supplementary Conditions.

include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

allow for partial utilization of the Work by Owner;

include testing and startup;

be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with written notice to each other loss payee to whom a certificate of insurance has been issued in accordance with the policy provisions; and

comply with the requirements of Paragraph 6.05.C of the General Conditions.

Delete GC-6.05.E in its entirety.

SC-6.06 Waiver of Rights

Add the following language after GC-6.06.D:

The Owner and the Engineer waive claims against the Contractor and Contractor waives claims against the Owner and Engineer for consequential damages arising out of or relating to this Contract. This mutual waiver includes: damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation and for loss of management or employee productivity or of the services of such persons; and damages incurred by the Engineer and Contractor for principal home office expenses, including compensation of personnel stationed there, for losses of financing, business and reputation, for loss of profit and for loss of business opportunity. This mutual waiver is applicable, without limitation,

to all consequential damages due to termination in accordance with Article 16. Nothing contained in this subparagraph 5.07.E shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

SC-7.01 Supervision and Superintendence

Delete the first sentence of GC-7.01.A and insert in its place the following:
Contractor shall supervise, inspect, and direct the work competently and efficiently according to the standard of care normally exercised by construction organizations within Ohio which are engaged in performing comparable services devoting such attention thereto and applying such skills as may be necessary to perform the work in accordance with the Contract Documents.

SC-7.06 Concerning Subcontractors, Suppliers, and Others

Add the following sentence at the end of paragraph GC-7.06.A:
If requested by Owner, Contractor must furnish names of Subcontractor, Suppliers, or other persons or organizations within five days after Bid opening. See Instruction to Bidders, Article 12 for additional information.

SC-7.09 Taxes

Add a new paragraph immediately after paragraph GC-7.09.A:

Owner is exempt from payment of sales and compensating use taxes of the State of Ohio and of cities and counties thereof on all materials to be incorporated into the Work:

Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.

Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

SC-10.03 Project Representative:

Add the following after paragraph A:

The Resident Project Representative (RPR) will be Engineer's employee or agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall be through or with the full knowledge and approval of Contractor. The RPR shall:

Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

Liaison:

Serve as Engineer's liaison with Contractor, working principally through Contractor's authorized representative, assist in providing information regarding the intent of the Contract Documents.

Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

Shop Drawings and Samples:

Record date of receipt of Samples and approved Shop Drawings.

Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

Modifications: Consider and evaluate Contractor's suggestions for modifications in Plans or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

Review of Work and Rejection of Defective Work:

Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning

whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

Inspections, Tests, and System Startups:

Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

Records:

Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

Maintain records for use in preparing Project documentation.

Reports:

Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition.

Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

Completion:

Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.

Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.

Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

The RPR shall not:

Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).

Exceed limitations of Engineer’s authority as set forth in the Contract Documents.

Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor’s superintendent.

Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor’s work unless such advice or directions are specifically required by the Contract Documents.

Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

SC-10.08 Limitations on Engineer's Authority and Responsibilities

Add the following paragraph directly after GC-10.08.E:

Under no circumstances is Engineer authorized to approve on behalf of Owner variations in the Work which result in adjustments to the contract times or contract price. Contractor may not rely upon any verbal communication from any party as to the authorization to perform work which may give rise to adjustments in contract times or contract price.

SC-11.05 Change of Contract Times

Replace GC-11.05.B with the following language:

If the Contractor wishes to make a claim for an increase in the contract times, prompt written notice as provided herein shall be given. The Contractor's claim shall include an estimate of cost and of probable effect of delay on progress of the work, a detailed schedule which identifies the critical portions of the Work impacted by the delaying event and the dates of such impact, and a statement from Contractor that the increase requested is the entire increase in the contract time associated with the claim. The failure to provide such information and statement within the time period established in Article 11 shall constitute an irrevocable waiver of the claim. In the case of a continuing delay occurring on consecutive days, only one claim is necessary, provided, however, that within ten (10) days of the cessation of the cause of the continuing delay, the Contractor shall notify the construction manager in writing that the cause of the delay has ceased. The failure to give notice of the cessation of the cause of the continuing delay shall constitute an irrevocable waiver of any claim based upon the continuing delay.

Add the following paragraph immediately after GC-11.05.B

In addition to the requirements of clause 11.05.B, if adverse weather conditions are the basis for a claim for additional time, the Contractor shall support such claim with data acceptable to the Owner and Engineer that substantiates that weather conditions were abnormal for the period of time and could not have reasonably been anticipated and that weather conditions had an adverse effect on a critical element of the scheduled construction. Notwithstanding any other provision of the Contract Documents to the contrary, the project times will not be adjusted on account of the impact of any normal adverse weather on any of the work or on account of the impact of any abnormal adverse weather on non-critical elements of the Work. The support for and evaluation of all adverse-weather claims shall be based upon average weather conditions over the ten (10) years immediately preceding the dates at issue and the claim as such weather conditions are recorded at Port Columbus International Airport, Columbus, Ohio.

SC-11.07 Execution of Change Orders

Insert the following paragraph following GC-11.07.A.4:

In no event is the Contractor entitled to reserve any rights or take other similar action with respect to a change order if the effect or intent of such reservation or action would be to accommodate a further adjustment in the contract times, contract price, or both, after the Contractor executes the change order. By executing a change order, the Contractor irrevocably certifies that the elements of the change order described are completely satisfied and waives all rights to seek further adjustment of the contract times, contract price, or both at a later date with respect to the associated change in the work.

SC-12.01 Claims

Delete Paragraph 12.01 (D) [Mediation] in its entirety, and reletter the following paragraphs D, E & F.

SC-13.01 Cost of the Work

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

Construction Equipment and Machinery:

Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

SC-15.01 Progress Payments

Replace GC-15.01.B.2 in its entirety with the following:

Beginning with the second application for payment, each application shall include an affidavit of contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated the prior applications for payment. In addition to any other information that the Owner or Engineer may require, the Contractor's application for payment package shall include: (1) a partial conditional lien waiver from the Contractor for the total payment requested in the application for payment; (2) a partial conditional lien waiver from all subcontractors (regardless of tier) and material and equipment suppliers on those account the Contractor is seeking payment in the application for payment for the total amount of

such payment requested; (3) a partial unconditional lien waiver from the Contractor for the sum of all previous paid progress payments;

Replace GC-15.01.D (1) in its entirety with the following

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

Insert the following paragraphs immediately following GC-15.01.E.3:

Notwithstanding any other provision of the contract documents to the contrary, if Contractor disputes any determination by the Owner or Engineer with regard to an application for payment or a certificate for payment, the Contractor must nevertheless continue to prosecute the Work expeditiously.

The Contractor shall keep the funds encumbered for the work free and clear of all claims as defined under Ohio Revised Code Section 1311.25, et seq., which claims are also referred to throughout the Contract Documents as liens. Notwithstanding any other provision of the Contract Documents to the contrary, if any such claim is filed or asserted, or where there is any reason to believe that any such claim may be filed or asserted at any time, the Owner may refuse to make any payment otherwise due to the Contractor or withhold from any payment due the Contractor a sum sufficient, in the opinion of the Owner or as required by law, to pay all obligations and expenses necessary to satisfy such claim and to indemnify the Owner against any such claim and until the Contractor furnishes satisfactory evidence that the indebtedness and the claim in respect thereof, if any, has been satisfied, discharged, and released of record, if any, as provided by law pending the resolution of any dispute between the Contractor and the entity filing such claim. If such evidence is not furnished by the Contractor to the Owner within a period of seven (7) days after demand therefore, the Owner may discharge such indebtedness as provided by law and deduct the amount required therefore together with any and all losses, costs, damages and attorneys' fee (incurred through an attorney of the Owner's choosing) suffered or incurred by the Owner from any sum payable to the Contractor. If payments then and thereafter due to the Contractor are not sufficient to cover such amount, the Contractor shall immediately pay the difference to the Owner. Final payment to the Contractor may be withheld until the work and any funds encumbered therefore are free and clear of any and all claims or rights thereto arising because of the Work performed or materials furnished under the Contract Documents.

SC-15.03 Substantial Completion

Add the following new sub paragraph to paragraph GC-15.03.B.2:
In the event that the Contractor fails to achieve substantial completion of the work within the contract times, the Owner and the Contractor acknowledge it would be difficult, if not impossible, to determine the actual damages to the Owner. Consequently, the Owner and the Contractor agree that as liquidated damages and not as a penalty, the Contractor must pay or credit to the Owner the liquidated damages per diem sums set forth in Section 4.03 of the Agreement for each day beyond the contract times that the Contractor fails to achieve substantial completion in accordance with the requirements of the Contract Documents.

SC-15.06 Final Payment

Add this additional paragraph immediately after GC-15.06.D:

Notwithstanding any provision of the Contract Documents to the contrary, the Owner may make final payment or any part thereof jointly to the Contractor and its subcontractors (regardless of tier) and material and equipment suppliers; and (b) final completion of the Work will not occur until:

The Work is entirely complete in accordance with the Contract Documents;

The Contractor has fulfilled all of its duties and obligations under the contract (other than warranty and similar obligations which survive final completion);

The Contractor delivers to the Owner a final unconditional lien waiver from the Contractor and each of the Contractor's subcontractors (regardless of tier) and material and equipment suppliers; and

The Contractor has fulfilled all of its project close-out obligations, including, but not limited to, providing all maintenance and operating instructions and manuals, and all plans, certificates, bonds, guarantees, and other documents required by the Contract Documents to the construction manager or Owner as appropriate.

SC-17.01 Methods and Procedures

Delete paragraph 17.01 (B)(3) in its entirety.

[Add the following new paragraph immediately after Paragraph 17.01]

SC-17.02 Mediation Process

All matters subject to final resolution as provided in this Article must first exhaust the following Mediation Process, unless waived in writing by both parties. The demand for mediation shall be submitted in writing to the other party to the Contract to initiate the mediation process, and a copy will be sent to Engineer for information. The demand for mediation will be made within the specific time required in this Article, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.

The demand for mediation shall state a factual basis, plus specifically cite the Contract provisions deemed applicable and relied upon the party requesting mediation.

Without court intervention, the parties agree the mediation will be governed by Rule 2.12 [Warren County Mediation] of the Local Rules of the Warren County, Ohio Court of Common Pleas and Chapter 2710 [Uniform Mediation Act] of the Ohio Revised Code and Rule 16 of the Supreme Court of Ohio Rules of Superintendence in effect as of the Effective Date of this Agreement. The parties shall select the Mediator from the List of Qualified Mediators in Rule 2.14 (I)(2) of the Local Rules of the Warren County Court of Common Pleas.

If the matter is not resolved by mediation, the matter shall be submitted to binding Arbitration as provided in Paragraph 17.03 below.

The fees and expenses of the mediator and any mediation service shall be shared equally by Owner and Contractor.

[Add the following new paragraph immediately after Paragraph 17.02]

SC-17.03 Arbitration Process

Any matter subject to final resolution as provided in this Article that has not been resolved by first exhausting the Mediation Process in Paragraph 17.02 above, will be decided by arbitration in accordance with the rules of

the American Arbitration Association or as otherwise agreed, subject to the conditions and limitations of this paragraph. This agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing law of the court having jurisdiction pursuant to Paragraph 18.07 below.

- B.** The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitrator or arbitration provider, and a copy will be sent to Engineer for information. The demand for arbitration will be made within the specific time required in this Article, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations. The demand for arbitration should include specific reference to Paragraph SC-17.02.D below.
- C.** No arbitration arising out of or relating to the Contract shall include by consolidation, joinder, or in any other manner any other individual or entity (including Engineer, and Engineer's consultants and the officers, directors, partners, agents, employees or consultants of any of them) who is not a party to this Contract unless:

the inclusion of such other individual or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration; and

such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings.

The award rendered by the arbitrator(s) shall be consistent with the agreement of the parties, in writing, and include a concise breakdown of the award, and a written explanation of the award specifically citing the Contract provisions deemed applicable and relied on in making the award.

The award will be final. Judgment may be entered upon it in the court having jurisdiction as provided in Paragraph 18.07, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.

The fees and expenses of the arbitrators and any arbitration service shall be borne solely by the party that elects to seek final resolution under Paragraph 17.01 (A), and fails to prevail on all issues raised by such party; otherwise, the fees and expenses of the arbitrators and any arbitration services shall be shared equally by Owner and Contractor.

SC-18.07 [Delete Paragraph 18.07 in its entirety and insert the following in its place]

Controlling Law and Venue

The laws of the State of Ohio, without giving effect to its choice-of-law principles, govern all matters arising under or relating to this Agreement. The parties further stipulate that the sole and exclusive jurisdiction over any and all disputes or interpretations of this Agreement (including the Contract Documents) shall be in the Warren County, Ohio Court of Common Pleas, and each party waives any right to file an original action in, or to transfer any action, to any court in any other State, or any federal court.

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 \$84,314 for new construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction or \$25,261 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.

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

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

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.

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.

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.

Use of Apprentices and Helpers cannot exceed the ratios permitted in the wage rate schedules.

Apprentices must be registered with the U.S. Department of Labor Bureau of Apprenticeship and Training.

Contractors must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Agreement for each apprentice on the project.

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:

Time cards, time sheets, daily work records, etc.

Payroll ledger\journals and canceled checks\check register.

Fringe benefit records must include program, address, account number, & canceled checks.

Records made in connection with the public improvement must not be removed from the State for one year following the completion of the project.

Out-of-State Corporations must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.

Prevailing Wage Rate Schedule must be posted on the job site where it is accessible to all employees.

Prior to submitting the initial payroll report, supply the Prevailing Wage Coordinator with your project dates to schedule reporting of your payrolls.

Supply the Prevailing Wage Coordinator a list of all subcontractors including the name, address, and telephone number for each.

Contractors are responsible for their subcontractors' compliance with requirements of Chapter 4115 of the Ohio Revised Code.

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.

Supply all subcontractors with the Prevailing Wage Rates and changes.

Submit certified payrolls within two (2) weeks after the initial pay period. Payrolls must include the following information:

Employees' names, addresses, and social security numbers.

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.

Employees' work classification.

Be specific about the laborers and/or operators (Group)

For all apprentices, show level/year and percent of journeyman's rate

Hours worked on the project for each employee.

The number of hours worked in each day and the total number of hours worked each week.

Hourly rate for each employee.

The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.

All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.

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.

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.

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**.

Gross amount earned on all projects during the pay period.

Total deductions from employee's wages.

Net amount paid.

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.

Provide a Final Affidavit to the Prevailing Wage Coordinator upon the completion of the project.

PREVAILING WAGE NOTIFICATION to EMPLOYEE

4115.05...the contractor or subcontractor shall furnish each employee **NOT covered by a collective bargaining agreement** 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.

Project Name: City of South Lebanon Memorial Park Stormwater Drainage Project		Job Number: WAR-SLE-	
Contractor:			
Project Location:			
Prevailing Wage Coordinator		Employee	
Public Authority: City of South Lebanon		Name:	
Name of PWC: Jerry Haddix		Street:	
Street: 10 N. High Street		City:	
City: South Lebanon		State/Zip:	
State/Zip: Ohio 45065		Phone:	
Phone: (513) 494-2296		Last 4 Digits of SS #:	
You will be performing work on this project that falls under these classifications. You will be paid the appropriate rate for the type of work you are performing.			
Classification:	Prevailing Wage Rate Total Package:	Minus your fringe benefits *:	Your hourly base rate:
Hourly fringe benefits paid on your behalf by this company (Yearly amount the company pays divided by 2080):			
Fringe	Amount	Fringe	Amount
Health Insurance		Vacation	
Life Insurance		Holiday	
Pension		Sick Pay	
Other (Specify)		Training	
Other (Specify)		Total Hourly Fringes *	
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 &
Labor Bureau of Wage and Hour
Administration 6606 Tussing Road, P.O.
Box 4009 Reynoldsburg, Ohio 43068-9009
614-644-2239
www.com.ohio.gov

Certified Payroll Heading:

Employer name and address: Company's full name and address...Indicate if the company is a subcontractor.

Subcontractor: Check and list the name of the General Contractor or Prime.

Project: Name and location of the project, including county.

Contracting Public Authority: Name and address of the contracting public authority...(owner of the project).

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.

Payroll Information by column:

Employee Name, Address and Social Security number: This information must be provided for all employees that perform physical labor on the project. The last four digits of the Social Security number is required. 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-Division of Industrial Compliance & Labor-Bureau of Wage and Hour Administration. 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 or by "Group".
3. Hours Worked, Day & Date: In the first row of column 3, enter days of the company's pay period for 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.
 - 1) 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.
 - 2) Total rate may be paid as listed in prevailing wage rate schedule with total fringe amounts paid approved plans.
 - 3) 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.

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. If unsure of a possible fringe benefit, contact the Ohio Department of Commerce-Division of Industrial Compliance & Labor-Bureau of Wage and Hour Administration.

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.

Self explanatory.

Self explanatory.

CERTIFIED PAYROLL REPORT

Employer Name & Address ¹⁾			Name of General/Prime Contractor				Project Name & Location City of South Lebanon Memorial Park Stormwater Drainage Project					Contracting Public Authority City of South Lebanon									
Check if subcontractor ¹⁾ ☐			Week Ending				Payroll # Page ²⁾ _____ Of _____					Project Number WAR-SLE-									
1. Employee Name, Address and Social Security Number		2. Work Class ³⁾	3. Hours Worked – Day & Date						4. Total Hrs	5. Base Rate	6. Project Gross	7. Fringes: Cash ☐ Approved Plans ☐ Cash & Approved Plans ☐					8. Total Hours All Jobs	9. Total Gross All Jobs	10. Total Deductions	11. Net Pay on All Jobs	
			M	T	W	Th	F	S	Su				H&W	Pens	Vac	App	Other				
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1) By signing below, I certify that: (1) I pay, or supervise the payment of the employees shown above; (2) 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; (3) the fringe benefits have been paid as indicated above; (4) 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 ORC Chapter 4115; and (5) apprentices are registered with the U.S. Dept. of Labor, Bureau of Apprenticeship and Training. I understand that the willful falsification of any of the above statements may subject the Contractor or Subcontractor to civil or criminal prosecution.

Name and Title _____

Signature _____

Date _____

PUMP STATION SPECIFICATIONS

Submersible Sewage Pumps

A. General:

Provide FM explosion proof submersible sewage pumps suitable for continuous duty operation underwater without loss of watertight integrity to a depth of 65 feet. Pump system design shall include a guide rail system be such that the pump will be automatically connected to the discharge piping when lowered into place on the discharge connection. The pump shall be easily removable for inspection or service, requiring no bolts, nuts, or other fasteners to be disconnected, or the need for personnel to enter the wet well. The motor and pump shall be designed, manufactured, and assembled by the same manufacturer.

B. Manufacturer:

Ebara International Corporation or Engineer Approved Equal

C. Pump Characteristics:

Pumps shall conform to the following requirements:

Number of units	2
Design flow (gpm) Single pump operation	1190
Design flow (gpm) Future 3 pump operation	635
Design TDH (ft) Single pump operation	104
Design TDH (ft) Future 3 pump operation	138
Minimum shut off head (ft)	173.8
RPM	1800
Maximum HP	50
Voltage/HZ	460V / 60
Phase	3

D. Pump Construction:

All major parts of the pumping unit(s) including casing, impeller, suction cover, wear rings, motor frame and discharge elbow shall be manufactured from gray cast iron, ASTM A-48 Class 30. Castings shall have smooth surfaces devoid of blow holes or other casting irregularities. Casing design shall be centerline discharge with a large radius on the cut water to prevent clogging. Units shall be furnished with a discharge elbow and 125 lb. flat face ANSI flange. All exposed bolts and nuts shall be 304 stainless steel. All mating surfaces of major components shall be machined and fitted with NBR o-rings where watertight sealing is required. Machining and fitting shall be such that sealing is accomplished by automatic compression of o-rings in two planes and o-ring contact is made on four surfaces without the requirement of specific torque limits. Internal and external surfaces are prepared to SPPC-SP-10 then coated with a zinc rich primer. The external surfaces are then coated with (2) coats epoxy paint.

1. Impellers:

The impeller shall be a mixed flow multi-vane enclosed design. It shall be dynamically balanced and shall be designed for solids handling with a long thrulet without acute turns. The inlet edge of the impeller vanes shall be angled toward the impeller periphery so as to facilitate the release of objects that might otherwise clog the pump. A lip seal shall be located behind the impeller hub to reduce the entry of foreign materials into the seal area. Impellers shall be direct connected to the motor shaft with a slip fit, key driven, and secured with an impeller bolt. The design shall include a replaceable casing wear ring at the pump suction to maintain working clearances and hydraulic efficiencies.

2. Mechanical Seals

The mechanical seal system shall be a cartridge mounted double mechanical seal in a tandem arrangement. Each seal shall be driven by a positively driven and act independently with its own spring system. The upper seal operates in an oil bath, while the lower seal is lubricated by the oil from between the shaft and the seal faces, and in contact with the pumpage. The oil filled seal chamber shall be designed to prevent over-filling and include anti-vortexing vane to insure proper lubrication of both seal faces. Lower face materials shall be Silicon Carbide, upper faces Carbon vs Ceramic. NBR elastomers shall be provided in the oil chamber and Viton elastomers Where in contact with the pumpage. The mechanical seal hardware shall be 304SS. Seal system Shall not rely on pumping medium for lubrication.

E. Motor Construction:

The pump motor shall FM explosion proof, class 1, Division 1, Groups c and D. The design shall be an air filled induction type with a squirrel cage rotor, shell type design, built to NEMA MG-1, Design B specifications. Stator windings shall be copper, insulated with moisture resistant Class H insulation, rated for 356°F. The stator shall be dipped and baked three times in Class H varnish and heat shrunk fitted into the stator housing. Rotor bars and short circuit rings shall be manufactured of cast aluminum. The motor junction area shall include terminal strip for wire connections and shall be sealed with gaskets and o-rings from the motor stator housing. Motor shaft shall be one piece AISI420, rotating on two permanently lubricated ball bearings designed for a minimum B-10 life of up to 100,000 hours. The motor shall be designed for continuous duty pumping at a maximum sump temperature of 104°F. Voltage and frequency tolerances shall be a maximum 10 / 5% respectively. Motor over temperature protection shall be provided by miniature thermal protectors embedded in the windings.

Mechanical seal failure protection shall be provided by a mechanical float switch located in a chamber above the seal. This switch shall be comprised of a magnetic float that actuates a dry reed switch encapsulated within the stem. Should the mechanical seal fail, liquid shall be directed into the float chamber, in which the rising liquid activates the switch opening the normally closed circuit. The float switch components shall be 316SS. The motor shall be non-

overloading over the entire specified range of operation and be able to operate at full load intermittently while unsubmerged without damage to the unit.

Power cable jacket shall be manufactured of an oil resistant chloroprene rubber material, designed for submerged applications. Cable shall be watertight to a depth of at least 114'. The cable entry system shall comprise of primary, secondary, and tertiary sealing methods. The primary seal shall be achieved by a cylindrical elastomeric grommet compressed between the motor cover and a 304SS washer. Secondary sealing is accomplished with a compressed o-ring made of NBR material. Compression and subsequent sealing shall preclude specific torque requirements. The system shall also include tertiary sealing to prevent leakage into the motor housing due to capillary action through the insulation if the cable is damaged or cut. The cable wires shall be cut, stripped, re-connected with a copper butt end connector, and embedded in epoxy within the cable gland. This provides a dead end for leakage through the cable insulation into the motor junction area. The cable entry system shall be the same for both the power and control cables.

1. Cooling

The motor design shall also include an integral cooling jacket constructed of steel, A283, Grade D. The cooling medium shall be the pumpage. Re-circulation through the jacket shall be achieved by discharging the pumpage into the cooling jacket from the periphery, high pressure area, of the impeller, and returning it to the low pressure behind the impeller, at the hub. Riser pipes within the jacket shall be utilized to facilitate circulation. The cooling passage ways shall be non-clogging by virtue of the dimensions; screening solids from entering the jacket. The jacket shall have external NPT connections to be used for external cooling as an option, as well as venting the jacket. The jacket cooling system shall provide heat dissipation for the motor whether the unit is submerged or operating in air.

F. Guide Rail system:

The QDC shall be manufactured of cast iron, ASTM A48 Class 35. It shall be designed to adequately support the guide rails, discharge piping, and pumping unit under both static and dynamic loading conditions with support legs that are suitable for anchoring it to the wetwell floor. The face of the inlet QDC flange shall be perpendicular to the floor of the wetwell. The discharge flange of the QDC shall conform to ANSI B16.1 Class 125.

The pump design shall include an integral self-aligning sliding bracket. Sealing of the pumping unit to the QDC shall be accomplished by a single, linear, downward motion of the pump. The entire weight of the pump unit shall be guided to and wedged tightly against the inlet flange of the QDC, making metal to metal contact with the pump discharge forming a seal without the use of bolts, gaskets or o-rings.

Design shall include two (2) 3" 316SS schedule 40 guide rails sized to mount directly to the quick discharge connector, QDC, at the floor of the wet well and to a guide rail bracket at the top of the wet well below the hatch opening, (refer to project drawings). Intermediate guide brackets are recommended for rail lengths over 15 feet.

Guide rails shall be part of the pump package and shall be supplied.

Lifting chain shall be Type 316 stainless steel suitable for removing and installing the pump unit.

Pump Control Panel

A. Electrical Service

The incoming power shall be 120 Volts, single phase, two wire, 60 hertz. Terminal blocks shall be provided for distributing the incoming power.

B. Enclosure

The pump controls shall be contained in a 36" x 60" x 12" wall mount, two-door, UL Type 12, painted steel enclosure. The enclosure shall have a 3-point latch with padlocking provisions. A powder coated steel back panel shall be provided in the control enclosure to mount circuit breakers, PLC, relays, and other control equipment. The HMI and all control/status indicators shall be mounted on the enclosure door.

C. Terminal Blocks

The control panel shall contain terminals for field wiring of the utility power, pump sensors, and level control equipment. They shall be sized per NEC requirements. Control terminal blocks to be DIN-rail mountable, accept 22 – 10AWG wire, and shall be manufactured by Wieland. Use equal Ground terminal blocks were applicable. Incoming power blocks to be 1411400, as manufactured by Marathon Products Inc.

D. Ground Lug

A properly sized ground lug shall be provided for the incoming power. A ground bar shall be provided for internal grounding.

E. Circuit Breakers/Fuses

A circuit breaker shall be provided for the control circuit. Circuit breaker shall be of the thermal magnetic type and be sized per NEC requirements. Separate control and alarm fuses shall be provided in the control panel.

F. Surge Protective Device

A surge protective device shall be installed on the incoming power. SPD to be the DIN-rail series, manufactured by ASCO.

G. Programmable Logic Controller

A Programmable Logic Controller shall be provided to monitor the wet well via pressure transducer. The PLC will control the pumps based on user selectable set points and shall alternate the pumps upon each successive cycle. The PLC shall be provided with necessary modules for a complete system that covers all the necessary future expansion. PLC shall be a MicroLogix 1400 manufactured by Allen Bradley, no equal. An Ethernet switch shall be provided for PLC and HMI connections. Ethernet switch shall be a Phoenix Contact 2891152.

H. Operator Interface

A color touchscreen HMI shall be provided for status and all the necessary input settings. Touchscreen shall be 4X indoor rated and be a 15" V9150IXD, manufactured by Fuji Electric. No equal.

I. General Description

Phase 1:

Two pumps are installed in Wet Well 1. The primary level control will be via submersible pressure transducer located in Wet Well 1. Backup level control shall be by five float switches. The secondary level control shall be external to the PLC. Backup control shall start both pumps upon the activation of the High level float switch. A time delay relay shall be provided to prevent the simultaneous starting of the pumps. The pumps shall be stopped by the Off level float switch. The system is now latched into Float Backup Mode. This is only resettable via the HMI.

Phase 2:

Two additional pumps are installed in Wet Well 2. The primary level control will be selectable and be via submersible pressure transducers located in both Wet Well 1 and Wet Well 2. Backup level control shall be by five float switches in each well. The float backup systems shall be selectable and external to the PLC. The Backup control shall start both pumps upon the activation of the

selected well High level float switch. A time delay relay shall be provided to prevent the simultaneous starting of the pumps. The pumps shall be stopped by the Off level float switch. The system is now latched into Float Backup Mode. This is only resettable via the HMI.

Design:

System is designed to monitor two Wet Wells one initial, and one future. Pump Control Panel shall be designed with provisions for the future upgrade built in. The overall control scheme is of modular design. Each pump shall have its own individual combination Starter panel. The Pump Control Panel shall vary the speed of the VFDs based on the transducer signal and run the pumps at a constant speed under float backup. Future expansion to alternate between the wet wells and only run one pump from each well at a time in a lead/lag fashion shall be included in initial program.

J. Power Supplies

Control system to be equipped with properly sized DC power supply. Input to be 120VAC, output to be 24VDC. Input of power supply to be fused. Power supplies to be manufactured by the IDEC corporation.

K. Relays

Relays shall be general purpose plug-in blade style. Relays shall have a minimum contact rating of 6 amps and be equipped with an LED indicator. Relays shall be RU series from the IDEC Corporation.

L. Switches

Switches are to be 30.5mm and provided on the enclosure door. Switches are to have 10 Amp contacts and be manufactured by Square D. Switches are to be as follows:

1. Hand/Off/Auto
2. Alarm On/Off/Test
3. Well 1/Well 2
4. VFD Mode/Bypass Mode

M. Pushbuttons

Pushbuttons are to be 30.5mm and provided on the enclosure door. Pushbuttons are to have 10 Amp contacts and be manufactured by Square D. Pushbuttons are to be as follows:

1. VFD Fault Reset
2. RVSS Fault Reset
3. Silence

N. Lights

Lights are to be 30.5mm and provided on the enclosure door. Lights are to be manufactured by Square D and are as follows:

1. Pump Run
2. Power On

O. Alarm

A visual flashing alarm shall be mounted to the top, exterior of the Pump Control Panel. The alarm shall contain a lexan lens and provide bulb replacement without removal of the lens from the control panel. The visual alarm must be rated UL Type 4X and shall be manufactured by Ohio Electric Control Inc. An audible alarm shall be mounted in the enclosure door. A silence pushbutton, located on the enclosure door, shall be provided to silence the audible alarm. The audible and visual alarm shall be initiated by the following conditions:

1. Well 1 Low level float
2. Well 1 High level float
3. Well 2 Low level float
4. Well 2 High level float
5. Pump Seal Failure
6. Pump Overtemperature
7. VFD Fault
8. Soft Start Fault
9. Well 1 Transducer Low level
10. Well 1 Transducer High level
11. Well 2 Transducer Low level
12. Well 2 Transducer High level

P. Transducers

Transducers shall be made from heavy duty 316 stainless steel and provided with protective cage. It shall be 10psi and have a 40ft cord. Output shall be 4-20mA. Intrinsically safe barriers shall be provided for the transducers. Transducers to be Birdcage Series from Blue Ribbon Sales & Service or Transducer Direct.

Q. Floats

The floats switches shall be non-mercury, mechanical type with weights. Type 1020252 from SJE Rhombus or Alderon. Intrinsically safe relays shall be provided for the float switches. The floats shall be mounted inside each wet well by a stainless-steel float bracket.

R. Labeling

Each component mounted on the enclosure door will be labeled with a plastic engraved legend plate. Legend plates to be Black with White letters. The back panel will be labeled with paper labels.

S. Wiring

All wiring shall be sized according to NEC/UL and shall be placed in plastic wire way. Machine printed, self-adhering wire numbers shall be provided on each end of the control wire and shall correspond to the wire numbers on the schematic

T. Spare Parts

Spare fuses shall be provided for each type and quantity provided in the control panel.

U. Shop Drawings and Submittal Information:

The submitted information shall include the following:

1. Electrical Schematics
2. Sequence of Operations
3. Bill of Materials
4. Manufacturers Component Catalog Sheets

V. Compliance

Control panel manufacturer to be Ohio Electric Control Inc. The control panel must comply with the National Electric Code and be "UL 698A" listed and labeled.

W. Installation

All equipment shall be installed, configured, interconnected, and commissioned by qualified persons, in accordance with the manufacturer's instructions and guidelines, and in compliance with all governing regulations and accepted engineering practices.

X. Warranty

The manufacturer shall warrant the equipment described herein, to be free of defects in materials and workmanship, for a period of twelve (12) months from the date of shipment from the supplier. The manufacturer's liability shall be limited to the repair or replacement of the materials supplied, free of charge F.O.B. the manufacturers facility. Other limitations may apply. Contact the manufacturer for complete warranty details.

Y. Manufactures Field Service

Supplier's or manufacturer's representative for equipment specified herein shall be present at jobsite or classroom designated by Owner for workdays indicated. Travel time excluded. Service for assistance during plant construction, plant startup, and training of Owner's personnel for plant operation. Include at a minimum:

1. 1 workday for Installation Services.
2. 1 workday for Instructional Services.

In addition to the services specified above, provide manufacturer's services as required to successfully complete systems demonstration.

MOTOR CONTROL PANEL

A. Electrical Service

The incoming power shall be 480 Volts, three phase, three wire, 60 hertz. Terminal blocks shall be provided for distributing the incoming power.

B. Enclosure

The pump controls shall be contained in a freestanding, two-door, 60" x 60" x 18" UL Type 1, painted steel enclosure. The enclosure shall have 3-point latches with padlocking provisions. A powder coated steel back panel shall be provided in the enclosure to mount circuit breakers, VFDs, RVSSs, transformer, relays, and other control equipment. The VFD & RVSS shall be supplied with enclosure door mounted keypads.

C. Terminal Blocks

The control panel shall contain terminals for field wiring of the utility power, pump sensors, and Pump Control Panel. They shall be sized per NEC requirements. Control terminal blocks to be DIN-rail mountable, accept 22 – 10AWG wire, and shall be manufactured by Wieland. Use equal Ground terminal blocks were applicable. Incoming power blocks to be 1433587 as manufactured by Marathon Products Inc.

D. Ground Lug

Properly sized ground lugs shall be provided for the incoming power and pump.

E. Circuit Breakers/Fuses

A circuit breaker shall be provided for the pump, transformer, and control circuits. Circuit breaker shall be of the thermal magnetic type and be sized per NEC requirements. Pump circuit breakers shall have rotary operating handles mounted on the enclosure door. Handles shall interlock enclosure door when in the "On" position and be padlockable. Separate control and alarm fuses shall be provided in the control panel.

F. Surge Protective Device

A surge protective device shall be installed on the incoming power. SPD to be the DIN-rail series, manufactured by ASCO.

G. Variable Frequency Drive

A properly sized variable frequency drive shall be provided for the pump. The drives shall be AS3 series as manufactured by Toshiba. A remote operator keypad shall be provided to operate the drives without opening the enclosure door. Properly sized cooling fans and thermostat shall be provided to dissipate the heat produced by the drive.

H. Reduce Voltage Soft Start

A properly sized reduce voltage soft start shall be provided for the pump. The soft start shall be ATS48 series as manufactured by Square D. A remote operator keypad shall be provided to operate the soft start without opening the enclosure door. The soft start system shall include an NEMA rated bypass system for when the pump reaches full speed.

I. Transformer

An industrial control transformer shall be provided to convert the 480V incoming power to 120V control power. Primary and Secondary of transformer shall be provided with properly sized fusing.

J. Relays

Sensor

Specialty monitoring relays shall be supplied to monitor the heat sensor and seal fail circuits, as required by manufacturer.

General Purpose

General purpose relays shall be plug-in blade style. Relays shall have a minimum contact rating of 6 amps and be equipped with an LED indicator. Relays shall be RU series from the IDEC Corporation.

K. Lights

Lights are to be 30.5mm and provided on the enclosure door. Lights are to be manufactured by Square D and are as follows:

3. Power On

L. Labeling

Each component mounted on the enclosure door will be labeled with a plastic engraved legend plate. Legend plates to be Black with White letters. The back panel will be labeled with paper labels.

M. Wiring

All wiring shall be sized according to NEC/UL and shall be placed in plastic wire way. Machine printed, self-adhering wire numbers shall be provided on each end of the control wire and shall correspond to the wire numbers on the schematic

N. Spare Parts

Spare fuses shall be provided for each type and quantity provided in the control panel.

O. Shop Drawings and Submittal Information:

The submitted information shall include the following:

5. Electrical Schematics
6. Sequence of Operations
7. Bill of Materials
8. Manufacturers Component Catalog Sheets

P. Compliance

Control panel manufacturer to be Ohio Electric Control Inc. The control panel must comply with the National Electric Code and be "UL 508A" listed and labeled.

Q. Installation

All equipment shall be installed, configured, interconnected, and commissioned by qualified persons, in accordance with the manufacturer's instructions and guidelines, and in compliance with all governing regulations and accepted engineering practices.

R. Warranty

The manufacturer shall warrant the equipment described herein, to be free of defects in materials and workmanship, for a period of twelve (12) months from the date of shipment from the supplier. The manufacturer's liability shall be limited to the repair or replacement of the materials supplied, free of charge F.O.B. the manufacturers facility. Other limitations may apply. Contact the manufacturer for complete warranty details.

S. Manufactures Field Service

Supplier's or manufacturer's representative for equipment specified herein shall be present at jobsite or classroom designated by Owner for workdays indicated. Travel time excluded. Service for assistance during plant construction, plant startup, and training of Owner's personnel for plant operation. Include at a minimum:

- a. 1 workday for Installation Services.
- b. 1 workday for Instructional Services.

In addition to the services specified above, provide manufacturer's services as required to successfully complete systems demonstration.

REMOTE MONITORING

A SCADATA RT4422-MM2T shall be provided. Unit shall be wall mounted as directed on the plans. Inputs shall be provided and wire as show on the electrical plans.

PERMANENT MOUNTED BYPASS PUMP

A. GENERAL DESCRIPTION

1. The unit shall be an 8-inch x 8-inch compressor-assisted horizontal sewage pump driven by a water-cooled diesel engine. The pump shall be fully automatic, self-priming from dry conditions and capable of handling large volumes of air, water, and solids. Pump unit shall include a Silent Knight sound attenuation enclosure covering both the engine and pump for noise abatement. The unit shall be a Thompson model 8JSCE-DJDS-68H-XC or equal.
2. The complete pump package shall be manufactured in a plant that is registered to ISO 9001:2015 and a copy of the Certificate shall be provided with the bid submittal. Failure to provide the Certificate shall result in automatic disqualification.
3. The pump shall be designated and manufactured in conformance with

CPB / AEM standards.

B. JOHN DEERE DIESEL ENGINE

1. The engine shall be a six (6) cylinder four (4) cycle water-cooled turbocharged diesel engine, John Deere model 6068H or equal capable of producing 149 continuous duty horsepower at 2,000 rpm.
2. The engine shall drive the pump via an elastomeric torsion drive coupling.
3. The engine shall have an industrial type battery with 175-amp hour rating and minimum 990 cold-cranking amps, with 175 amp reserve, mounted in a lockable frame.
4. A 12-volt starter and alternator charging system shall be provided.
5. An industrial silencer muffler shall be provided.
6. Governor shall be mechanical type. Engine speed shall be adjustable to operate the pump between maximum and minimum design operating speeds.
7. Engine shall have safety shutdown switches for low oil pressure and high coolant temperature.
8. A control panel shall be provided in an enclosure mounted on rubber isolators to reduce vibration.
9. Control panel shall contain the following instrumentation and controls: throttle control, key switch, tachometer, hour meter, oil pressure gauge and temperature gauge.
10. Engine shall be equipped with a block heater.

C. CENTRIFUGAL PUMP

1. The centrifugal pump shall be a horizontal end suction solids handling centrifugal pump model.
2. The pump casing shall be constructed of 65-45-12 ductile iron with back pullout design.
3. The impeller shall be semi-open, 14" diameter and constructed of 65-45-12 ductile iron.

4. Suction wear ring shall be of peripheral type requiring no adjustment and constructed of 65-45-12 ductile iron.
5. Mechanical seal shall be a John Crane tungsten carbide vs. silicon carbide mechanical type with self-adjusting viton elastomers and type 304 stainless steel spring and hardware.
6. The seal chamber shall have a dished backplate to remove solids and abrasive material away from the seal area and purge air and gas pockets. Grease shall be provided for automatically feeding lubricant to the seal faces permitting indefinite dry running.
7. Shaft shall be constructed of stress proof steel, machined and polished to transmit full drive output.
8. Shaft sleeve shall be AISI 416 stainless steel. Sleeve designed to be renewable with O-ring and positively locked to prevent rotation on the shaft.
9. Bearing frame shall be constructed of class 30 cast iron.
10. Bearings shall be of sufficient size to withstand the radial and axial thrust loads incurred during service. Bearings shall have a minimum L-10 bearing life of 100,000 hours. Bearings shall be grease lubricated.
11. Centrifugal pump shall be capable of delivering 1,900 USGPM @ 138 feet of TDH at 1,900 rpm.
12. Centrifugal pump shall be capable of generating a closed discharge valve (shutoff) head of no less than 185 feet @ 1,800 rpm.
13. Centrifugal pump shall be capable of handling up to a 3.0" diameter non-compressible spherical solid.
14. The pump inlet shall be equipped with a 10" 125-lb ANSI flange.
15. The pump outlet shall be equipped with an 8" 125-lb. ANSI flange.

D. PRIMING SYSTEM

1. The priming system shall be fully automatic eliminating the need to pre-fill the pump casing with water to achieve initial prime.

2. An air separation chamber shall be provided to prevent any carryover of the pumping fluid through the ejector and onto the ground. Units not meeting this requirement shall not be considered.
3. An air separation chamber shall contain a single float assembly mounted on a steel plate, which can be easily removed as a unit without special tools.
4. The air separation chamber shall not include any screens which can clog creating a maintenance nuisance and cause the priming system to fail.
5. The compressor shall be an industrial gear driven version pressure-lubricated type. Splash-lubricated or belt driven compressors shall not be considered.
6. The compressor shall contain a pressure relief valve for overpressure protection.
7. The priming system shall contain an in-line serviceable discharge 100% unrestricted flow area with low head loss flapper valve design non-return valve which can be readily cleaned and repaired without having to disconnect the discharge piping. Ball type discharge check valves will not be accepted.
8. The priming system shall include two venturis. Each shall be constructed of bronze and be of modular design allowing for replacement of individual components. The Venturis shall be remote mounted on the frame for ease of removal and inspection.
9. The priming system shall incorporate a manual valve to permit the pump to operate under positive suction head conditions.
10. The priming system shall be capable of automatically priming the pump with a 28-foot static suction lift with no water in the pump or suction piping.
11. Priming systems that incorporate vacuum pumps or mechanical diaphragm priming systems will not be considered.

E. MOUNTING FRAME

1. The complete power unit shall be mounted on modular steel frame, approximate length 120 inches, approximate width 48 inches, with a fuel capacity of 200 US gallons.
2. The frame shall incorporate an integral lifting bail capable of lifting the entire unit.
3. Fuel tank shall have two clean-out ports located at opposite ends of the tank.
4. Fuel tank shall have a removable basket strainer mounted in the fill port and a lockable cap.
5. Frame shall include mounting tabs for permanent installation.

F. AUTOMATIC CONTROL PANEL

1. An automatic engine controller shall be provided to start and stop the diesel engine in response to varying liquid levels via float switches.
2. The automatic start-stop engine controller shall be part of the main instrument panel. Multiple control panels shall not be considered.
3. The automatic engine controller shall be housed inside a UL Certified, NEMA 4x.
4. The automatic engine controller display shall be fully visible, day or night, without the need to open the housing listed above.
5. The automatic engine controller shall contain the RS485 and J1939 communication ports.
6. The automatic engine controller shall be mounted on rubber shock mounts.
7. The system shall contain a safety back-up feature allowing the unit to be operated manually and retain safety shutdown protection in the event of automatic engine controller failure.
8. The automatic engine controller shall be fully field programmable and contain pass code protection.
9. The automatic engine controller shall contain automatic and manual start modes.

10. Records up to 32 events related to warning lights
11. The automatic engine controller shall have programmable relays and five (5) dry contacts.
12. Sixty (60) selectable features
13. The automatic start-stop system shall contain two mechanically activated hermetically sealed liquid level control floats; one to turn the pump on and one to turn pump off. Single float designs that are prone to frequent cycling leading to excessive component wear shall not be considered.
14. The floats shall be clearly marked, top or bottom, for easy installation into wet well. Floats shall be provided with 50-feet of cable.
15. The two floats shall be connected together with a single pin terminal for easy connection to control box.
16. Capable of full SCADA integration.

G. BATTERY TRICKLE CHARGER

1. The pump set shall be equipped with a 10 amp, 120vac/12vdc, 60Hz battery charger. The charger shall be fully automatic and meet ISO 8846 Marine and Ignition protection standards. The charger shall be able to fully charge the battery in less than 12 hours.

H. SOUND ENCLOSURE

1. The entire unit including the pump and engine shall be completely enclosed in a lockable enclosure. Units not meeting this requirement shall not be considered.
2. The enclosure shall reduce operating noise at or below 70 dBA measured at 7 meters @ full speed (EPA Standard 40CFR204 is 76 dBA @ 7 meters). Units not meeting this requirement shall not be considered.
3. The enclosure shall be constructed with a modular 14-gauge galvanized steel frame and 2" thick reinforced galvaneel panels. Fiberglass or plastic enclosures shall not be considered.

4. The individual panels shall be constructed of a sandwich construction of an 18-gauge solid galvanized outer shell, 1.5" thick 8lb density mineral wool fill encapsulated with an aluminum foil moisture barrier, and 0.050 gauge perforated aluminum inner liner, type 3003-H14 with a mill finish. Air vents and openings are lined with open-cell foam utilizing high temperature adhesive.
5. The enclosure shall contain a minimum of 5 lockable-hinged doors; three sides, and two rear doors to allow unrestricted access to all compartments for servicing without having to disassemble and remove panels. The enclosure shall contain a modular lift off panel on top. Enclosures that must be disassembled in order to facilitate routine maintenance shall not be considered.
6. The enclosure shall contain two rear doors that can be opened and permit complete access to the pump and priming system for routine maintenance without having to disconnect the suction or discharge piping.
7. Enclosure shall utilize 1" thick open-cell foam surrounding all piping penetrations.
8. The enclosure shall be fully detachable as a single unit to facilitate major repairs such as replacing the engine or pump.
9. The enclosure shall utilize 1-3 mil powder coating instead of other paint applications.

I. PAINTING

1. A minimum 1-2 mil thick layer of Industrial Acrylic Enamel primer shall be applied to the entire pump set prior to the finish coat. A minimum 1-2 mil thick layer of TPM Blue Industrial Acrylic Enamel Paint shall be applied over the primer coat.

J. WARRANTY

1. The manufacturer of the pumping unit shall warrant for a period of one year from the date of shipment that the entire unit and all equipment therein shall be free from defects in design, material, and workmanship.

K. TESTING

1. The complete pump set shall be factory tested according to ANSI/HI 1.6-1994 by a certified quality technician. The pump shall be sound tested according to ISO 3744, ANSI/HI9.4 and CPB Sound Level Measurement Standard.

L. MANUALS

1. One complete set of operation and maintenance manuals, stored inside a rainproof document box, shall be furnished with the unit.

VALVES

PART 1. GENERAL

1.01 SECTION INCLUDES

A. Eccentric Plug valves, 4-72" (100-1800mm), of rectangular port construction with resilient faced cylindrical plugs eccentrically offset from the seat, for the purpose of providing isolation or throttling control as indicated.

1.02 REFERENCES

- A. ASTM A126 Class B "Gray Iron Castings for Valves, Flanges and Pipe Fittings"
- B. ASME B16.1 "Pipe Flanges and Flanged Fittings"
- C. AWWA C517 "Resilient-Seated Cast-Iron Eccentric Plug Valves"
- D. AWWA C111 "Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings"
- E. NSF/ANSI 61 "Drinking Water System Components - Health Effects"
- F. NSF/ANSI 372 "Drinking Water System Components - Lead Content"

1.03 SUBMITTALS

- A. Submit detailed product data and descriptive literature to include dimensions and materials of construction.
- B. Provide shop drawings to show installation arrangement of major component assemblies.

1.04 QUALITY ASSURANCE

- A. Supplier shall have been manufacturing eccentric plug valves for a period of at least ten years. At the engineer's request, supplier shall provide a list of installations involving equipment of similar size and application.
- B. Valves and Actuators shall be warranted by the manufacturer for defects in materials and workmanship for a period of two years (24 months) from date of shipment.
- C. Each valve and actuator shall be assembled, adjusted and tested as a unit by the valve manufacturer.

PART 2. PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. DeZurik, or Equal

2.02 ECCENTRIC PLUG VALVES

- A. Plugs shall be solid one piece, Cast Iron ASTM A126 Class B or Ductile Iron ASTM 536 Grade 65-45-12. The plug shall have a cylindrical seating surface eccentrically offset from the center of the shaft. Plug shall not contact the seat until at least 90% closed. Resilient plug facing shall be Chloroprene (CR). Spherical shaped plugs are not acceptable
- B. Bodies and covers shall be Cast Iron ASTM A126 Class B. Ports shall be rectangular. Round ports are not acceptable. Bearings shall be sleeve type and made of sintered, oil impregnated permanently lubricated type 316 stainless steel for sizes 4-18" (100-450mm) and ASTM A743 Grade CF8M for sizes 20-36" (500-800mm). In valves larger than 36" (900mm), the upper and lower plug journals shall be fitted with ASTM A240 type 316 stainless sleeves with body bearings of ASTM B30, Alloy C95400 aluminum bronze.
- C. Seats shall be 1/8" thick welded overlay of not less than 95% pure nickel. Seat shall be at least 1/2" wide, 1/8" thick through entire width and raised. The raised surface shall be completely covered with nickel to insure that the resilient plug face contacts only the nickel seat.
- D. Adjustable packing shall be Acrylonitrile-Butadiene (NBR) multiple V-ring type, with a packing gland follower. Packing gland shall permit inspection, adjustment or complete replacement of packing without disturbing any part of the valve or actuator assembly, except the gland follower. Non-adjustable packing or packing requiring actuator removal to replace the packing, is not acceptable.
- E. Pressure ratings shall be 175 psi (1210 kPa) on valve sizes through 12" (300mm) and 150 psi (1035 kPa) for 14" (350mm) and larger. Every valve shall be given a certified hydrostatic shell test and seat test, with test reports being available upon request.
- F. All valves larger than 6" shall be installed with worm gear actuators. All gearing shall be enclosed in a cast iron housing, with outboard seals to protect the bearings and other internal components. The actuator shaft and gear quadrant shall be supported on permanently lubricated bronze bearings.

- G. Buried actuators shall be 90% grease filled. Input shaft and fasteners shall be stainless steel. Actuator mounting brackets shall be totally enclosed. Other actuators to be installed according to drawings or customer specifications.
- H. End connections shall meet or exceed the latest revisions of AWWA C517 and other applicable standards. End Connections shall be Flanged drilled per ASME B16.1 and/or Mechanical Joint per AWWA C111.
- I. When specified, valves shall be NSF/ANSI 372 certified lead-free and NSF/ANSI 61 certified for drinking water.

2.03 OW & L CHECK VALVES

- A. Swing check valve shall be of the flanged type in compliance with AWWA C508. with outside lever and weight Rated for 250 psi, certified to ANSA/NSF 61.
- B. Valves bodies shall be ASTM A536 Ductile Iron. Flanges shall be ANSI B16.1, Class 125. Valve to have Bronze seat and comply with ASTM B62. Valve seats to be mechanically retained in the valve body.
- C. The valve disc shall be carbon steel core completely encapsulated with EPDM. Bronze seated valves shall have a mechanically secured disc seat constructed from bronze complying with ASTM B62.
- D. The hinge and hinge pin shall be constructed of AISI 316 SS or fusion bonded epoxy coated ductile iron. A minimum of 2 O-rings shall be used to seal the hinge pin.
- E. All exposed ferrous surfaces except SS shall be coated with fusion bonded epoxy that shall comply with AWWA C550.
- F. End connections shall comply with ANSI/ASME B16.1, class 125 flanges.
- G. The check valve shall be designed such that the disc, hinge, and bonnet can be removed as one assembly.
- H. Testing shall be performed in accordance with AWWA C508. Test results shall be furnished upon request of the end user or engineer.
- I. Check valves shall be American AVK Series 41 or Equal.

3.2 INSTALLATION

- In applications of liquids with suspended solids or dirty gases:
 - o For valves installed in a vertical pipeline, or where the possibility of overhead drain-back exists, install the valve with the seat at the top to prevent drain-back solids from settling into the valve body.

o For valves installed in a horizontal pipeline, install the valve so the plug rotates up when opened. Where drain-back does not exist, install the valve with the higher pressure, when closed, against the end opposite the seat.

- In applications of clean liquids and gases for eccentric plug valves installed in a horizontal or vertical pipeline, it is recommended that the valve be installed with the higher pressure against the end opposite the seat.

PRECAST CONCRETE UTILITY VAULT

PART 1: GENERAL

1.01 DESIGN

Complete structural calculations shall be provided by a Professional Engineer.

All dead loads and live loads, shall be considered.

- A. Geotechnical soil reports, water table and flood elevations shall be considered (if necessary).
- B. The steel reinforced precast structures shall meet or exceed the requirements of ACI-318 (latest revision) for concrete structures.

1.02 SUBMITTALS

Submit shop drawings of all concrete structures, including joint designs and related details for field assembly. Include certification of conformance with contract documents and the appropriate ASTM specification.

PART 2: PRODUCTS

2.01 PRECAST VAULT

The walls shall be a minimum 6" thick and be reinforced with grade 60, ASTM A-615, deformed steel rebar as indicated on the structural calculations. The walls shall be free of bug holes, voids or imperfections.

The precast concrete shall have a minimum 5,000PSI compressive strength at 28 days. Type 1 or type 3 cement shall be used. Compressive testing shall be performed in house on a daily basis and the results made available to the ENGINEER.

2.02 CONSTRUCTION JOINTS

The construction joints shall be of a tongue and groove design. The joints shall be sealed with Concrete Sealants CS-102 mastic and Avanti multi-grout.

The sealants shall be applied to clean and dry concrete surfaces.

2.03 QUALIFICATIONS

The precast concrete manufacture shall be NPCA certified (National Precast Concrete Association) in order to provide consistent and high quality precast concrete products. The manufacturer shall be Mack Industries, Inc., Valley City, Ohio or approved equal.

ACCESS HATCHES

The S1R (single leaf) and S2R (double leaf) series access frames and covers as manufactured by Halliday Products, Inc. of Orlando, Florida shall have a 1/4" (7mm) thick one-piece, mill finish, extruded aluminum frame, incorporating a continuous concrete anchor. Door panels shall be 1/4 inch (7mm) aluminum diamond plate, reinforced to withstand a live load of 300 lbs. psf (1464 kg. psm), Uniform live load. Doors shall open to 90 degrees and automatically lock with T-316 stainless steel hold open arms with aluminum release handles. Doors shall close flush with the frame. Hinges and all fastening hardware shall be T-316 stainless steel. Unit shall lock with a non-corrosive locking bar and have a non-corrosive handle. Unit shall carry a lifetime guarantee against defects in material and/or workmanship.

DAVIT CRANE

5PT20S-E4X - Commander Series 2000 lbs. / 907 kg maximum capacity portable davit crane with a 4777EGRA-K power winch. Crane includes: - Handle for easy 360° rotation with Nylatron flange bearing - Adjust boom angle with ratchet style screw jack finished with Galvanized Protective Coating - Adjust boom reach with boom extension - Quick connect winch mounting plate with single clevis pin connection - Welded constructed structural steel pipe and tubing - 304 Electropolished Stainless Steel finish - Stainless Steel assembly hardware Winch Includes: - 1.3 HP, 115-1-60 TENV motor - Automatic internal load brake - 6-foot NEMA 4 pendant control and an 8-foot power cord with grounded plug - Line Speed range from 13 - 22 fpm - Pressure plate with corrosion-resistant trivalent zinc finish - Stainless Steel fasteners to mount winch to crane - 3-part Epoxy Gray finish with a Zinc Rich Primer - Slot for swaged ball end on wire rope assembly to allow for Quick Disconnect option. This feature allows you to keep the hook end of the wire rope assembly attached to the load at all times, disconnect the wire rope from the winch and attach the swaged ball end to a Wire Rope Keeper (RK19-25S) or Cable Reel (RW50). - Quick disconnect option allows crane to be moved to another base location

5BW20S (wall base) Commander Series 2000 (5PT20) Wall Mount Base - Base cover with lanyard - Quick Disconnect – keyhole slot on base gusset to attach swaged ball end of wire rope. This will allow the rope to remain attached to the load at all times and the operator is able to move the crane assembly to another base location. - 304 Electropolished Stainless Steel finish

WS25-36NS - 1/4" diameter 7x19 aircraft cable assembly - 304 Stainless Steel - 36 feet long - Swaged ball one end - Swivel eye hook with safety latch other end

OPEN-CHANNEL GRINDERS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes Open-channel Grinder, Installation Frame and Controller.

1.2 REFERENCE STANDARDS

A. Equipment shall, as applicable, meet the requirements of the following industry standards.

B. ASTM International (ASTM):

1. ASTM A36 - Carbon Steel Plate.
2. ASTM A536 - Ductile Iron Castings.
3. ASTM A48 - Gray Iron Castings.
4. ASTM A564 Grade 630 condition H1150 (17-4) stainless steel

C. American Iron and Steel Institute (AISI):

1. AISI Type 1020 Steel
2. AISI Type 1045 Steel.
3. AISI Type 4130 - Heat Treated Alloy Steel.
4. AISI Type 4140 Heat Treated Alloy Steel.
5. AISI Type 18-8 Stainless Steel
6. AISI Type 303 Stainless Steel.
7. AISI Type 304 and 304L Stainless Steel.
8. AISI Type 316 and 316L Stainless Steel.

D. Society of Automotive Engineers (SAE):

1. SAE Type 660 Bearing Bronze.

E. National Electrical Manufacturer's Association (NEMA) Standards.

F. National Electrical Code (NEC).

G. Underwriters Laboratory (UL and cUL).

H. International Electrotechnical Commission (IEC).

1.3 QUALITY ASSURANCE

A. Qualifications:

1. Manufacturer is documented as being engaged in the sale of similar products for over forty-years. JWC Environmental Inc.

2. Manufacturer is single supplier for equipment listed in this section.
3. Manufacturer's Service Center is located domestically for repairs and upgrades.
4. Manufacturer supports Renew Program, providing new factory-built replacements of selected products for install without requirement to return existing equipment.
5. Manufacturer supports Preventative Maintenance Program, providing inspection and service of equipment by Manufacturer's Factory Technicians.
6. Manufacturer stocks all non-custom spare Parts.

B. Regulatory Requirements:

1. Manufacturer is U.L. listed for the construction of controller.

C. Certifications:

1. Manufacturer's management system is ISO9001 certified.

1.4 SUBMITTALS

A. Product Data:

1. Product description text.
2. Performance curves or capacity tables.
3. Catalog data.

B. Shop Drawings

1. General arrangement of installation.
2. Product Configuration.
3. Assembly

C. Operation and Maintenance Manuals:

1. The manuals shall include but not be limited to the following: Equipment descriptions, operating instructions, drawings, troubleshooting techniques, recommended maintenance schedule, recommended lubricants, and recommended replacement parts list.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Packaging, Shipping, Handling, and Unloading

1. Packaged in containers or on skids suitable for normal shipping, handling, and storage.
2. Protected from rain, snow, impact, and abrasion while in the possession of the carrier.

B. Acceptance at Site

1. Contractor shall review the contents of the shipment at time of delivery and promptly notify the carrier and supplier of any discrepancies.

C. Storage and Protection

1. Equipment to remain in the packaging provided by the supplier until it is installed.
2. Equipment to be stored in a dry environment between 40 and 100 degrees F.

D. Waste Management and Disposal

1. Contractor shall be responsible for discarding all packaging materials in an environmentally friendly manner and in accordance with local regulations.

1.6 WARRANTY

A. 12-month Limited Warranty

1. Manufacturer submits a standard twelve-month limited warranty document clearly identifying the scope, term and exclusions from the coverage.

1.7 SERVICE

A. Supplier supports product with multiple programs options available.

1. Service Center located domestically for repairs and upgrades.
2. Renew Program: Provides new factory-built replacements of selected products for install without requirement to return existing products.
3. Preventative Maintenance Program: Inspection and service of equipment by Factory Technicians.
4. Spare Parts.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. JWC Environmental Inc, 2850 S. Red Hill Ave. Suite 125, Santa Ana, CA 92705; Tel: 800-331-2277 or Approved Equal

- a. Maximum Design Flow Capacity: 2100 GPM (3.02 MGD)
- b. Cutter Stack Height: 32-inches
- B. Cutter Assembly-Multi-Zone

Zone 1-Grit Zone Cutters and Spacers.

- 1. Material Zone 1: Alloy Steel.
 - a. Cutters: Through hardened to 45-52 HRC
 - b. Spacers: Through hardened to 34-52 HRC.
- 2. Configuration Zone 1: Double stacked.
- 3. Cutters-Zone 1
 - a. 7-tooth Cam style, .876-inch thick, 4.710-inch diameter. Designed specifically for waste streams containing heavy volumes of solids.
 - b. Precision ground individual cutter elements with a thickness tolerance of $+.000/- .001$.
 - c. Keyed to shaft with hexagon opening.
- Spacers-Zone 1
 - d. Smooth O.D. .892-inch thick, Alloy Steel.
 - e. Precision ground individual spacer elements with a thickness tolerance of $+.001/- .000$.
 - f. Keyed to shaft with hexagon opening.

Zone 2-Working Zone Cutters and Spacers.

- 4. Material Zone 2: Alloy Steel.
 - a. Cutters: Through hardened to 45-52 HRC
 - b. Spacers: Through hardened to 34-52 HRC.
- 5. Configuration Zone 2: Single Stacked.
- 6. Cutters-Zone 2
 - a. 17-tooth Serrated Cam style, .438-inch thick, 4.730-inch diameter. Designed specifically for waste streams requiring focused reduction of disposable and non-disposable cloth products or wipes.
 - b. Multiple serrations located on outside diameter edge of cutter teeth create punctures or perforations in the cloth or paper materials creating a confetti type cut that inhibits reweaving of the material with hair and other solids.
 - c. Precision ground individual cutter elements with thickness tolerance of $+.000/- .001$
 - d. Keyed to shaft with hexagon inner profile.
- Spacers-Zone 2
 - e. Knurled O.D. .446-inch thick.
 - f. Knurled diamond pattern on outside diameters surface.

g. Precision ground individual spacer elements with a thickness tolerance of $+.001/-0.000$.

h. Keyed to shaft with hexagon opening.

C. Mechanical Seal and Bearing Cartridges-Standard

1. Seals and bearing incorporated into a cartridge style design requiring no external seal flush or lubricants to operate wet or dry.
2. Rated for maximum operating depth: 208 feet (90 psi).
3. Dynamic and Static seal faces to be Tungsten carbide with 6% nickel binder.
4. Cartridge bushing and housing are AISI 304 stainless steel.
5. O-rings to be Buna-N (Nitrile).

D. Shafts

1. 2-inch hexagon heat treated AISI 4140 alloy steel.
2. Minimum tensile strength of 170,000 psi.
3. Supported on either end by Mechanical Seal and Bearing Cartridges.
4. Cantilevered designs are not acceptable.

E. End Housings, Side Rails, Top Cover, Bottom Cover, and Gaskets

1. End Housings

- a. Cast integral bushing deflector directs solids away from Mechanical Seal and Bearing Cartridge bushings.
- b. Directional flow arrows on side of housings indicate correct installation orientation for solids discharge.
- c. Cast ASTM A536-84 65-45-12 ductile iron.

2. Side Rails

- a. Evenly-spaced horizontal fingers and flow channels. Flow channels create additional open area through grinder increasing flow capacity. Horizontal fingers direct solids toward cutters by creating a pressure differential towards the cutters.
- b. Shape of flow fingers creates a pressure gradient to force solids to cutters and minimize water head loss.
- c. Fingers and flow channel are positioned on the upstream side of the grinder terminating even with the center of the cutter providing free discharge.
- d. Side rails with flow channel running the entire length of the side rail are not allowed.
- e. Cast ASTM A536-84 65-45-12 ductile iron.

3. Top Cover:

- a. Manufacturing identification plate mounting.
- b. Cast ASTM A536-84 65-45-12 ductile iron.

4. Bottom Cover:

- a. ASTM A36 Steel.

- 5. Gaskets:
 - a. Cork and neoprene rubber.

F. Transfer Gears with integral interlocking lobes

- 1. Heat treated and hardened AISI 4140 alloy steel.
- 2. Number of teeth on gears creates ratio of cutter tip speed on low speed shaft to cutter tip speed of highspeed shaft greater than 0.90 and less than 1.00 to promote cleanout of processed material in cutting stack.

G. Couplings

- 1. Low Speed Coupling
 - a. Two-piece 3-jaw interlocking design.
 - b. Hardened AISI 4140 alloy steel
- 2. High Speed Coupling
 - a. Type L 3-jaw with elastomer
 - b. Buna-N spider.

H. Lifting Eyes

- 1. Drop forged Steel
- 2. Rated for 1300 lb
- 3. Designed for lift of grinder.

I. Speed Reducer

- 1. Grease lubricated cycloidal design Cyclo Series 6000 with 29:1 reduction ratio.
- 2. Manufacturer: Sumitomo Machinery Corporation of America.

J. Motor

- 1. XPNV Immersible Explosion Proof Motor: Baldor Electric Company.
 - a. Installed Horsepower: 5 HP.
 - b. Motor Service Factor: 1.15.
 - c. Minimum Motor Efficiency (at Full Load): 91 percent.
 - d. Minimum Motor Power Factor (at Full Load): 76.

Performance:

- e. Grinder Peak Torque with Reducer: 1,665 lb-ft.
- f. Grinder Peak Force at Cutter Tip: 8,493 lbf.
- g. UL rated NEMA 6P, Class I, Div. 1 Groups C&D, Class II Div. 2, Groups F&G, Class III Div. 1.
- h. Manufacturer rating of 40 consecutive days of submergence at a maximum depth of 40 feet.
- i. Capable of operating in air 100 percent of time with no external cooling required.
- j. No fan cooling during operation.
- k. Utilize ceramic shaft seal requiring no oil lubrication.

K. Identification:

- 1. Corrosion resistant nameplate affixed to top cover of Grinder.

2. Nameplate Information: Manufacturer's name and address, Model No., Serial No., Capacity, Max. psi, Weight, Manuf. Date.

L. Finishes:

1. Paint Coatings for Ferrous Materials: Prepared to SSPC-SP6 (Commercial Blast Cleaning) and coated with minimum 6 to 8 mils TDFT (total dry film thickness) of an aliphatic acrylic polyurethane paint in the color Hunter Green.
2. Paint Coatings for Previously Coated Components (Motors, Speed Reducers, etc.): Prepared to SSPC-SP1 (Solvent Cleaning) and SSPC-SP2 (Hand Tool Cleaning) and coated with minimum 6-8 mils TDFT (total dry film thickness) of an aliphatic acrylic polyurethane paint in the color Hunter Green.

2.3 INSTALLATION FRAME

Installation Frame provides structure for mounting and positioning of the grinder in an open channel or wet well. Installation frame secures the grinder in position and provides structure and baffling to properly support and prevent unwanted bypass of material.

A. Frame

1. Mounts to channel walls supporting weight of grinder with suitable anchors supplied by contractor for installation.
2. Frame design uses pocket or guide plate to allow grinder to be lifted or lowered in and out of frame with no removal of fasteners.
3. Where possible frame uses adjustable side flanges to mount to channel walls adjusting to taper or irregularities in the wall.

B. Guide Rail

1. Provides guidance of grinder into frame for deep channel or well installations.
2. Mounts to channel walls or well with suitable anchors supplied by contractor for installation.
3. Uses guide plate mounted to grinder to interface with guide slots in rail to guide grinder into installation frame.
4. Fabricated of AISI 304L stainless steel.
5. Finish: No special requirements

2.4 MOTOR CONTROLLER

A. DESIGN: NEMA enclosure with programmable logic controller (PLC), operation and fail indicators, and selector switches.

B. Basis of Design:

1. Model# PC2200 as manufactured and supplied by JWC Environmental Inc.
 - a. Motor Controller Power Supply: 460 V/ 3 PH/ 60 Hz.

C. Enclosure, Selector Switches, Pushbuttons and Pilot Lights

1. Enclosure NEMA 4X

- a. Fiberglass reinforced plastic with hinged door and mounting flanges.
- b. Selector Switches: 22 mm, three-position, rated equal or better than the enclosure and indicate On-Off/Reset-Remote.
- c. Pilot Lights: 22 mm, LED (pilot lamp), rated equal or better than the enclosure and indicate POWER ON, grinder RUN, grinder JAMMED and MOTOR FAULT.

D. Programmable Logic Controller

- 1. Basis of Design: Panasonic FP-X series.
 - a. 16K program capacity.
 - b. (8) 24 Vdc inputs, (6) relay outputs.

E. Motor Starters, Overload Relays and Control Power Transformer:

- 1. Starters
 - a. IEC, full voltage, and reversing.
 - b. Maximum short circuit protective fault current 100 kA.
- 2. Overload Relays
 - a. Adjustable and sized to full load amperes (FLA) of the motor.
- 3. Control Power Transformer
 - a. Produce 120-volt AC power from the supply power. Sized and fused in accordance with code to accommodate the control power requirements.

F. Current Transducers

- 1. Discrete output type with an adjustable set point from 1-135A with 200ms or faster response time.

G. Operation:

- 1. Grinder Control: In accordance with ON-OFF/RESET-REMOTE Selector Switch.
 - a. OFF/RESET Position (OFF): De-energizes Grinder.
 - b. OFF/RESET Position (RESET): Clears all fault conditions.
 - c. ON Position: Energizes Grinder
 - d. REMOTE Position: Grinder operates as controlled by a remote start/stop dry contact.
- 2. Grinder JAM Condition: In accordance with setting of current transducer.
 - a. Controller will stop and reverse the Grinder motor three (3) times and activate the Grinder FAIL indicator and relay.
 - b. Grinder will stop operation.
- 3. Grinder MOTOR OVERLOAD Condition: In accordance with setting of Motor Overload Relay.
 - a. The MOTOR FAULT indicator lamp will be illuminated, and the FAIL contact will be closed.
 - b. Grinder will stop operation.

4. Grinder MOTOR OVERTEMP Condition: In accordance with setting of Motor Thermostat. (Only with applicable motors).

- a. The MOTOR FAULT indicator lamp will be illuminated, and the FAIL contact will be closed.
- b. Grinder will stop operation.

5. Power Failure:

- a. While System is Operating: System shall not return to normal operation until power is restored and START pushbutton is pressed.
- b. While System is in a Fail Condition: System shall return to a fail state when power is restored. The fail state shall not be cleared until reset.

6. Reset of Grinder: Accomplished from the controller only.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Coordinate installation of the equipment in accordance with the manufacturer's installation instructions, approved submittals, and in accordance with OSHA, local, state, and federal codes and regulations.

3.2 FIELD QUALITY CONTROL

A. INSPECTION

- 1. The manufacturer is required to provide the services of a factory or manufacturer's representative for a minimum of one day to inspect the equipment for proper installation, apply power for the first time and check for proper motor rotation, oversee the initial introduction of material into the system and confirm the equipment operates as intended.

B. TRAINING

- 1. Field training for operations, maintenance, and supervisory staff members is to be provided by a manufacturer or manufacturer's representative. Field instruction shall cover key components of the equipment, operating and maintenance requirements and troubleshooting techniques.

"General Decision Number: OH20250103 09/12/2025

Superseded General Decision Number: OH20240103

State: Ohio

Construction Type: Building

County: Warren County in Ohio.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
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If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this

wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	02/07/2025
2	02/14/2025
3	03/14/2025
4	04/25/2025
5	05/30/2025
6	06/06/2025
7	07/11/2025
8	07/18/2025
9	08/08/2025
10	08/15/2025
11	09/05/2025
12	09/12/2025

ASBE0008-010 03/01/2025

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 35.23	23.04

BROH0018-003 06/01/2024

	Rates	Fringes
BRICKLAYER.....	\$ 33.30	18.28

BROH0018-005 09/01/2023

	Rates	Fringes
TILE SETTER.....	\$ 32.41	16.36

CARP0002-016 06/01/2024

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 32.26	19.10

CARP0002-018 06/01/2024

	Rates	Fringes
CARPENTER (Includes Acoustical Ceiling		

Installation, Drywall Hanging
and Metal Stud Installation;
Excludes Form Work).....\$ 32.26 19.10

* ELEC0648-002 09/01/2025

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring).....	\$ 38.00	24.162

ELEV0011-002 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 57.41	38.435+a+b

PAID HOLIDAYS:

- a. New Year's Day, Memorial Day, Independence Day, Labor Day,
Vetern's Day, Thanksgiving Day, the Friday after
Thanksgiving, and Christmas Day.
- b. Employer contributes 8% of regular hourly rate to vacation
pay credit for employee who has worked in business more
than 5 years; 6% for less than 5 years' service.

ENGI0018-036 05/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR Backhoe/Excavator/Trackhoe; Bulldozer; Crane.....	\$ 44.14	16.41

ENGI0018-037 05/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR Bobcat/Skid Steer/Skid Loader.....	\$ 44.14	16.41

ENGI0066-045 06/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR Forklift.....	\$ 28.87	19.66
Grader/Blade.....	\$ 32.42	19.66
Mechanic.....	\$ 32.92	19.66

IRON0044-003 06/01/2025

"General Decision Number: OH20250001 09/26/2025

Superseded General Decision Number: OH20240001

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
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If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.
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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a

conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	02/07/2025
2	02/14/2025
3	02/28/2025
4	03/07/2025
5	03/14/2025
6	04/25/2025
7	05/02/2025
8	05/09/2025
9	05/16/2025
10	05/30/2025
11	06/06/2025
12	06/27/2025
13	07/11/2025
14	07/18/2025
15	07/25/2025
16	08/08/2025
17	08/15/2025
18	09/05/2025
19	09/12/2025
20	09/26/2025

BROH0001-001 06/01/2024

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

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

BROH0001-004 06/01/2023

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

BROH0003-002 06/01/2024

FULTON (Townships of Amboy, Swan Creek & Fulton), HENRY (Townships of Washington, Damascus, Richfield, Bartlow, Liberty, Harrison, Monroe, & Marion), LUCAS and WOOD (Townships

of Perrysburg, Ross, Lake, Troy, Freedom, Montgomery, Webster,
Center, Portage, Middleton, Plain, Liberty, Henry, Washington,
Weston, Milton, Jackson & Grand Rapids) COUNTIES

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

BROH0005-003 06/01/2020		

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

	Rates	Fringes
BRICKLAYER		
BRICKLAYERS; CAULKERS;		
CLEANERS; POINTERS; &		
STONEMASONS.....	\$ 36.64	17.13
SANDBLASTERS.....	\$ 36.39	17.13
SEWER BRICKLAYERS & STACK		
BUILDERS.....	\$ 36.64	17.13
SWING SCAFFOLDS.....	\$ 37.14	17.13

BROH0006-005 06/01/2024		

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

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

BROH0007-002 06/01/2024		

LAWRENCE

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

BROH0007-005 06/01/2023		

PORTAGE & SUMMIT

	Rates	Fringes
BRICKLAYER.....	\$ 32.40	19.30

BROH0007-010 06/01/2024		

PORTAGE & SUMMIT

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

BROH0008-001 06/01/2024		

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

	Rates	Fringes
BRICKLAYER.....	\$ 33.39	20.06

BROH0009-002 06/01/2024		

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

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

BROH0010-002 06/01/2024		

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

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

BROH0014-002 06/01/2024		

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

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

BROH0016-002 06/01/2023		

ASHTABULA, GEAUGA, and LAKE COUNTIES

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

BROH0018-002 06/01/2024		

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

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

BROH0022-004 06/01/2024		

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

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

BROH0032-001 06/01/2024		

GALLIA & MEIGS

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

BROH0035-002 06/01/2024		

ALLEN, AUGLAIZE, MERCER and VAN WERT COUNTIES

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

BROH0039-002 06/01/2024		

ADAMS & SCIOTO

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

BROH0040-003 06/01/2024		

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

Rates Fringes

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

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.

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

""Hot"" work: \$2.50 above journeyman rate.

BROH0044-002 06/01/2024

Rates Fringes

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

BROH0045-002 06/01/2023

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

Rates Fringes

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

BROH0046-002 06/01/2024

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

Rates Fringes

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

FOOTNOTE: Layout Man and Sawman rate: \$1.00 per hour above journeyman rate.

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

""Hot"" work: \$2.50 above journeyman rate.

BROH0052-001 06/01/2024

ATHENS COUNTY

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

BROH0052-003 06/01/2024

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

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

BROH0055-003 06/01/2024

DELAWARE, FRANKLIN, MADISON, PICKAWAY and UNION COUNTIES

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

CARP0002-024 05/01/2025

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

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

CARP0171-001 05/01/2025

MAHONING & TRUMBULL

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

CARP0171-002 05/01/2025

BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE

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

CARP0200-002 05/01/2025

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

	Rates	Fringes
CARPENTER.....	\$ 35.94	23.59
Diver.....	\$ 39.41	10.40
PILEDRIVERMAN.....	\$ 35.94	23.59

CARP0285-001 05/01/2025

CARROLL, STARK, TUSCARAWAS and WAYNE

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

CARP0285-002 05/01/2025

COSHOCTON, HOLMES, KNOX & MORROW

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

CARP0285-008 05/01/2025

MEDINA, PORTAGE & SUMMIT

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

CARP0351-005 05/01/2025

LUCAS & WOOD

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

CARP0351-006 05/01/2025

	Rates	Fringes
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CARPENTER

DEFIANCE, FULTON, HANCOCK, HENRY, PAULDING & WILLIAMS COUNTIES.....	\$ 32.05	26.13
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CARP0372-002 05/01/2025

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

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

CARP0435-005 05/01/2025

ASHTABULA, CUYAHOGA, GEAUGA & LAKE

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

CARP0735-001 05/01/2025

ASHLAND, HURON & RICHLAND

	Rates	Fringes
CARPENTER.....	\$ 34.67	23.57

CARP0735-002 05/01/2025

LORAIN

	Rates	Fringes
CARPENTER.....	\$ 38.42	24.01

CARP0735-004 05/01/2025

ERIE

	Rates	Fringes
CARPENTER.....	\$ 36.71	24.14

CARP0744-001 05/01/2025

CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
CARPENTER.....	\$ 33.74	27.05

CARP1090-002 05/01/2025

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

	Rates	Fringes
Piledrivermen & Diver's Tender...	\$ 35.94	28.39

DIVERS - \$250.00 per day

CARP1090-003 05/01/2025

BELMONT, HARRISON, & MONROE

	Rates	Fringes
Diver, Wet.....	\$ 58.52	24.91
Piledrivermen; Diver, Dry.....	\$ 39.01	24.91

CARP1090-004 05/01/2025

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
Diver, Wet.....	\$ 49.82	25.40
Piledrivermen; Diver, Dry.....	\$ 33.21	25.40

CARP1090-005 05/01/2025

ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE,
LORAIN, MEDINA, PORTAGE, RICHLAND & SUMMIT

	Rates	Fringes
Diver, Wet.....	\$ 54.51	27.50
Piledrivermen; Diver, Dry.....	\$ 36.34	27.50

CARP1090-006 05/01/2025

COSHOCTON, HOLMES, KNOX & MORROW

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

CARP1090-007 05/01/2025

MAHONING & TRUMBULL

	Rates	Fringes
Diver, Wet.....	\$ 50.85	24.82

Piledrivermen; Diver, Dry.....\$ 33.90 24.82

CARP1090-008 05/01/2025

COLUMBIANA & JEFFERSON

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

CARP1090-009 05/01/2025

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

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

DIVERS - \$250.00 per day

ELEC0008-002 05/27/2024

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

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

ELEC0032-003 06/01/2025

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

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

ELEC0038-002 04/28/2025

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

	Rates	Fringes
ELECTRICIAN Excluding Sound &		

Communications Work.....\$ 46.63 24.92

FOOTNOTES;

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

ELEC0038-008 04/28/2025

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

	Rates	Fringes
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Sound & Communication
Technician

Communications Technician...	\$ 34.30	14.95
Installer Technician.....	\$ 33.05	14.91

FOOTNOTES;

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

ELEC0064-003 11/25/2024

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

	Rates	Fringes
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ELECTRICIAN.....	\$ 39.80	21.03
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ELEC0071-005 01/06/2025

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

	Rates	Fringes
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LINE CONSTRUCTION: Equipment
Operator

DOT/Traffic Signal & Highway Lighting Projects...	\$ 39.97	27%+8.00
Municipal Power/Transit Projects.....	\$ 49.46	27%+8.25

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

LINE CONSTRUCTION:
Linemen/Cable Splicer
DOT/Traffic Signal &
Highway Lighting Projects...\$ 43.89 27%+8.00
Municipal Power/Transit
Projects.....\$ 54.96 27%+8.25

ELEC0071-010 01/06/2025

Statewide

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

ELEC0082-002 12/02/2024

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

	Rates	Fringes
ELECTRICIAN.....	\$ 38.00	22.49

* ELEC0082-006 11/25/2024

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

	Rates	Fringes
Sound & Communication Technician		
Cable Puller.....	\$ 13.85 **	5.30
Installer/Technician.....	\$ 27.70	15.71

ELEC0129-003 02/24/2025

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

	Rates	Fringes
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ELECTRICIAN.....\$ 42.95 18.81

ELEC0129-004 02/24/2025

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

	Rates	Fringes
ELECTRICIAN.....	\$ 42.95	18.81

ELEC0141-003 06/02/2025

BELMONT COUNTY

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

ELEC0212-003 11/26/2018

BROWN, CLERMONT & HAMILTON

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

ELEC0212-005 06/02/2025

BROWN, CLERMONT, and HAMILTON COUNTIES

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

ELEC0245-001 08/26/2024

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

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

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

ELEC0245-003 01/01/2025

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

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

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

ELEC0245-004 01/01/2025

ERIE COUNTY

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

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

ELEC0246-001 10/28/2024

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

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

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

ELEC0306-005 05/27/2024

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

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

ELEC0317-002 06/02/2025

GALLIA & LAWRENCE

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

ELEC0540-005 06/30/2025

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

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

ELEC0573-003 06/01/2025

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

Rates Fringes

ELECTRICIAN.....\$ 42.20 23.37

ELEC0575-001 05/29/2023

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

Rates Fringes

ELECTRICIAN.....\$ 37.00 22.26

ELEC0648-001 09/01/2025

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

Rates Fringes

CABLE SPLICER.....\$ 30.50 18.23

ELECTRICIAN.....\$ 38.00 24.162

* ELEC0673-004 05/26/2025

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

Rates Fringes

CABLE SPLICER.....\$ 33.81 21.47

ELECTRICIAN.....\$ 41.17 24.58

* ELEC0683-002 06/02/2025

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

Rates Fringes

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

ELEC0688-003 05/30/2022

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

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

ELEC0972-002 06/01/2024

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

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

ELEC1105-001 05/27/2024

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

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

ENGI0018-003 05/01/2024

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

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
GROUP 1.....	\$ 45.63	16.41
GROUP 2.....	\$ 45.53	16.41
GROUP 3.....	\$ 44.49	16.41

GROUP 4.....	\$ 43.27	16.41
GROUP 5.....	\$ 37.98	16.41
GROUP 6.....	\$ 46.63	16.41
GROUP 7.....	\$ 46.63	16.41

OPERATING ENGINEER CLASSIFICATIONS

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

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

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer (Portage and Summit Counties Only); Bobcat-type and/or Skid Steer Loader with or without Attachments; Highway Drills (all types); Locomotive (narrow gauge); Material Hoist/Elevator; Mixer, Concrete (more than one bag capacity); Mixer, one bag

capacity (Side Loader); Power Boiler (Over 15 lbs. Pressure) Pump Operator installing & operating Well Points; Pump (4' & over discharge); Roller, Asphalt; Rotovator (lime soil stabilizer); Switch & Tie Tampers (without lifting & aligning device); Utility Operator (Small equipment); Welding Machines; and Railroad Tie Insert/Remover; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

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

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

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

GROUP 7 - Boom from 180 and over.

ENGI0018-004 05/01/2024

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

Rates Fringes

POWER EQUIPMENT OPERATOR

GROUP 1.....	\$ 44.14	16.41
GROUP 2.....	\$ 44.02	16.41
GROUP 3.....	\$ 42.98	16.41
GROUP 4.....	\$ 41.80	16.41
GROUP 5.....	\$ 36.34	16.41
GROUP 6.....	\$ 45.14	16.41
GROUP 7.....	\$ 45.14	16.41

OPERATING ENGINEER CLASSIFICATIONS

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

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

GROUP 3 - A-Frame; Air Compressor on Tunnel Work (low pressure); Asphalt Plant Engineer; Bobcat-type and/or Skid

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

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

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

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

GROUP 7 - Boom from 180 and over.

ENGI0066-023 06/01/2023

COLUMBIANA, MAHONING & TRUMBULL COUNTIES

Rates	Fringes
POWER EQUIPMENT OPERATOR	
ASBESTOS; HAZARDOUS/TOXIC	
WASTE PROJECTS	
GROUP 1 - A & B.....	\$ 44.63 24.30
ASBESTOS; HAZARDOUS/TOXIC	
WASTE PROJECTS	

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

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

GROUP 2 - Asphalt Heater Planer; Backfiller with Drag
Attachment; Backhoe; Backhoe with
Shear attached; Backhoe-Rear Pivotal Swing; Batch
Plant-Central Mix Concrete; Batch Plant, Portable
concrete; Berm Builder-Automatic; Boat Derrick; Boat-Tug;
Boring Machine Attached to Tractor; Bullclam; Bulldozer;
C.M.I. Road Builder & Similar Type; Cable Placer & Layer;
Carrier-Straddle; Carryall-Scraper or Scoop; Chicago Boom;
Compactor with Blade Attached; Concrete Saw (Vermeer or
similar type); Concrete Spreader Finisher; Combination,
Bidwell Machine; Crane; Crane-Electric Overhead;
Crane-Rough Terrain; Crane-Side Boom; Crane-Truck;
Crane-Tower; Derrick-Boom; Derrick-Car; Digger-Wheel (Not
trencher or road widener); Double Nine; Drag Line; Dredge;
Drill-Kenny or Similar Type; Easy Pour Median Barrier

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

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

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

GROUP 5 - Brakeperson; Fireperson; & Oiler

IRON0017-002 05/01/2024

ASHTABULA (North of Route 6, starting at the Geauga County Line, proceeding east to State Route 45), CUYAHOGA, ERIE (Eastern 2/3), GEAUGA, HURON (East of a line drawn from the north border through Monroeville & Willard), LAKE, LORAIN, MEDINA (North of Old Rte. #224), PORTAGE (West of a line from Middlefield to Shalersville to Deerfield), and SUMMIT (North of Old Rte. #224, including city limits of Barberton) COUNTIES

	Rates	Fringes
IRONWORKER		
Ornamental, Reinforcing, & Structural.....	\$ 36.83	29.01

IRON0017-010 05/01/2024

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

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

IRON0044-001 06/01/2025

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

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

IRON0044-002 06/01/2025

CLINTON (South of a line drawn from Blanchester to Lynchburg), HAMILTON, HIGHLAND (Excluding eastern one-fifth & portion of county inside lines drawn from Marshall to Lynchburg from the

northern county line through E. Monroe to Marshall) & WARREN
(South of a line drawn from Blanchester through Morrow to the
west county line)

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 35.88	23.90
Ornamental; Structural.....	\$ 37.77	23.90

IRON0055-003 07/01/2024

CRAWFORD (Area Between lines drawn from where Hwy #598 & #30
meet through N. Liberty to the northern border & from said Hwy
junction point due west to the border), DEFIANCE (S. of a line
drawn from where Rte. #66 meets the northern line through
Independence to the eastern county border), ERIE (Western 1/3),
FULTON, HANCOCK, HARDIN (North of a line drawn from Maysville
to a point 4 miles south of the northern line on the eastern
line), HENRY, HURON (West of a line drawn from the northern
border through Monroeville & Willard), LUCAS, OTTAWA, PUTNAM
(East of a line drawn from the northern border down through
Miller City to where #696 meets the southern border), SANDUSKY,
SENECA, WILLIAMS (East of a line drawn from Pioneer through
Stryker to the southern border), WOOD & WYANDOT (North of Rte.
#30)

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

IRON0147-002 06/01/2025

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

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

IRON0172-002 06/01/2025

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

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

IRON0207-004 06/01/2025

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

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

IRON0290-002 06/01/2025

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

	Rates	Fringes
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IRONWORKER.....\$ 37.39 25.35

IRON0549-003 12/01/2022

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

	Rates	Fringes
IRONWORKER.....	\$ 35.19	25.66

IRON0550-004 05/01/2024

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

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

IRON0769-004 06/01/2025

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

	Rates	Fringes
IRONWORKER.....	\$ 39.70	29.59

IRON0787-003 06/01/2025

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

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

LABO0265-008 05/01/2024

	Rates	Fringes
LABORER		

ASHTABULA, ERIE, HURON,
LORAIN, LUCAS, MAHONING,
MEDINA, OTTAWA, PORTAGE,
SANDUSKY, STARK, SUMMIT,
TRUMBULL & WOOD COUNTIES

GROUP 1.....	\$ 35.95	14.45
GROUP 2.....	\$ 36.12	14.45
GROUP 3.....	\$ 36.45	14.45
GROUP 4.....	\$ 36.90	14.45

CUYAHOGA AND GEAUGA
COUNTIES ONLY: SEWAGE
PLANTS, WASTE PLANTS,
WATER TREATMENT
FACILITIES, PUMPING
STATIONS, & ETHANOL PLANTS

CONSTRUCTION.....	\$ 38.56	14.45
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CUYAHOGA, GEAUGA & LAKE
COUNTIES

GROUP 1.....	\$ 37.18	14.45
GROUP 2.....	\$ 37.35	14.45
GROUP 3.....	\$ 37.68	14.45
GROUP 4.....	\$ 38.13	14.45

REMAINING COUNTIES OF OHIO

GROUP 1.....	\$ 35.52	14.45
GROUP 2.....	\$ 35.69	14.45
GROUP 3.....	\$ 36.02	14.45
GROUP 4.....	\$ 36.47	14.45

LABORER CLASSIFICATIONS

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

GROUP 2 - Asphalt Raker; Concrete Puddler; Kettle Man
Pipeline); Machine Driven Tools (Gas, Electric, Air); Mason
Tender; Brick Paver; Mortar Mixer; Power Buggy or Power
Wheelbarrow; Paint Striper; Sheeting & Shoring Man; Surface
Grinder Man; Plastic Fusing Machine Operator; Pug Mill
Operator; & Vacuum Devices (wet or dry); Rodding Machine
Operator; Diver; Screwman or Paver; Screed Person; Water
Blast, Hand Held Wand; Pumps 4'" & Under (Gas, Air or
Electric) & Hazardous Waste (level C); Air Track and Wagon
Drill; Bottom Person; Cofferdam (below 25 ft. deep);
Concrete Saw Person; Cutting with Burning Torch; Form
Setter; Hand Spiker (Railroad); Pipelayer; Tunnel Laborer
(without air) & Caisson; Underground Person (working in
Sewer and Waterline, Cleaning, Repairing & Reconditioning);

Sandblaster Nozzle Person; & Hazardous Waste (level B)

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

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

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

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

PAIN0006-002 05/01/2023

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

Rates	Fringes
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PAINTER

COMMERCIAL NEW WORK;
REMODELING; & RENOVATIONS

GROUP 1.....	\$ 30.75	18.95
GROUP 2.....	\$ 31.15	18.95
GROUP 3.....	\$ 31.45	18.95
GROUP 4.....	\$ 37.01	18.95

COMMERCIAL REPAINT

GROUP 1.....	\$ 29.25	18.95
GROUP 2.....	\$ 29.65	18.95
GROUP 3.....	\$ 29.95	18.95

PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

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

GROUP 4 - Bridge Blaster

PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting

PAIN0007-002 07/01/2025

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

	Rates	Fringes
PAINTER		
NEW COMMERCIAL WORK		
GROUP 1.....	\$ 33.66	23.88
GROUP 2.....	\$ 34.66	23.88
GROUP 3.....	\$ 34.66	23.88
GROUP 4.....	\$ 34.66	23.88
GROUP 5.....	\$ 34.66	23.88
GROUP 6.....	\$ 34.66	23.88
GROUP 7.....	\$ 34.66	23.88
GROUP 8.....	\$ 34.66	23.88
GROUP 9.....	\$ 34.66	23.88

REPAINT IS 90% OF JR

PAINTER CLASSIFICATIONS

GROUP 1 - Brush; Spray & Sandblasting Pot Tender

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

GROUP 3 - Swing Stage & Chair

GROUP 4 - Lead Abatement

GROUP 5 - All Methods of Spray

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

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

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

GROUP 9 - Epoxy Spray (excluding water based)

PAIN0012-008 05/01/2019

BUTLER COUNTY

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

PAINTER CLASSIFICATIONS

GROUP 1: Bridge Equipment Tender; Bridge/Containment Builder

GROUP 2: Brush & Roller

GROUP 3: Spray

GROUP 4: Sandblasting; & Waterblasting

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

PAIN0012-010 05/01/2019

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

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

PAIN0093-001 12/01/2024

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

Rates Fringes

PAINTER

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

PAIN0249-002 05/01/2025

CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE

Rates Fringes

PAINTER

GROUP 1 - Brush & Roller....	\$ 29.15	13.97
GROUP 2 - Swing, Scaffold Bridges; Structural Steel; Open Acid Tank; High Tension Electrical Equipment; & Hot Pipes.....	\$ 33.09	13.97
GROUP 3 - Spray; Sandblast; Steamclean; Lead Abatement.....	\$ 29.90	13.97
GROUP 4 - Steeplejack Work..	\$ 30.10	13.97
GROUP 5 - Coal Tar.....	\$ 30.65	13.97
GROUP 6 - Bridge Equipment Tender & or Containment Builder.....	\$ 37.86	13.97
GROUP 7 - Tanks, Stacks & Towers.....	\$ 33.86	13.97
GROUP 8 - Bridge Blaster, Rigger.....	\$ 40.86	13.97

PAIN0356-002 09/01/2009

KNOX, LICKING, MUSKINGUM, and PERRY

Rates Fringes

PAINTER

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

Tanks; Stacks; and Towers...\$ 28.63 7.25

PAIN0438-002 12/01/2023

BELMONT, HARRISON and JEFFERSON COUNTIES

Rates Fringes

PAINTER

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

PAIN0476-001 06/01/2025

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

Rates Fringes

PAINTER

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

PAINTER CLASSIFICATIONS:

GROUP 1: Painters, Brush & Roller

GROUP 2: Bridges

GROUP 3: Structural Steel

GROUP 4: Spray, Except Bar Joist/Deck

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

GROUP 6: Tanks; Sandblasting

GROUP 7: Towers; Stacks

PAIN0555-002 01/01/2025

ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO

Rates Fringes

PAINTER

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

PAINTER CLASSIFICATIONS

GROUP 1 - Containment Builder

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

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

GROUP 4 - Stacks; Bridges

PAIN0639-001 05/01/2011

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

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

PAIN0788-002 06/01/2024

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

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

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

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

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

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

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

PAIN0813-005 12/01/2008

GALLIA, LAWRENCE, MEIGS & VINTON

	Rates	Fringes
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PAINTER

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

PAIN0841-001 07/01/2025

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

	Rates	Fringes
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Painters:

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

PAINTER CLASSIFICATIONS:

GROUP 1 - Brush, Roller & Paperhanger

GROUP 2 - Epoxy Application

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

GROUP 4 - Spray Gun Operator of Any & All Coatings

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

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

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

PAIN0841-002 07/01/2025

CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE

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

PAIN1020-002 07/01/2025

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

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

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

Applying Coal Tar Products - \$1.00 premium

PAIN1275-002 05/01/2025

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

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

PLAS0109-001 06/01/2025

MEDINA, PORTAGE, STARK, and SUMMIT COUNTIES

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

PLAS0109-003 06/01/2025

CARROLL, HOLMES, TUSCARAWAS, and WAYNE COUNTIES

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

PLAS0132-002 07/01/2025

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

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

PLAS0404-002 05/01/2018

ASHTABULA, CUYAHOGA, GEAUGA, AND LAKE COUNTIES

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

PLAS0404-003 05/01/2018

LORAIN COUNTY

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

PLAS0526-022 05/01/2018		

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

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

PLAS0526-023 05/01/2018		

BELMONT, HARRISON, and JEFFERSON COUNTIES

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

PLAS0886-001 07/01/2024		

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

	Rates	Fringes
PLASTERER.....	\$ 33.73	23.25

PLAS0886-003 07/01/2024		

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

	Rates	Fringes
PLASTERER.....	\$ 33.73	23.25

PLAS0886-004 07/01/2024		

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

	Rates	Fringes
PLASTERER.....	\$ 33.73	23.25

PLUM0042-002 07/01/2025		

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

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

PLUM0050-002 06/30/2025

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

 Rates Fringes

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

PLUM0055-003 05/05/2025

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

 Rates Fringes

PLUMBER.....\$ 44.86 30.03

PLUM0083-001 07/01/2023

BELMONT & MONROE (North of Rte. #78)

 Rates Fringes

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

PLUM0094-002 05/01/2025

CARROLL (Northen Half), STARK, and WAYNE COUNTIES

 Rates Fringes

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

PLUM0120-002 05/01/2025

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

 Rates Fringes

PIPEFITTER.....\$ 49.17 28.55

PLUM0162-002 06/01/2024

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

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

PLUM0168-002 06/01/2025		

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

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

PLUM0189-002 06/01/2024		

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

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

PLUM0219-002 06/01/2025		

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

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

PLUM0392-002 06/01/2025		

BROWN, BUTLER, CLERMONT, HAMILTON & WARREN

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

PLUM0396-001 06/01/2025		

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

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

PLUM0495-002 06/01/2025		

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

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

PLUM0577-002 06/01/2025		

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

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

PLUM0776-002 07/01/2025		

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

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

TEAM0377-003 05/01/2025		

STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE

	Rates	Fringes
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TRUCK DRIVER

GROUP 1.....	\$ 34.26	18.85
GROUP 2.....	\$ 35.26	18.85

TRUCK DRIVER CLASSIFICATIONS

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

GROUP 2 - Tractor-Trailer Combination: Fuel; Pole Trailer;
Ready Mix; Semi-Tractor; & Asphalt Oil Spraybar Man When
Operated From Cab; 5 Axles & Over; Belly Dump; End Dump;
Articulated Dump; Heavy Duty Equipment; Low Boy; & Truck
Mechanic

TEAM0436-002 05/01/2025

CUYAHOGA, GEAUGA & LAKE

Rates Fringes

TRUCK DRIVER

GROUP 1.....	\$ 34.92	19.30
GROUP 2.....	\$ 35.73	19.30

GROUP 1: Straight & Dump, Straight Fuel

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

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

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** Workers in this classification may be entitled to a higher
minimum wage under Executive Order 14026 (\$17.75) or 13658
(\$13.30). Please see the Note at the top of the wage
determination for more information. Please also note that the
minimum wage requirements of Executive Order 14026 are not
currently being enforced as to any contract or subcontract to
which the states of Texas, Louisiana, or Mississippi, including
their agencies, are a party.

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

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

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

Union Rate Identifiers

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

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

classification.

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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U.S. Department of Labor
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Washington, DC 20210.

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END OF GENERAL DECISION"

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

IRON0044-020 06/01/2025		

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 37.77	23.90

LABO0265-019 06/01/2025		

	Rates	Fringes
LABORER Mason Tender - Brick.....	\$ 27.30	18.75

PAIN0123-001 05/01/2024		

	Rates	Fringes
PAINTER (Brush and Roller).....	\$ 28.29	13.75

PAIN0387-002 11/01/2023		

	Rates	Fringes
GLAZIER.....	\$ 31.95	18.20

PLAS0132-018 06/01/2025		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 33.50	16.05

PLAS0132-019 07/01/2025		

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

PLUM0392-004 06/01/2025		

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation, Excludes HVAC Unit Installation).....	\$ 43.30	27.40
PLUMBER (Includes HVAC Unit Installation, Excludes HVAC Pipe Installation).....	\$ 43.30	27.40

ROOF0042-007 08/01/2024		

	Rates	Fringes
ROOFER.....	\$ 33.00	19.42

SFOH0669-009 04/01/2025		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 48.28	28.08

SHEE0024-029 06/01/2023		
	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation Only).....	\$ 34.32	23.77

* UAVG-OH-0021 01/01/2019		
	Rates	Fringes
OPERATOR: Oiler.....	\$ 27.56	16.37

SUOH2012-105 08/29/2014		
	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 22.62	8.76
IRONWORKER, STRUCTURAL.....	\$ 25.24	17.80
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 26.19	8.99
LABORER: Common or General.....	\$ 23.09	7.41
LABORER: Landscape & Irrigation.....	\$ 23.60	0.87
LABORER: Mason Tender - Cement/Concrete.....	\$ 23.87	9.80
LABORER: Pipelayer.....	\$ 23.18	8.95
OPERATOR: Loader.....	\$ 29.66	12.61
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 30.28	13.29
OPERATOR: Roller.....	\$ 29.85	12.00

PAINTER: Spray.....	\$ 22.78	12.40
TILE FINISHER.....	\$ 22.31	10.24
TRUCK DRIVER: Dump (All Types)...	\$ 24.32	11.73

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

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

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

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

Union Average Rate Identifiers

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

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

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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END OF GENERAL DECISION"

**CITY OF SOUTH LEBANON
RIVER CORRIDOR PUBLIC SANITARY SEWER EXPANSION
UNIT PRICES**

REF. ITEM			UNIT OF	APPROX.	UNIT	EXTENDED
NO.	NO.	DESCRIPTION	MEASURE	QTY.	COST	COST
1	201	Clearing and Grubbing, as per plan	1	LS		
2	202	Asphalt Pavement Removed	6838	SY		
3	202	Gravel Drive Removed	224	SY		
4	202	Concrete Walk Removed	172	SF		
5	202	Pipe Removed	1367	LF		
6	202	Pipe on Bridge Removed	297	LF		
7	202	Wood Railing Removed	340	FT		
8	202	Fencing & Post Removed	90	FT		
9	203	Excavation	3500	CY		
10	203	Embankment	5500	CY		
11	613	Control Density Fill	6817	CY		
12	204	Subgrade Compaction	8284	SY		
13	301	Asphalt Concrete Base	157	CY		
14	304	Aggregate Base	2009	CY		
15	407	Trackless Tack Coat	659	GAL		
16	441	Asphalt Concrete Surface Course, Type 1, (448), PG64-22	334	CY		
17	441	Asphalt Concrete Intermediate Course, Type 2, (448)	458	CY		
18	452	Non-Reinforced Concrete Drive, Class QC1P	168	SY		
19	607	8' High Chain Link Fence	744	FT		
20	607	5' Wide, 8' High Chain Link Swing Gate	2	EA		
21	607	Wood Railing	340	FT		
22	607	Fencing & Post	90	FT		
23	608	Concrete Walk	202	SF		
24	611	6" PVC, SDR 26, Sanitary Sewer Lateral	518	LF		
25	611	8" PVC, SDR 26 Sanitary Sewer	379	LF		
26	611	15" PVC, SDR 26 Sanitary Sewer	2140	LF		
27	611	15" Ductile Iron Pipe, Class 56 Sanitary Sewer	77	LF		
28	611	18" PVC, SDR 26 Sanitary Sewer	3648	LF		
29	611	Sanitary Manhole (Warren County)	24	EA		
30	611	Sanitary Inside Drop Manhole (Warren County)	4	EA		
31	611	Sanitary Cleanout and Appurtenances	9	EA		

32	614	Maintaining Traffic	1	LS		
33	623	Construction Layout Stakes and Surveying	1	LS		
34	624	Mobilization	1	LS		
35	638	8" Ductile Iron Pipe, Class 52 Water Main	680	LF		
36	638	1-1/2" Type K Copper Water Service Line	44	LF		
37	638	8" Gate Valve & Box	1	EA		
38	638	6" Fire Hydrant Assembly, Complete	1	EA		
39	638	Meter Pit and Appurtenances	1	EA		
40	638	Connect to Existing Water Main	1	EA		
41	642	Parking Lot Stall Marking, Type 1	158	FT		
42	642	Accessible Parking Symbol Marking, Type 1	1	EA		
43	653	Topsoil Furnished and Placed	6559	CY		
44	659	Seeding and Mulching, Class 1	18623	SY		
45	659	Seeding and Mulching, Class 2	40401	SY		
46	659	Water	319	MGAL		
47	832	Erosion Control	1	LS		
48	SPEC	WWTP Meter Pit and Yard Piping	0	LS		
48	SPEC	8" Ductile Iron Pipe, Class 53 Force Main	41	LF		
49	SPEC	12" Ductile Iron Pipe, Class 53 Force Main	5872	LF		
50	SPEC	Air Release Valve Assembly	9	EA		
51	SPEC	Air Release Valve Assembly (Pipe on Bridge)	2	EA		
52	SPEC	12" Force Main on Bridge	1	LS		
53	SPEC	Vertical Bend Concrete Anchor	2	EA		
54	SPEC	Pump Stations, Valve Vaults, Generator and Appurtenances	1	LS		
55	SPEC	Flow Meter Manhole	1	EA		
56	SPEC	8' High Chain Link Sliding Gate, Controls and Appurtenances	1	EA		
57	SPEC	Control Building Site Demolition	1	LS		
58	SPEC	Control Building (Total of 58A thru 58L)	1	LS		
58A		Concrete Foundations and Slab on Grade	1	LS		
58B		Masonry (CMU, brick, accessories, etc)	1	LS		
58C		Miscellaneous Metals, Lintels	1	LS		
58D		Wood Trusses, sheathing, blocking, plastics & composites	1	LS		
58E		Thermal & Moisture Protection (Insulation, sealants, roofing, AVB)	1	LS		
58F		Doors, windows, storefront systems & hardware	1	LS		
58G		Finishes (GWB, paint, tile, ACT, etc.)	1	LS		
58H		Specialties	1	LS		
58J		Plumbing to 5'-0" outside building footprint (fixtures, piping & accessories)	1	LS		

58K		HVAC (Equipment, ductwork & accessories)	1	LS		
58L		Electrical to 5'-0" outside building footprint (electric gear, lighting, wiring & accessories)	1	LS		
59	SPEC	Aerial Sanitary Sewer Crossing	1	EA		
60	SPEC	Pump Station and Appurtenances Demolition	2	EA		
61	SPEC	Site Lighting (Pump Station Site)	1	EA		
62	SPEC	Pipe Filled with CDF	1590	LF		
63	SPEC	Dewatering	1	LS		

TOTAL COST

\$ _____

1	SPEC	Clearing and Grubbing Allowance, not specified on plan	6.5	AC.		\$
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Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.