



## Specifications and Contract Documents for:

City of Zanesville  
Blandy Waterline Relocation  
Low Pressure System – Phase I

**Prepared for:**

City of Zanesville  
14 Buckeye Drive  
Zanesville, Ohio 43701

**Prepared by:**

Verdantas LLC  
1555 W Main Street  
Newark, Ohio 43055  
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**Verdantas Project No: 20379**

**May 2026**



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# Section 001

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## Introduction

City of Zanesville Water District  
Blandy Waterline Relocation Low Pressure System – Phase 1

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DOCUMENT 001.02

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NOTICE TO CONTRACTORS

Sealed bids for the Blandly Waterline Relocation Low Pressure System – Phase 1 project will be received by the City of Zanesville Water Division at 14 Buckeye Drive, Zanesville, OH 43701 until Thursday, June 4, 2026, at 12:00 PM (noon) local time, and then and there publicly opened and read.

The Blandly Waterline Relocation Low Pressure System – Phase 1 project includes installation of approximately 800 linear feet of 20-inch waterline, along with associated valves, fire hydrants, and service reconnections.

Bid Documents as prepared by Verdantas LLC may be examined free of charge during normal business hours at the following locations:

Verdantas LLC, 1555 W Main Street, Newark, OH 43055, Ph. 740-344-5451

City of Zanesville, 14 Buckeye Drive, Zanesville, Ohio 43701, Ph. 740-452-7111

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

Bids must be in accordance with drawings and specifications and on forms available from **Verdantas LLC** at a non-refundable cost of \$125.00 for hard copies and \$45.00 for electronic files. Documents may be ordered by registering and paying online at <https://bids.verdantas.com>. Please contact [planroom@verdantas.com](mailto:planroom@verdantas.com) or call (440) 530-2351 if you encounter any problems viewing, registering or paying for the documents.

Bidders are required to provide Bid security in the form of a Bid Bond in the amount of 100 percent of the Bid Price or certified check, cashier's check or letter of credit equal to ten percent of the bid amount to guarantee the Bidder's entrance into a contract, if awarded the project.

Each bid must contain the full name of the party or parties submitting the bid and all persons interested therein. Each bidder must submit evidence of its experiences on projects of similar size and complexity, and a complete listing of all subcontractors to be used. Submit your offer on the Bid Form provided within these Bid Documents.

The Project is being funded with monies made available by the CLEAN WATER OR DRINKING WATER STATE REVOLVING FUND and such law contains provisions commonly known as "Use of American Iron and Steel" that requires all of the iron and steel products used in the project to be produced in the United States.

Each Bidder must ensure that all employees and applicants for employment are not discriminated against because of race, color, religion, sex, national origin, handicap, ancestry, or age. This procurement is subject to the EPA policy of encouraging the participation of small business in rural areas (SBRAs).

All contractors and subcontractors involved with the project shall to the extent practicable use Ohio products, materials, services and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of Ohio Administrative Code Chapter 123 is required.

Bidders must comply with the prevailing wage rates on Public Improvements in Muskingum County as determined by the Davis-Bacon Federal Wage Determinations.

Attention of bidders is called to the requirements of the City of Zanesville's income tax [Codified Ordinances of the City of Zanesville, Ohio, Chapter 181].

The Engineer's estimate is as follows: **\$630,300.00**

Your offer will be required to be submitted under a condition of irrevocability for a period of 60 days after submission. In the event that the Owner is unable to obtain an Agreement with the Bidder initially selected, the Owner may award the contract to the next bid, most favorable to the Owner.

The right is reserved by the Owner to reject any or all bids, and to waive any informality in bids received and to accept any bid which is deemed to be the lowest and best bid.

Publish: May 8, 2026  
May 15, 2026

END OF NOTICE TO CONTRACTORS

DOCUMENT 001.04

INSTRUCTIONS TO BIDDERS

1.0 SUMMARY

1.1 DOCUMENT INCLUDES

- A. Invitation
  - 1. Bid Submission
  - 2. Intent
  - 3. Work Identified in the Contract Documents
  - 4. Contract Time
  
- B. Bid Documents and Contract Documents
  - 1. Definitions
  - 2. Contract Documents Identification
  - 3. Availability
  - 4. Examination
  - 5. Inquiries/Addenda
  - 6. Product/Assembly/System Substitutions
  
- C. Site Assessment
  - 1. Site Examination
  - 2. Prebid Conference
  
- D. Qualifications
  - 1. Qualifications
  - 2. Subcontractors/Suppliers/Others
  
- E. Bid Submission
  - 1. Submission Procedure
  - 2. Bid Ineligibility
  
- F. Bid Enclosures/Requirements
  - 1. Security Deposit
  - 2. Performance Assurance
  - 3. Insurance
  - 4. Bid Form Requirements
  - 5. Fees for Changes in the Work
  - 6. Bid Form Signature
  - 7. Additional Bid Information
  - 8. Selection and Award of Alternatives
  
- G. Offer Acceptance/Rejection
  - 1. Duration of Offer
  - 2. Acceptance of Offer

1.2 RELATED DOCUMENTS

- A. Document 001.03 – Notice to Contractors
- B. Document 002.01 - Bid Form
- C. EJCDC General Conditions and Supplemental Conditions

2.0 INVITATION

2.1 BID SUBMISSION

- A. Bids signed and under seal, executed, and dated will be received by City of Zanesville at 14 Buckeye Drive, Zanesville, Ohio 43701 until Thursday, June 4, 2026 at 12:00 PM (noon) local time.
- B. Offers submitted after the above time shall be returned to the bidder unopened.
- C. Offers will be opened publicly immediately after the time for receipt of bids.

2.2 INTENT

- A. The intent of this Bid request is to obtain an offer to perform all work as delineated within the Bid Documents.

2.3 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

- A. Work of this proposed Contract includes construction as outlined within Specifications and the Drawings.
- B. The Work of this proposed Contract is City of Zanesville - Blandly Waterline Relocation Low Pressure System – Phase 1.
- C. The total estimated construction cost for the base bid Work for the Project for which bids are being solicited at this time is **\$630,300.00**

2.4 CONTRACT TIME

- A. The number of calendar days within which the work is to be completed and ready for final payment is defined within the Agreement.

3.0 BID DOCUMENTS AND CONTRACT DOCUMENTS

3.1 DEFINITIONS

- A. Bid Documents: Reference the EJCDC General Conditions for a definition of these documents.
- B. Contract Documents: Reference the EJCDC General Conditions for a definition of these documents.

### 3.2 CONTRACT DOCUMENTS IDENTIFICATION

- A. The Contract Documents are identified as City of Zanesville – Blandly Waterline Relocation Low Pressure System – Phase 1.

### 3.3 AVAILABILITY

- A. See Document 001.03 for information on Bid Document Availability.
- B. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

### 3.4 EXAMINATION

- A. Bid Documents may be viewed as stated within the Advertisement for Bids Document 001.03.
- B. Upon receipt of Bid Documents, verify that documents are complete. Notify Engineer should the documents be incomplete.
- C. Immediately notify the Engineer upon finding discrepancies or omissions in the Bid Documents.

### 3.5 INQUIRIES/ADDENDA

- A. Direct questions to Alan Brown, P.E. at 740-344-5451 or [abrown@verdantas.com](mailto:abrown@verdantas.com).
- B. Addenda may be issued during the bidding period. All Addenda become part of the Contract Documents. Include resultant costs in the Bid Price.
- C. Verbal answers are not binding on any party.
- D. Clarifications requested by Bidders must be in writing not less than 3 days before date set for receipt of Bids. The reply will be in the form of an Addendum, a copy of which will be forwarded to all known recipients.

### 3.6 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS

- A. Substitute Products will be considered if submitted as an attachment to the Bid Form.
- B. The submission shall provide sufficient information to determine acceptability of such products.
- C. Provide complete information on required revisions to other Work to accommodate each substitution, the value of additions to or reductions from the Bid Price, including revisions to other Work.
- D. Provide Products as specified unless substitutions are submitted in this manner and subsequently accepted.
- E. Approval to submit substitutions prior to submission of Bids is not required.

#### 4.0 SITE ASSESSMENT

##### 4.1 SITE EXAMINATION

- A. The Bidder is required to examine the project site before submitting a bid.

##### ~~4.2 PREBID MEETING~~

- ~~A. Non-mandatory pre-bid meeting.~~
- ~~B. All general contract bidders and any subcontractors are invited.~~
- ~~C. Information relevant to the Bid Documents will be recorded in an addendum, if necessary, issued to all known Bid Document holders.~~

#### 5.0 QUALIFICATIONS

##### 5.1 EVIDENCE OF QUALIFICATIONS

- A. To demonstrate qualification for performing the Work of this Contract, bidders may be requested to submit written evidence of previous experience, and license to perform work in Ohio, United States of America.

##### 5.2 SUBCONTRACTORS/SUPPLIERS/OTHERS

- A. The Owner reserves the right to reject a proposed Subcontractor for reasonable cause.
- B. Refer the EJCDC General Conditions.

#### 6.0 BID SUBMISSION

##### 6.1 SUBMISSION PROCEDURE

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- B. Submit one copy of the executed offer on the Bid Forms provided, signed and sealed with the required security in a closed envelope, clearly identified with bidder's name, project name and Owner's name on the outside.
- C. An abstract summary of submitted bids will be made available to all bidders following bid opening.

##### 6.2 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, will at the discretion of the Owner, be declared unacceptable.

- B. Bid Forms, Appendices, and enclosures which are improperly prepared will at the discretion of the Owner, be declared unacceptable.
- C. Failure to provide security deposit, bonding or insurance requirements will at the discretion of the Owner, invalidate the bid.

## 7.0 BID ENCLOSURES/REQUIREMENTS

### 7.1 SECURITY DEPOSIT

- A. Bids shall be accompanied by a security deposit as follows:
  - 1. Bid Bond for the full amount of the bid or provide a certified check, cashier's check or letter of credit equal to ten percent of the Bid Document.
- B. Endorse the Bid Bond in the name of the Owner as obligee, signed and sealed by the principal (Contractor) and surety, or endorse the certified check or cashier's check in the name of the Owner.
- C. The security deposit will be returned after delivery to the Owner of the required Performance and Payment Bond(s) by the accepted Bidder.
- D. Include the cost of bid security in the Bid Price.
- E. After a bid has been accepted, all securities will be returned to the respective Bidders.
- D. If no contract is awarded, all security deposits will be returned.

### 7.2 PERFORMANCE ASSURANCE

- A. Accepted Bidder: Provide a Performance and Payment Bond or Contract Bond as described in EJCDC General Conditions.
- B. Include the cost of performance assurance bonds in the Bid Price.

### 7.3 INSURANCE

- A. Provide an executed "Certificate of Insurance" on the form provided or a standard form provided by the insurance company stating their intention to provide insurance to the bidder in accordance with the insurance requirements of the Contract Documents.

### 7.4 BID FORM REQUIREMENTS

- A. Complete all requested information in the Bid Form and Appendices.
- B. Refer to EJCDC General Conditions Document for inclusion of taxes.

### 7.6 BID FORM SIGNATURE

- A. The Bid Form shall be signed by the bidder, as follows:

1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. [Affix seal.]
2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. [Affix seal to each signature.]
3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid Form in the bid envelope.
4. Joint Venture: Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

#### 7.7 SELECTION AND AWARD OF ALTERNATIVES

- A. Bids will be evaluated on the base bid price. After determination of a successful bidder, consideration will be given to alternatives and bid price adjustments.

#### 8.0 OFFER ACCEPTANCE/REJECTION

##### 8.1 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of 60 days after the bid closing date.

##### 8.2 ACCEPTANCE OF OFFER

- A. The Owner reserves the right to accept or reject any or all offers, including without limitation the rights to reject any or all nonconforming, nonresponsive, unbalanced, or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder. 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 the favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.
- B. Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial

ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

- C. If the Contract is to be awarded, it will be awarded to the lowest Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.
- D. After acceptance by the Owner, a Notice to Proceed will be issued to the Successful Bidder.

END OF INSTRUCTIONS TO BIDDERS

# BID FORMS

The bid forms are not available online. The bid forms are available only by purchasing a set of plans and specifications at the location indicated in the Advertisement for Bids/Public Notice to Contractors.

# Section 002.06

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## WSRLA Forms

**AMERICAN IRON AND STEEL ACKNOWLEDGEMENT**

The Contractor acknowledges to and for the benefit of the City of \_\_\_\_\_ (“Purchaser”) and the State of Ohio (the “State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel;” that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Authorized Signatory, Please Print or Type

\_\_\_\_\_  
Bidder’s Firm

Check here if the WPCLF or WSRLA applicant will be requesting an individual waiver for non-American made iron and steel products. Please note that the waiver box does not need to be marked for nationwide waivers.

## Contractor Equal Employment Opportunity Certification

During the performance of this contract, the undersigned agrees as follows:

1. The undersigned will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The undersigned will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The undersigned agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this equal opportunity (federally assisted construction) clause.
2. The undersigned will, in all solicitations or advertisements for employees placed by or on behalf of the undersigned, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The undersigned will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the undersigned's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The undersigned will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The undersigned will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the undersigned's non-compliance with the equal opportunity (federally assisted construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the undersigned may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as provided by law.
7. The undersigned will include this equal opportunity (federally assisted construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No 11246 of September 24, 1965, so that such provision will be binding upon each subcontract or vendor. The undersigned will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor, as a result of such direction by the administering agency the undersigned may request the United States to enter into such litigation to protect the interest of the United States.

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(Signature)

(Date)

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(Name and Title of Signer, Please type)

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(Firm Name)

### **Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification;
- (d) Have not within a three year period preceding this application / proposal had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- (e) Will not utilize a subcontractor or supplier who is unable to certify (a) through (d) above.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

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Type Name & Title of Authorized Representative

---

Signature of Authorized Representative

---

Date

I am unable to certify to the above statements. My explanation is attached.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters**  
**INSTRUCTIONS**

Under Executive Order 12549 an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program or a subagreement thereunder for \$25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or subagreement participant thereunder must complete the attached certification provide an explanation why they cannot. For further details, see the regulation 40 CFR 32.510, Participants' responsibilities.

Go to <https://sam.gov/content/exclusions> to search for excluded parties. The record includes information regarding entities debarred, suspended, proposed for debarment, excluded or disqualified under the nonprocurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits. This information may include names, addresses, DUNS numbers, Social Security Numbers, Employer Identification Numbers or other Taxpayer Identification Numbers, if available and deemed appropriate and permissible to publish by the agency taking the action.

**Where To Submit**

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification or explanation with its application to Ohio EPA.

A prospective prime contractor must submit a complete certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a complete certification or explanation to the prime contractor for the project.

Applicants may reproduce these materials as needed and provide them to their prospective prime contractor, who, in turn, may reproduce and provide them to prospective subcontractors.

Additional copies / assistance may be requested from:

Ohio EPA  
Division of Environmental and Financial Assistance  
P.O. Box 1049  
Columbus, Ohio 43216-1049  
(614) 644-2798  
[www.epa.ohio.gov/defa/](http://www.epa.ohio.gov/defa/)

## Disadvantaged Business Enterprises (DBE) Utilization

(Required Contract Provision)

USEPA has a program to encourage the participation of disadvantaged businesses in the construction activities funded by the Clean Water and Drinking Water SRF's. "DBE" is an all-inclusive term that includes Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Small Business Enterprises (SBE), Small Business in Rural Areas (SBRA), HUBZone Small Business, Labor Surplus Area Firms (LSAF), and other entities defined as socially and/or economically disadvantaged. While the WPCLF and WSRLA strongly encourage participation by all disadvantaged groups, specific participation goals are negotiated with USEPA only for Minority Business Enterprises and Women's Business Enterprises.

### Goals

As a condition of receiving capitalization grants from U.S. EPA for the Water Pollution Control Loan Fund (WPCLF) and the Water Supply Revolving Loan Account (WSRLA), the Ohio EPA negotiates "fair share" Disadvantaged Business Enterprises (DBE) objectives with U.S. EPA. **The current negotiated goal for construction related activities is 5.4% (the total goal is based on 3.1% of MBEs and 2.3% of WBEs participation).** Recently, the USEPA issued a class exemption on some Disadvantaged Business Enterprise (DBE) requirements:

<https://www.epa.gov/grants/rain-2025-g02>. While the exemption removes reporting and recordkeeping requirements it does not eliminate the good faith effort (GFE) requirement. As noted in this exemption, "Nothing in this class exception and waiver affects EPA's statutory obligations or agency and recipient obligations under [2 CFR Part 200](#), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including the considerations ("GFE") listed in [2 CFR 200.321](#) when procuring goods and services under the EPA award." Based on the language of the exemption, the current DBE goal for Ohio EPA State Revolving Funds (SRFs) are still in place and a GFE is mandatory for all loan recipients that do not meet the DBE goal.

### DBE Certification

Under the DBE program, qualified DBE's are those that have been certified as an MBE or WBE. Certifications can be obtained from a federal agency such as the Small Business Administration or the Department of Transportation or by an approved State agency. The Unified Certification Program (UCP) administered by the Ohio Department of Transportation (ODOT) can provide the necessary DBE certifications. Information on the UCP can be found at [www.ohioucp.org](http://www.ohioucp.org) as well as the ODOT website <https://www.transportation.ohio.gov/programs/business-economic-opportunity/dbe>. The Department of Development operates the Encouraging Diversity Growth and Equity Program (EDGE), the other state approved DBE certification program. Information on EDGE can be found at <https://development.ohio.gov/business/minority-business/business-certifications/encouraging-diversity-growth-and-equity-program>.

On September 30, 2025, USDOT issued an interim final ruling in regard to the DBE program. Changes to the DBE guidelines have affected the ODOT certification program, but it does not affect the requirement for SRFs to meet the GFE for DBE participation.

All previously certified DBEs through the ODOT DBE program are no longer effective and all DBEs will need to resubmit for certification that follows the new guidelines. DAS EDGE is unaffected by this change and can be used as part of the SRF requirements towards meeting the DBE goals of 5.4% of each loan. Because the ODOT

program currently does not include any certified DBEs, Ohio EPA will accept any certified DBEs through non-

approved certification programs that follow the ODOT program 51% ownership requirement as part of a GFE to meet the DBE goals.

## **DBE Qualifications**

To qualify for MBE certification, businesses must be 51 percent owned and controlled by a U.S. citizen and Ohio resident belonging to an African American, Native American, Hispanic, or Asian American ethnic group. In addition, the business must be in operation for at least one year prior to submitting an application. For DBE status, a business must be at least 51 percent owned by a socially and economically disadvantaged person who participates in the daily operations of the business. This person must be a woman or of African-American, Hispanic, Native American, Asian American ethnicity.

## **Program Requirements**

**To comply with DBE program requirements the WPCLF/WSRLA loan recipient must do the following:**

1. Create and maintain a bidder's list (see description below)
2. Include contract conditions applicable to the DBE program in all procurement contracts entered into by the Borrower for all WPCLF and WSRLA projects. These conditions are listed below.
3. Follow, document, and maintain documentation of good faith efforts on the part of prime contractors to ensure that Disadvantaged Business Enterprises (DBEs) have the opportunity to participate in the project.
4. Review the Form 6100-3 and 6100-4 submittals provided by bidders on the project for completeness and obtain any additional information necessary to verify the certification status of all proposed subcontractors.
5. Obtain documentation of the good faith efforts of the prime contractor if the prime contractor does not meet the MBE or WBE goal.
6. Obtain a written confirmation from any prime contractor states that they will not meet the MBE and WBE goals because they will not be entering into any agreements for goods or services with any company, firm, joint venture, or individual.
7. Submit the following to the Ohio EPA/DEFA as part of the bid package upon which the WPCLF/WSRLA loan amount is determined:
  - Form 6100-3 from each subcontractor
  - Form 6100-4 from each prime contractor
  - A copy of the Good Faith Efforts documentation from any prime contractors that will not meet the MBE and WBE goals,
  - If any of the prime contractors will not meet the MBE and WBE goals because they will not be entering into any agreements for goods or services with any company, firm, joint venture, or individual, a copy of the written confirmation from that prime contractor

**NOTE:** It is up to the WPCLF/WSRLA loan recipient whether or not to require completion and submission of Forms 6100-3 and 6100-4 from all bidders with the bid proposal or to accept completion and submission from the successful bidder(s) only at some time after bids are received. Regardless of whether the forms are completed and submitted with the bids or at some later time once the successful bidders are identified, completed forms are to be submitted to Ohio EPA with bid package.

**To comply with DBE program requirements all prime contractors must do the following:**

1. Follow, document, and maintain documentation of their good faith efforts.
2. Complete and submit **Form 6100-4 DBE Subcontractor Utilization Summary** as part of the bid proposal package to the loan recipient.
3. Have its Disadvantaged Business Enterprise subcontractors complete **Form 6100-3 DBE Subcontractor Proposed Performance Form** and submit those as part of the bid proposal package to the loan recipient.
4. Provide **Form 6100-2 DBE Subcontractor Actual Participation Form** to all of its Disadvantaged Business Enterprise subcontractors for completion at the end of the work.

**Bidders List**

The Borrower must create, maintain, and use a bidders list for purposes of soliciting both MBE/WBEs and non-MBE/WBEs during procurement of construction, equipment, supplies, and services. This list shall include:

1. Entity's name with point of contact;
2. Entity's mailing address, telephone number, and e-mail address;
3. The procurement on which the entity bid or quoted, and when; and
4. Entity's status as an MBE/WBE or non-MBE/WBE.

Borrowers that receive less than \$250,000 or less in any one fiscal year can be exempt from maintaining a Bidders List.

The Bidders List shall be maintained until the project period has expired and the Borrower is no longer receiving EPA funding. The Bidders List must include all firms that bid on the prime contracts, or bid or gave a quote on subcontracts, including both MBE/WBEs and non-MBE/WBEs.

**Required Contract Conditions**

The DBE Specification language and instructions to the bidders and Forms 6100-2, 6100-3 and 6100-4 must be included in the contract documents and referenced in the Instructions to Bidders, informing bidders that the forms must be completed and submitted with their bid for all WPCLF and WSRLA projects:

1. The prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the owner.
2. The prime contractor must notify the owner in writing prior to the termination of any Disadvantage Business Enterprise subcontractor for convenience by the prime contractor.
3. If a Disadvantage Business Enterprise contractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six Good Faith Efforts (listed below) if soliciting a replacement contractor.
4. The prime contractor must employ the six Good Faith Efforts even if the prime contractor has achieved its fair share objectives.
5. An owner must ensure that each procurement contract it awards contains the following terms and conditions:

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

## Good Faith Efforts

Borrowers and their prime contractors must follow, document, and maintain documentation of their good faith efforts as listed below to ensure that Disadvantaged Business Enterprises (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could be subcontracted with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in numbers 1 through 5 above.

## DBE Forms

Form 6100-3 – Each prime contractor must have its DBE subcontractors complete **Form 6100-3 DBE Subcontractor Proposed Performance Form**. This form gives the DBE subcontractor the opportunity to report the scope and cost of the subcontract and it should be forwarded to the Prime Contractor along with the DBE's quote. Each subcontractor completes one Form 6100-3. The Borrower must submit all Form 6100-3 forms to the Ohio EPA/DEFA as part of the bid package upon which the WPCLF/WSRLA loan amount is determined.

Form 6100-4 – Each prime contractor must complete and submit **Form 6100-4 DBE Subcontractor Utilization Summary** as part of the prime contractor's bid proposal package to the Borrower. This form summarizes the Prime Contractor's intended use of identified DBE(s) and the estimated dollar amount of each subcontract. Only one Form 6100-4 form is required from each Prime Contractor. The Borrower must submit this form to the Ohio EPA/DEFA as part of the bid package upon which the WPCLF/WSRLA loan amount is determined.

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Performance Form**

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services , Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: <input type="radio"/> ODOT <input type="radio"/> DAS/EDGE <input type="radio"/> Other: _____		Meets/ exceeds EPA certification standards? <input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> Unknown

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 I.

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

<b>Subcontractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractors<sup>2</sup> and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	___YES	___NO	
If yes, please complete the table below. If no, please explain:			
<b>Subcontractor Name/ Company Name</b>	<b>Company Address/ Phone/ Email</b>	<b>Est. Dollar Amt.</b>	<b>Currently DBE Certified?</b>
	Continue on back if needed		

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 I.

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Participation Form**

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE<sup>1</sup> subcontractor<sup>2</sup> the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies	Amount Received by Prime Contractor

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



### **c. Instructions:**

1A. Specify Federal fiscal year this report covers. The Federal fiscal year runs from October 1st through September 30th (**e.g. November 29, 2020 falls within Federal fiscal year 2021**)

1B. Specify report type. Check the annual reporting box if this is an annual report. If it is a final report, check the final report box to indicate if the project is completed.

1C. Indicate if this is a revision to a previous year and provide a brief description of the revision you are making including what reporting period is being revised. The revised report will replace the associated original report in its entirety.

2A. Provide your organization's Unique Entity Identifier. More information about Unique Entity Identifier, including its meaning, can be found in 2 CFR Part 25.

2B. Identify the name and contact information for the person located within the recipient organization that can be contacted if questions arise from this report.

3. Provide the Federal Award Identification Number (FAIN) assigned by EPA. A separate report must be submitted for each Assistance Agreement.

**\*For SRF recipients:** In box 3 list numbers for ALL OPEN Assistance Agreements being reported on this form.

4A. Self-explanatory. **Note:** Procurement means expenditures under the supplies, equipment, construction, services or "other" categories, and include funds expended for procurement under sub-awards or loans.

4B. Provide the total dollar amount (in dollars) of **ALL** procurements awarded this reporting period by construction, non-construction, and grand total by the recipient, sub-recipients, and SRF loan recipients, **including** MBE/WBE expenditures, not just the portion which exceeds the threshold. For example: Actual dollars for procurement from the procuring office; actual contracts let from the contracts office; actual goods, services, supplies, etc., from other sources including the central purchasing/ procurement centers).

Provide the total dollar amount (in dollars) of MBE/WBE procurements **ONLY** awarded this reporting period by construction, non-construction, and grand total by the recipient, sub-recipients, SRF loan recipients, and prime contractors not just the portion which exceeds the threshold.

**\*For SRF recipients only:** In 4B, please enter the total annual procurement amount under all of your SRF Assistance Agreements. The figure reported in this section is **not** directly tied to an individual Assistance Agreement identification number. **(SRF state recipients report state procurements in this section)**

5A. Self-explanatory.

5B. If procurements were made during this reporting period, but no procurements with MBE(s) or WBE(s) are being reported, then select the reason why. If "Other" is chosen, please fill in with the reason.

6. Self-explanatory.

7. Self-explanatory.

**\*\*This data is requested to comply with provisions mandated by: statute or regulations (40 CFR Part 33 and/or 2 CFR Parts 200 and 1500); OMB Circulars; or added by EPA to ensure sound and effective assistance management. Accurate, complete data are required to obtain funding, while no pledge of confidentiality is provided.**

## **Davis-Bacon Wage Rate Requirements**

(required contract provision)

### **Background and Applicability**

On October 30, 2009, P.L. 111-88, "Making appropriations for the Department of the Interior, environment, and related agencies for the fiscal year ending September 30, 2010, and for other purposes," was enacted. This law provides appropriations for both the Clean Water State Revolving Fund (CWSRF) and the Drinking Water State Revolving Fund (DWSRF) for Fiscal Year 2010, while adding new requirements to these already existing programs. One new requirement requires the application of Davis-Bacon Act requirements.

Application of the Davis-Bacon Act requirements extend not only to assistance agreements funded with Fiscal Year 2010 appropriations, but to all assistance agreements executed on or after October 30, 2009, whether the source of the funding is prior year's appropriations, state match, bond proceeds, interest earnings, principal repayments, or any other source of funding so long as the project is financed by an SRF assistance agreement. If a project began construction prior to October 30, 2009, but is financed or refinanced through an assistance agreement executed on or after October 30, 2009, Davis-Bacon Act requirements will apply to all construction that occurs on or after October 30, 2009, through completion of construction.

### **Ohio EPA Responsibilities**

With respect to the Water Pollution Control Loan Fund (WPCLF) and Water Supply Revolving Loan Account (WSRLA) revolving funds, EPA provides capitalization grants to each State which in turn provides funding assistance to eligible recipients within the State. Typically, the assistance recipients are municipal or other local governmental entities that manage the funds. Occasionally, the assistance recipients may be a private for profit or not for profit entity. Although EPA and the State are responsible for ensuring assistance recipients incorporate the wage rate requirements set forth herein as part of contracts for WPCLF and WSRLA funding, the assistance recipient has the primary responsibility to maintain payroll records and for compliance with Davis-Bacon Act requirements as described below.

### **Municipal Or Other Local Governmental Entities Recipient's Responsibilities**

The following is intended to help assistance recipients understand and meet their obligations related to Davis-Bacon (DB). Each assistance recipients should, however, review the contract/subcontract requirements that are set forth later in this document for a more full understanding of DB obligations.

#### **Prior to advertising for bids:**

- > Obtain the wage determination for the locality in which a covered activity subject to DB will take place from the Department of Labor (DOL) at [www.wdol.gov](http://www.wdol.gov).
- > Incorporate these wage determinations into the request for bids.
- > Include the required contract provisions (see below) into the contract documents.
- > Require prime contracts to include provisions that subcontractors follow the wage determination incorporated into the prime contract.

### **During the advertisement period:**

- > Monitor [www.wdol.gov](http://www.wdol.gov) on a weekly basis to ensure that the wage determination contained in the request for bids remains current.
- > If DOL modifies the DB wage determination more than 10 days prior to the bid opening, issue an addendum reflecting the modification.
- > If DOL modifies or supersedes the DB wage determination less than 10 days prior to bid opening and you cannot issue an addendum for the change, you must request a finding from Ohio EPA that there is not reasonable time to notify interested contractors of the modification of the wage determination. The Ohio EPA will give you a report of its findings.

### **After opening bids:**

- > If the contract(s) aren't awarded within 90 days of the bid opening you must monitor [www.wdol.gov](http://www.wdol.gov) on a weekly basis to ensure that wage determinations used in the bids remain current.
- > If the contract(s) aren't awarded within 90 days of the bid opening, any modifications or supersedes that DOL makes to the wage determination must be incorporated into the contract unless (1) you request an extension from Ohio EPA AND (2) Ohio EPA obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv).

### **After contracts are signed and during construction:**

- > Review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
- > DOL may issue a revised wage determination applicable to one or all of your contracts after the award of the contract or execution of the change order which incorporated DB requirements into the contract if DOL determines that you have failed to incorporate a wage determination or have used a wage determination that clearly does not apply to the contract. If this occurs, you shall either terminate the contract or change order and rebid the contract OR incorporate DOL's wage determination retroactive to the beginning of the contract by change order. The contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.
- > Periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. You must use Standard Form 1445 or equivalent documentation to memorialize the interviews.
- > Establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, you must:
  - conduct all interviews in confidence.
  - conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract.
  - conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB.
  - immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements.
- > Periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. You must:
  - establish and follow a spot check schedule based on your assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract.
  - spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract at a minimum.
  - conduct more frequent spot checks if the initial spot check or other information indicates that there

is a risk that the contractor or subcontractor is not complying with DB.

- during the examinations, verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

> Periodically review contractors' and subcontractors' use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the DOL or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews.

> Immediately report potential violations of the DB prevailing wage requirements to Andrew Lausted at EPA Region V at 312-886-0189 and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/esa/contacts/whd/america2.htm>.

**If contracts have already been signed and DB requirements need to be incorporated:**

> If contracts have already been signed prior to WPCLF/WSRLA funding being provided, you must issue a change order, task order, work assignment or similar legally binding instrument and incorporate the appropriate DOL wage determination from [www.wdol.gov](http://www.wdol.gov) as well as the required contract provisions into the contract(s).

> Initiate the contractor and subcontractor review and wage interview requirements as described above and provided in the **Contract And Subcontract Provisions**.

**Private For Profit Or Not For Profit (Non-Governmental) Entities  
Recipient's Responsibilities**

The requirements, responsibilities and contract provisions for Private For Profit or Not For Profit Entities (Non-Governmental Entities) is exactly the same as for Municipal Or Other Local Governmental Entities EXCEPT for the following:

**Prior to advertising for bids:**

> Obtain the proposed wage determinations for specific localities from [www.wdol.gov](http://www.wdol.gov).

> Submit the wage determination to Ohio EPA for approval prior to inserting the wage determination into the solicitation unless subsequently directed otherwise by Ohio EPA.

**Contract And Subcontract Provisions For Contracts In Excess Of \$2,000**

The following language must be included in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part with WPCLF or WSRLA funds and which is subject to the labor standards provisions of any of the acts listed in §5.1:

**NOTE: Modify the first sentence to include the name of the WPCLF/WSRLA funding recipient prior to including these provisions in the contract documents.**

**Wage Rate Requirements**

As used in these provisions "subrecipient" means \_\_\_\_\_ (fill in WPCLF/WSRLA funding recipient name here).

*(a) The following applies to any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public*

*work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1.*

*(1) Minimum wages.*

*(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3) ), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.*

*Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.*

*Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, [www.wdol.gov](http://www.wdol.gov).*

*(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The EPA award official shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:*

*(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and*

*(2) The classification is utilized in the area by the construction industry; and*

*(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.*

*(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the subrecipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department*

*of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.*

*(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.*

*(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.*

*(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.*

*(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.*

*(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.*

*(3) Payrolls and basic records.*

*(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the*

plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the subgrant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

*(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.*

*(4) Apprentices and trainees --*

*(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.*

*(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe*

*benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.*

*(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.*

*(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.*

*(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.*

*(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.*

*(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.*

*(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.*

*(10) Certification of eligibility.*

*(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).*

*(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).*

*(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.*

**Contract Provision For Contracts In Excess Of \$100,000 And Subject To The Overtime Provisions Of The Contract Work Hours And Safety Standards Act**

The following language must be included in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These provisions are to be included in addition to the provisions for contracts in excess of \$2,000. As used in these paragraphs, the terms laborers and mechanics include watchmen and guards.

*(b) Contract Work Hours and Safety Standards Act. The following applies to any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. As used in these paragraphs, the terms laborers and mechanics include watchmen and guards.*

*(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.*

*(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.*

*(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.*

*(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.*

**Contract Provision For Contracts In Excess Of \$100,000 Subject ONLY To The Contract Work Hours And Safety Standards Act**

In addition to the provisions for contracts in excess of \$2,000, for any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, you must insert clauses requiring:

*(c) The following applies to any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1.*

*The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.*

*The records shall be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Ohio EPA, EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.*

**Violating Facilities Clause**  
(Required Contract Provision)

Language prohibiting this use of equipment or services from anyone on the EPA List of Violating Facilities must be included in the contract documents.

**Violating Facilities:**

The Contractor agrees to comply with all applicable standards, orders or requirements under Section 306 of the Clean Air Act, 42 USC 1857 (h), Section 508 of the Clean Water Act, 33 USC 1368, Executive Order 11738, and EPA regulations, 40 CFR Part 32, which prohibits the use under non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

## **Requirement For Utilization Of Small Businesses In Rural Areas (SBRA)**

(Required Contract Provision)

The following policy should be added to the “Instructions to Bidders” section and referenced in the Table of Contents for the contract documents:

This procurement is subject to the EPA policy of encouraging the participation of small businesses in rural areas. It is EPA policy that recipients of EPA financial assistance awards utilize the services of small businesses in rural areas (SBRAs), to the maximum extent practicable. The objective is to assure that such small business entities are afforded the maximum practicable opportunity to participate as subcontractors, suppliers and otherwise in EPA-awarded financial assistance programs. This policy applies to all contracts and subcontracts for supplies, construction, and services under EPA grants or cooperative agreements. Small purchases are also subject to this policy.

If possible, also add the following language to the “Advertisement for Bids”:

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

**Insurance Provisions**  
(Required Contract Provision)

Section 3.5 of the WPCLF/WSRLA Loan Agreement contains specific requirements regarding insurance for all contractors and all subcontractors for the life of the contract. These insurance requirements must be reflected in the contract documents. Adjust the following language as needed to meet the specifics of the construction project and local requirements while still meeting the provisions of the Loan Agreement.

The Contractor shall, at his expense, furnish and maintain insurance in the form and amounts specified in subparagraphs 1 through 7 inclusive, of this section. Policies shall be with acceptable insurance companies authorized to do business in the State of Ohio.

The Contractor shall not commence Work nor shall he permit any of his Sub-contractors to commence Work until the insurance policies specified hereinafter, or otherwise required, have been submitted to, and approved by the Owner. Such insurance policies shall be kept in force until the Contractor receives final payment.

Insurance shall be endorsed so that it cannot be changed or canceled in less than ten (10) days after receipt by the Contractor and the Owner of written notice of such proposed action from the Insurer.

The insurance specified in Subparagraphs 1, 2, 3 and 4 shall be written under the comprehensive general form of liability insurance contracts.

The Contractor shall furnish three (3) certificates or, whenever specifically requested by the Owner, three (3) certified copies of the insurance policies themselves and a receipt evidencing full payment of the premiums.

In addition to the insurance described hereinafter, the Contractor shall secure and maintain such other insurance as may be designated elsewhere in the Contract document.

If the Contractor is required to repair or perform Work after the completion of the Work involved under this Contract or obtain new policies in accordance with the requirements in this section.

1. *Builders Risk*: In addition to such fire and other physical damage insurance as the Contractor elects to carry for his own protection, he shall also secure and maintain in the name of the Owner, the government agency sponsoring the Project, Subcontractors, the Consulting Engineer and any other parties having an interest in the Project, as named insured as their interest may appear; a builders' risk policy for fire, extended coverage, vandalism and malicious mischief in the amount of one hundred (100) percent of the value of the complete parts of the Project and Materials in storage, except that such coverage shall not be required in connection with sewer, water main or paving construction. Pump or lift station construction shall not be considered sewer or water main construction for purposes of this paragraph.

2. *Workers Compensation*: The Contractor shall provide Workers Compensation Insurance for all employees engaged in Work who may come within the protection of the workers compensation law, and, where applicable, employer's General Liability Insurances for employees not so protected and shall require all Subcontractors to provide corresponding insurance.

The Contractor shall indemnify the Owner and the Consulting Engineer against any and all liabilities, cost and expenses due to accidents or other occurrences covered by the workers compensation law.

3. *Contractor's Motor Vehicle Bodily Injury and Property Damage Liability Insurance*: Insurance to cover liability arising from the use and operation of motor vehicles in connection with the performance of the Contract (as customarily defined in liability insurance policies), whether they be owned, hired or non-owned by the Contractor, as follows:

- a. Bodily Injury Liability: \$500,000 for each person; limit of \$1,000,000 for each occurrence.
- b. Property Damage Liability: \$500,000 for each occurrence.

4. *Contractor's Public Liability and Property Damage Liability Insurance*: Contractor's Public Liability Insurance providing a limit of not less than \$500,000 for all damages arising out of bodily injuries, including accidental death to one person, and a total limit of \$1,000,000 for all damages arising out of bodily injuries, including accidental death, to two or more persons in any one occurrence. Contractor's Property Damage Liability Insurance providing for a limit on not less than \$500,000 for all damages to or destruction of property.

Coverage under this policy shall include, to the limits indicated above, the collapse or damage to any structure, building or its contents, public or private utility, or pavement during construction and for two (2) years thereafter.

Whenever Work under the Contract is to be done in the vicinity of existing underground utilities or structures, coverage under the policy shall also include, to the limits indicated, all damages to said underground utilities or structures during construction and for a period of two (2) years thereafter. Whenever Work under the Contract is to be done by blasting, coverage under the policy shall also include, to the limits indicated above, all damages of any kind whatsoever caused by blasting.

5. *Contractor's Protective Public Liability and Property Damage Liability Insurance*: Contractor's Protective Public Liability and Property Damage Liability Insurance for operations performed by Subcontractors providing for coverage and limits corresponding to those described in subparagraph 4.

6. *Owner's Protective Public Liability and Property Damage Liability Insurance*: Regular Owner's Protective Public Liability and Property Damage Liability Insurance for operations performed by the Contractor or any Sub-contractor providing for coverage and limits corresponding to those described in subparagraph 4.

This policy shall be written in the name of the Owner as a separate policy from those specified elsewhere herein.

7. *Railroad Protective Liability Insurance*: In any of the Work under this Contract is on railroad R/W, the Contractor shall at its sole cost and expense, procure and provide, for and in behalf of each railroad company. Protective Liability Insurance (AARAASHO form) with minimum limits per occurrence of not less than \$2,000,000 for bodily injury, death and/or property damage, subject to an aggregate limit of \$6,000,000 per annum. The policy shall name each railroad company as the insured and be issued to the Contractor. Each railroad company shall be provided with a copy of each policy of insurance prior to commencement of any work.

## **Materials Testing**

(Required Contract Provision)

In addition to the details included with specific equipment testing in the specifications, include an overall statement regarding testing for the project. Adjust the following language as needed to meet the specifics of the construction project

### **Testing Services**

1. Contractor shall appoint, employ, and pay for specified services of an independent firm to perform testing.
2. The independent firm will perform tests and other services specified in individual specification sections and as required by the Architect/Engineer.
3. Testing and source quality control may occur on or off the project site. Perform offsite testing as required by the Architect/Engineer or the Owner.
4. Reports will be submitted by the independent firm to the Architect/Engineer and Contractor, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
5. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
  - a. Notify Architect/Engineer and independent firm 24 hours prior to expected time for operations requiring services.
  - b. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
6. Testing does not relieve Contractor to perform Work to contract requirements.
7. Re-testing required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Architect/Engineer. Payment for re-testing will be charged to the Contractor by deducting testing charges from the Contract Sum/Price.

## **Continuous Treatment Provisions**

(Required Contract Provision)

It is important that construction activities not result in any temporary violations of NPDES permit requirements (for permitted facilities) and construction activities should interrupt wastewater service to the individual resident as little as possible. For drinking water projects, it is important that construction activities not result in any disruption of service. Any disruption of service must be immediately reported to the Ohio EPA, Drinking Water Section of the appropriate district office.

The following example language is a sample of what might be appropriate for construction work occurring at an existing drinking water treatment plant. The language actually incorporated into the contract documents must be adjusted to meet the specifics of the construction project.

### **Continuous Treatment (drinking water projects)**

The Contractor will be responsible for obtaining approval from Ohio EPA for use of temporary pumping facilities, piping and other items in order to complete the project without any plant bypassing. Continuous treatment must be provided at the same level during construction as existed prior to construction.

Unless otherwise previously or subsequently specified, the Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of his Contract.

The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work required to complete their Contract.

## Prohibition on Telecommunications and Video Surveillance

### § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
  - (1) Procure or obtain;
  - (2) Extend or renew a contract to procure or obtain; or
  - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115–232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
    - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
    - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (b) In implementing the prohibition under [Public Law 115–232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- (c) See [Public Law 115–232](#), section 889 for additional information.
- (d) See also [§ 200.471](#).

#### Resources:

[2 CRF 200.216](#)

FAQ's: [Sec. 889 of 2019 NDAA FAQ\\_20201124.pdf \(performance.gov\)](#)

[Public Law 115-232, Section 889](#)

[§ 200.471](#)

# Section 003

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## Agreement

City of Zanesville Water Division  
Blandy Waterline Relocation Low Pressure System – Phase 1

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DOCUMENT 003.01

AGREEMENT

THIS AGREEMENT is dated as of the \_\_\_\_ day of \_\_\_\_\_ in the year 2026 by and between City of Zanesville (hereinafter called OWNER) and \_\_\_\_\_ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**ARTICLE 1: WORK**

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents. The work is generally described as follows:

The Blandly Waterline Relocation Low Pressure System – Phase 1 project includes installation of approximately 800 linear feet of 20-inch waterline, along with associated valves, fire hydrants, and service reconnections.

**ARTICLE 2: ARCHITECT/ENGINEER**

For this agreement, the ARCHITECT/ENGINEER are designated as:

Engineer: Verdantas LLC  
1555 W Main Street, Newark, OH 43055

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the work in accordance with the Contract Documents.

**ARTICLE 3: CONTRACT TIME**

**3.1** The work will be substantially complete within 120 calendar days after the date when the Contract Time commences to run, and will be complete and ready for final payment within 210 calendar days after the date when the Contract Time commences to run as provided in the Notice to Proceed and in paragraph 14.07 of the General Conditions, as delineated within the Notice to Proceed.

**3.2 LIQUIDATION DAMAGES.** OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense, and difficulties involved in proving 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 a liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER the sum of \$1,000.00 for each calendar day that expires after the time specified in paragraph 3.1 for substantial completion and the sum of \$1,000.00 for each calendar day that expires after the time for the work to be complete and ready for final payment as specified in paragraph 3.1, or any proper extension thereof granted by OWNER for completion and readiness for final payment. In the event of failure to substantially complete the work and failure to complete the work ready for final payment within the times specified, the maximum liquidated damages to be assessed shall be \$1,000.00 for each calendar day as provided in the Agreement; upon substantial completion of the work the liquidated damages to be assessed will not be reduced until the work is complete and ready for final payment.

**ARTICLE 4: CONTRACT PRICE**

**4.1** OWNER shall pay CONTRACTOR for completion of the work in accordance with the Contract Documents in current funds of \$ \_\_\_\_\_, in accordance with the Bid Schedule as awarded by the OWNER as included herein, subject to additions and deductions by Change Order and quantities actually performed.

**ARTICLE 5: PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

**5.1 PROGRESS PAYMENT.** OWNER shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by ENGINEER monthly during construction as provided in the General Conditions. All progress payments will be on the basis of the progress of the work measured by the schedule of values established in paragraph 2.07 of the General Conditions (and in the case of Unit Price work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

**5.2 RETAINAGE.** Retainage applicable to the Contract by Ohio Revised Code Sections 153.12, .13, and .14 will be withheld, at the rate of 4% of the contract price for labor completed and the rate of 8% of stored materials. The Contractor agrees that the financial institution selected by the Owner for deposit of retained funds (if deposited) is acceptable to the Contractor and will sign any documents requested related to said account.

**5.3 FINAL PAYMENT.** Upon final completion and acceptance of the work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07.

## **ARTICLE 6: INTEREST**

All monies not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate provided by law at the place of the project.

## **ARTICLE 7: CONTRACTOR'S REPRESENTATION**

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1** CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the Bidding Documents including “technical data.”
- 7.2** CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, or furnishing of the work.
- 7.3** CONTRACTOR is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work.
- 7.4** CONTRACTOR has carefully studied all reports of exploration and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.02 of the Supplemental Conditions of the extent of the “technical data” contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.02 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purpose.

CONTRACTOR acknowledges that OWNER and ARCHITECT/ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performance and furnishing of the work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- 7.5 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.
- 7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- 7.7 CONTRACTOR has given ARCHITECT/ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution.

**ARTICLE 8: CONTRACT DOCUMENTS**

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the work consists of the following:

- 8.1 This Agreement.
- 8.2 Exhibits to this Agreement.
- 8.3 Bidding Requirements including Advertisement/Invitation, Bids and Instructions to BIDDERS, Information Available to Bidders and all Supplements to Bid Forms. Contract Forms including Affidavit of Contractor or Supplier for Non-Delinquent of Personal Property Taxes, Agreement, Approval and Certification of Legal and Fiscal Officers, Bonds, Notice of Award, Notice to Proceed, Certificate of Insurance, Notice of Furnishing, Notice of Commencement, Change Order, Field Order, Certificate of Substantial Completion, Contractor’s Estimate, Affidavit, General Conditions, and Supplementary General Conditions.
- 8.4 Specifications and Supplemental Specifications prepared or issued by Verdantas LLC, dated October 2025.
- 8.5 Drawings prepared or issued by Verdantas LLC, dated 8/26/2025.
- 8.6 **ADDENDA:**  
No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_  
No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_  
No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_
- 8.7 Bidding Forms including all Supplements to the Bid Forms.
- 8.8 Documentation submitted by CONTRACTOR prior to Notice of Award.

- 8.9** The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.
- 8.10** The documents listed in paragraph 8.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

**ARTICLE 9: MISCELLANEOUS**

- 9.1** Terms used in this Agreement which are identified in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2** No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and monies that are 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.
- 9.3** Any provision or part of the Contract Documents held to be void or unenforceable under the 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.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed 3 copies of this Agreement. counterparts each have been delivered to OWNER, CONTRACTOR, and ENGINEER.

The effective date of this Agreement shall be \_\_\_\_\_, 20\_\_\_\_.

OWNER

CONTRACTOR

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

\_\_\_\_\_  
By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Telephone \_\_\_\_\_

ATTEST:

Employer Identification No. \_\_\_\_\_

Contractors License No. \_\_\_\_\_

(If a corporation, a second officer must sign.)

By \_\_\_\_\_  
Name \_\_\_\_\_  
(Please Type or Print)

By \_\_\_\_\_  
Name \_\_\_\_\_  
(Please Type or Print)

Title \_\_\_\_\_  
Address for giving notices

Title \_\_\_\_\_  
(SEAL)

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

ATTEST:

By \_\_\_\_\_  
Name \_\_\_\_\_

(Please Type or Print)

Title \_\_\_\_\_  
Address for giving notices

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

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

DOCUMENT 003.02

NOTICE OF COMMENCEMENT OF PUBLIC IMPROVEMENT  
(Section 1311.252 Ohio Revised Code)

State of Ohio, County of Muskingum

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: Blandly Waterline Relocation Low Pressure System – Phase 1  
Project Number: 20379
2. **The Public Authority responsible for the Project is:**  
Public Authority: City of Zanesville  
Street: 14 Buckeye Drive  
City, State, & Zip: Zanesville, OH 43701
3. **All principal contractors on the Project and the trade of each are:**  

<u>Contractor</u>	<u>Trade</u>	<u>Date Contract Executed</u>
4. **The names and addresses of the sureties for all principal contractors are:**  

<u>Principal Contractor</u>	<u>Surety Name &amp; Address</u>
5. **The names and 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:**  
  

<b>Name:</b>	
<b>Title:</b>	
<b>Address:</b>	14 Buckeye Drive Zanesville, OH 43701
6. **Date Contract first executed:**
7. **Signature:** City of Zanesville

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

The signature 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 and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public State of Ohio

DOCUMENT 003.03

AFFIDAVIT OF CONTRACTOR OR SUPPLIER FOR NON-DELINQUENT  
OF PERSONAL PROPERTY TAX – O.R.C. 5719.042

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

TO:

The undersigned, being first duly sworn/having been awarded a contract by you for \_\_\_\_\_, hereby states that we were not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

\_\_\_\_\_  
Contractor

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day or \_\_\_\_\_, 20\_\_\_\_.

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

Ohio Revised Code Section 5719.042 provides the following:

After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the district's fiscal officer a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the contract, and no payment shall be made with respect to the contract to which this section applies unless such statement has been so incorporated as a part thereof.

DOCUMENT 003.04

NOTICE OF AWARD

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

Project Description: \_\_\_\_\_  
\_\_\_\_\_

The OWNER has considered the Bid submitted by you on \_\_\_\_\_, 20 \_\_ (Bid Date) for the above described work in response to its Advertisement for Bids and Instructions to Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of \$\_\_\_\_\_.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required CONTRACTOR's Bonds (if applicable) and Certificates of Insurance within 15 calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said Bonds within 15 calendar days from the date of this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the OWNER.

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged \_\_\_\_\_  
OWNER

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

this the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

Name \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

DOCUMENT 003.05

NOTICE TO PROCEED

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

Project Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You are hereby notified to commence work in accordance with the Agreement dated \_\_\_\_\_, 20\_\_\_\_, on or before \_\_\_\_\_, 20\_\_\_\_, and you are to substantially complete the work within \_\_\_\_\_ calendar days after commencing work and complete the work ready for final payment within \_\_\_\_\_ calendar days after commencing work. The date of substantial completion of all work is therefore \_\_\_\_\_, 20\_\_\_\_, and the date all work is to be completed and ready for final payment is \_\_\_\_\_, 20\_\_\_\_.

You are required to return an acknowledged copy of this Notice to Proceed to the OWNER.

\_\_\_\_\_  
OWNER  
By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is  
hereby acknowledged

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

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

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

**CITY OF ZANESVILLE, OHIO  
CONTRACT CERTIFICATION**

**Project:** \_\_\_\_\_

**ACCEPTANCE BY THE CITY**

The above offer is hereby accepted by and on behalf of the City of Zanesville, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, it being understood that such acceptance, together with the City Auditor's certification of the availability of funds, shall constitute a contract by and between said City and the contractor named above.

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

\_\_\_\_\_  
Don Mason, Mayor

\_\_\_\_\_  
David Suciu, Director of Public Safety

\_\_\_\_\_  
Scott Brown, Director of Public Service

---

**CERTIFICATE OF THE CITY AUDITOR**

***(R.C. 5705.41(D))***

I, the undersigned, Auditor of the City of Zanesville, do hereby certify that the amount required to meet the above and foregoing contract, to wit: \$ \_\_\_\_\_, has been lawfully appropriated for such purpose and is in the City Treasury, or in the process of collection, to the credit of the \_\_\_\_\_ Fund, Account No. \_\_\_\_\_, free from any previous encumbrances. This contract shall not be valid and enforceable unless this certificate is attached. R.C. 5705.41(D).

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

\_\_\_\_\_  
Andrew Body, City Auditor

---

**CERTIFICATE OF THE LAW DIRECTOR**

I, the undersigned, Law Director of the City of Zanesville, Ohio, do hereby certify as follows: The foregoing contract is approved as to form. I have examined the attached contract, any applicable surety bonds, and the manner of execution thereof. I am of the opinion that each of the aforesaid agreements has 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 their terms, conditions, and provisions.

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

\_\_\_\_\_  
David J. Tarbert, Law Director

# Section 004

---

## General Conditions of the Contractor

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

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by

**ACEC**

AMERICAN COUNCIL OF ENGINEERING COMPANIES



**ASCE** American Society  
of Civil Engineers

**P/E** National Society of  
Professional Engineers  
Professional Engineers in Private Practice

AMERICAN COUNCIL OF ENGINEERING COMPANIES

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NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by



CONSTRUCTION SPECIFICATIONS INSTITUTE

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
  3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Asbestos*—Any material that contains ~~more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration~~ asbestos and is subject to any Laws and Regulations regarding removal, management and disposal of asbestos.
  5. *Bid*—The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  6. *Bidder*—The individual or entity who submits a Bid directly to Owner.
  7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).
  8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.
  9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
  10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
  11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).
14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.
15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.
16. *Cost of the Work*—See Paragraph 11.01 for definition.
17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
19. *Engineer*—The individual or entity named as such in the Agreement.
20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
21. *General Requirements*—Sections of Division 1 of the Specifications.
22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.
23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
24. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.
26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.
28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
30. *PCBs*—Polychlorinated biphenyls.
31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.
32. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
36. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.
39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
41. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
44. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.
47. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.
48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.
51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

## 1.02 Terminology

A. The words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives:*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day:*

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

D. *Defective:*

1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
  - a. does not conform to the Contract Documents; or
  - b. does not meet the requirements of any applicable inspection, reference standard, any applicable Laws and Regulations, test, or approval referred to in the Contract Documents; or
  - c. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. *Furnish, Install, Perform, Provide:*

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
  3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## ARTICLE 2 – PRELIMINARY MATTERS

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

- A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

### 2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor up to ~~ten~~ three printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

### 2.03 *Commencement of Contract Times; Notice to Proceed*

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

## 2.04 *Starting the Work*

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

## 2.05 *Before Starting Construction*

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

## 2.06 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

## 2.07 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Owner, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Owner. ~~Engineer~~.
- 1. The Progress Schedule will be acceptable to Owner ~~Engineer~~ if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Owner ~~Engineer~~ responsibility for the Progress Schedule, for sequencing,

scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Owner Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
3. Contractor's Schedule of Values will be acceptable to Owner Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

### ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

#### 3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.
- C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.
- ~~D. Contractor and Owner understand that the Site contains Contaminants and that the scope of the Work may include the management and movement of Contaminants either on Site, off Site or both. They further understand that Contractor has no responsibility for either the presence of Contaminants at the Site or Site conditions existing on the Effective Date of the Agreement. It is the intent of the Agreement Documents that:
  1. Engineer and Owner shall not be deemed to be a handler, arranger or transporter of any Contaminants except that Owner shall be responsible for approval of any off site storage, treatment or disposal facility for any Contaminant.~~

#### 3.02 *Reference Standards*

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

Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

### 3.03 *Reporting and Resolving Discrepancies*

#### A. *Reporting Discrepancies:*

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Owner and Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Owner ~~Engineer~~ before proceeding with any Work affected thereby.
2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.
- ~~3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.~~

#### B. *Resolving Discrepancies:*

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

### 3.04 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
  - 1. A Field Order;
  - 2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or
  - 3. Engineer's written interpretation or clarification.

### 3.05 *Reuse of Documents*

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

### 3.06 *Electronic Data*

- A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.
- C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting

from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

#### **ARTICLE 4 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS**

##### *4.01 Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

##### *4.02 Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
  - 1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
  - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
  - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
  - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

#### 4.03 *Differing Subsurface or Physical Conditions*

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

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer’s Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:
  - a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and
  - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:
  - a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

- b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or
    - c. Contractor failed to give the written notice as required by Paragraph 4.03.A.
  3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

#### 4.04 *Underground Facilities*

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

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
  - a. reviewing and checking all such information and data;
  - b. locating all Underground Facilities shown or indicated in the Contract Documents;
  - c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction; and
  - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to

which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

#### 4.05 *Reference Points*

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

#### 4.06 *Hazardous Environmental Condition at Site*

- A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
  1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
  2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

- H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

## **ARTICLE 5 – BONDS AND INSURANCE**

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

- A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.
- B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

### *5.02 Licensed Sureties and Insurers*

- A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

### 5.03 *Certificates of Insurance*

- A. Contractor shall deliver to Owner, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.
- B. Owner shall deliver to Contractor, with copies to each additional insured and loss payee identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

### 5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:
  - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
  - 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
  - 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
  - 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:
    - a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or
    - b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;
2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;
3. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);
5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and
6. include completed operations coverage:
  - a. Such insurance shall remain in effect for two years after final payment.
  - b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

#### 5.05 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability

insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

#### 5.06 *Property Insurance*

- A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;
  2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage (other than that caused by flood), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions.
  3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);
  4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;
  5. allow for partial utilization of the Work by Owner;
  6. include testing and startup; and
  7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal

refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

- D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.
- E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

#### 5.07 *Waiver of Rights*

- A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:
  - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
  - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance

maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

#### 5.08 *Receipt and Application of Insurance Proceeds*

- A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.
- B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

#### 5.09 *Acceptance of Bonds and Insurance; Option to Replace*

- A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

#### 5.10 *Partial Utilization, Acknowledgment of Property Insurer*

- A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or

occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

## **ARTICLE 6 – CONTRACTOR’S RESPONSIBILITIES**

### *6.01 Supervision and Superintendence*

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

### *6.02 Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner’s written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

### *6.03 Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.
- B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

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

#### 6.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
  - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

#### 6.05 *Substitutes and "Or-Equals"*

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.
  - 1. "*Or-Equal*" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that:
      - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
      - 3) it has a proven record of performance and availability of responsive service.
    - b. Contractor certifies that, if approved and incorporated into the Work:

- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
- 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. *Substitute Items:*

- a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.
- b. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.
- c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.
- d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
  - 1) shall certify that the proposed substitute item will:
    - a) perform adequately the functions and achieve the results called for by the general design,
    - b) be similar in substance to that specified, and
    - c) be suited to the same use as that specified;
  - 2) will state:
    - a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,
    - b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and
    - c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;
  - 3) will identify:
    - a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services; and

4) shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change.

- B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.
- C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.
- D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- E. *Engineer's Cost Reimbursement:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- F. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

#### 6.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.
- B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection

in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

- C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity; nor
  2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

## 6.07 *Patent Fees and Royalties*

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

## 6.08 *Permits*

- A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. ~~Owner shall assist Contractor, when necessary, in obtaining such permits and licenses.~~ Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. ~~Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.~~ Contractor shall include an allowance as indicated to cover all charges of utility owners for connections for providing permanent service to the Work.

## 6.09 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work ~~knowing or having reason to know that it is~~ contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not

limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

#### 6.10 *Taxes*

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

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

##### A. *Limitation on Use of Site and Other Areas:*

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.
3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

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

- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### 6.12 *Record Documents*

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

#### 6.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
  - 1. all persons on the Site or who may be affected by the Work;
  - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

#### 6.14 *Safety Representative*

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

#### 6.15 *Hazard Communication Programs*

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

#### 6.16 *Emergencies*

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

#### 6.17 *Shop Drawings and Samples*

- A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. *Shop Drawings:*
    - a. Submit number of copies specified in the General Requirements.
    - b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.
  2. *Samples:*
    - a. Submit number of Samples specified in the Specifications.
    - b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.
- B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Submittal Procedures:*
1. Before submitting each Shop Drawing or Sample, Contractor shall have:
    - a. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
    - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
    - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
    - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
  2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.
  3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

- A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective, and shall comply with all applicable Laws and Regulations. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on representation of Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release or assumption of any of Contractor's obligations to perform the Work in accordance with the Contract Documents:
1. observations by Engineer or its other subconsultants;
  2. recommendation by Engineer or payment by Owner of any progress or final payment;
  3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. use or occupancy of the Work or any part thereof by Owner;
  5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;
  6. any inspection, test, or approval by others; or
  7. any correction of defective Work by Owner.

## 6.20 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall defend, 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 or non-performance of the Work, provided that any such claim, cost, loss, or damage is attributable to Contractor's breach of Agreement, non-compliance with applicable Laws and Regulations, bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of

damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 6.21 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
- D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.
- E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

## ARTICLE 7 – OTHER WORK AT THE SITE

### 7.01 *Related Work at Site*

- A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. Contractor shall mutually work with the Owner and agree to timelines as established by the Owner. If such other work is not noted in the Contract Documents, then:
- B. written notice thereof will be given to Contractor prior to starting any such other work; and
- C. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.
- D. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

### 7.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:
  - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
  - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
  - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

### 7.03 *Legal Relationships*

- A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.
- B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.
- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

## **ARTICLE 8 – OWNER'S RESPONSIBILITIES**

### 8.01 *Communications to Contractor*

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

### 8.02 *Replacement of Engineer*

- A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

### 8.03 *Furnish Data*

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

### 8.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

### 8.05 *Lands and Easements; Reports and Tests*

- A. Owner's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

### 8.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

### 8.07 *Change Orders*

- A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

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

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

**ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION**

9.01 *Owner's Representative*

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

9.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

- A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

- A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

- A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

- A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.
- B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

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

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question.

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believes that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

**ARTICLE 10 – CHANGES IN THE WORK; CLAIMS**

10.01 *Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).
- B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.D.

10.03 *Execution of Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;
2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and
3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

#### 10.04 *Notification to Surety*

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

#### 10.05 *Claims*

- A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.
- B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).
- C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;
  2. approve the Claim; or
  3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.
- D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.
- E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.
- F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

## **ARTICLE 11 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### *11.01 Cost of the Work*

- A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.
  2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to

Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
  - c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
  - e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
  - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with

the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

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

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, 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 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.
- 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
- 5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

## 11.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:*
  - 1. Contractor agrees that:
    - a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
    - b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance:*
  - 1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

## 11.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:
  - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
  - 2. there is no corresponding adjustment with respect to any other item of Work; and

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

## **ARTICLE 12 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES**

### **12.01 *Change of Contract Price***

- A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:
  1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or
  2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or
  3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).
- C. *Contractor's Fee*: The Contractor's fee for overhead and profit shall be determined as follows:
  1. a mutually acceptable fixed fee; or
  2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
    - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
    - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

- d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

## 12.02 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.
- B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

## 12.03 *Delays*

- A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.
- B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.
- D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or

damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

- E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

## **ARTICLE 13 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

### *13.01 Notice of Defects*

- A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in this Article 13.

### *13.02 Access to Work*

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

### *13.03 Tests and Inspections*

- A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:
  - 1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;
  - 2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and
  - 3. as otherwise specifically provided in the Contract Documents.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of

materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

- E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.
- F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

#### 13.04 *Uncovering Work*

- A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.
- B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.
- C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.
- D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

#### 13.05 *Owner May Stop the Work*

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

### 13.06 *Correction or Removal of Defective Work*

- A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

### 13.07 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. repair such defective land or areas; or
  - 2. correct such defective Work; or
  - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.
- C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect

to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

#### 13.08 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and for the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

#### 13.09 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties

are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

## **ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION**

### *14.01 Schedule of Values*

- A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

### *14.02 Progress Payments*

#### *A. Applications for Payments:*

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

#### *B. Review of Applications:*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
  - a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
  - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
  - a. to supervise, direct, or control the Work, or
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because

of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

*C. Payment Becomes Due:*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

*D. Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:
  - a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
  - b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
  - c. there are other items entitling Owner to a set-off against the amount recommended; or
  - d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.
2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.
3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

#### 14.03 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

#### 14.04 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the tentative certificate to Owner, notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will, within said 14 days, execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.
- E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

#### 14.05 *Partial Utilization*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or

which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.
2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

#### 14.06 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 14.07 *Final Payment*

##### A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

- b. consent of the surety, if any, to final payment;
  - c. a list of all Claims against Owner that Contractor believes are unsettled; and
  - d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

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

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

*C. Payment Becomes Due:*

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

- A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by

Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

#### 14.09 *Waiver of Claims*

- A. The making and acceptance of final payment will constitute:
1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and
  2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

### **ARTICLE 15 – SUSPENSION OF WORK AND TERMINATION**

#### 15.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

#### 15.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);
  2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;
  3. Contractor's repeated disregard of the authority of Engineer; or
  4. Contractor's violation in any substantial way of any provisions of the Contract Documents.
- B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:
1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the

full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and
  3. complete the Work as Owner may deem expedient.
- C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.
- E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.
- F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B and 15.02.C.

### 15.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
  4. reasonable expenses directly attributable to termination.
- B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

#### 15.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

### **ARTICLE 16 – DISPUTE RESOLUTION**

#### 16.01 *Methods and Procedures*

- A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.
- B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.
- C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or
2. agrees with the other party to submit the Claim to another dispute resolution process; or
3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

## ARTICLE 17 – MISCELLANEOUS

### 17.01 *Giving Notice*

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

### 17.02 *Computation of Times*

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

### 17.03 *Cumulative Remedies*

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

### 17.04 *Survival of Obligations*

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

### 17.05 *Controlling Law*

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

17.06 *Headings*

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

# Section 005

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## Special Project Conditions

DOCUMENT 005

SPECIAL PROJECT CONDITIONS

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## SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

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

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### **SC-5.04 CONTRACTOR'S Liability Insurance**

Add the following new paragraph immediately after paragraph 5.04.B:

C. The limits of liability for the insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverage under paragraphs 5.04.A.1 and A.2 of the General Conditions:

- a. State: Statutory
- b. Applicable Federal (e.g., Longshoreman's): Statutory
- c. Employer's Liability: \$2,000,000.00

2. Contractor's General Liability under paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverage and eliminate the exclusion with respect to property under the care, custody and control of Contractor:

- a. General Aggregate \$2,000,000
- b. Products – Completed Operations Aggregate \$2,000,000
- c. Personal and Advertising Injury \$1,000,000
- d. Each Occurrence (Bodily Injury and Property Damage) \$1,000,000

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

f. Excess or Umbrella Liability

1) General Aggregate \$2,000,000

2) Each Occurrence \$1,000,000

3. Automobile Liability under paragraph 5.04.A.6 of the General Conditions:

a. Bodily Injury:

1) Each person \$1,000,000

2) Each Accident \$1,000,000

b. Property Damage:

1) Each Accident \$1,000,000

c. Combined Single Limit of \$1,000,000

4. The Contractual Liability coverage required by paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:

a. Bodily Injury:

1) Each Accident \$1,000,000

2) Annual Aggregate \$2,000,000

b. Property Damage:

1) Each Accident \$1,000,000

2) Annual Aggregate \$2,000,000

#### **SC-5.06 Property Insurance**

The Contractor shall purchase and maintain all required insurance of Paragraph 5.06 in lieu of the Owner and Contractor shall release the Owner of all responsibilities of this Paragraph.

#### **SC-12.03 Poor Weather Delays**

Extension to the Completion Date for Weather or Seasonal Conditions.

A weather day is defined as a workday that weather or seasonal conditions reduced production by more than 50 percent on items of work on the critical path. Submit the dates and number of weather days in writing to the Engineer at the end of each month. In the event the Contractor fails to submit weather days at the end of each month, the Engineer will determine the dates and number of weather days from project records.

Delays caused by weather and seasonal conditions should be anticipated and will be considered as the basis for an extension of time when the Contractor's accepted progress schedule depicts Work on the critical path and the actual workdays lost exceeds the number of workdays lost each month as determined by Table 108.06-1.

**TABLE 108.06-1**

<b>Month</b>	<b>Number of Workdays Lost Due to Weather</b>
January	8
February	8
March	7
April	6
May	5
June	5
July	4
August	4
September	5
October	6
November	6
December	6

This table applies to the duration between contract execution and original completion date. Extensions for weather days beyond the original completion date will be for the actual workdays lost each month.

The Engineer will not consider weekends and holidays as lost workdays unless the Contractor normally works those days or unless the Engineer directs the Contractor to work those days.

# Section 006

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## Davis Bacon Prevailing Wages

"General Decision Number: OH20260001 01/02/2026

Superseded General Decision Number: OH20250001

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Statewide.

Heavy and Highway Construction Projects

Modification Number	Publication Date
0	01/02/2026

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

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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
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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.

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BROH0044-002 06/01/2024

Rates Fringes

Bricklayer, Stonemason  
COSHOCKTON, FAIRFIELD,  
GUERNSEY, HOCKING, KNOX,  
KICKING, MORGAN,  
MUSKINGUM, NOBLE (Beaver,  
Buffalo, Seneca & Wayne  
Townships) & PERRY  
COUNTIES:.....\$ 33.39 20.06

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BROH0045-002 06/01/2023

FAYETTE, JACKSON, PIKE, ROSS and VINTON COUNTIES

Rates Fringes

Bricklayer, Stonemason.....\$ 35.39 17.47

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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.

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BROH0052-001 06/01/2024

ATHENS COUNTY

	Rates	Fringes
Bricklayer, Stonemason.....	\$ 33.39	20.06
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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
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
CARPENTER DEFIANCE, FULTON, HANCOCK, HENRY, PAULDING & WILLIAMS COUNTIES.....	\$ 32.05	26.13

-----  
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

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CARP0735-001 05/01/2025

ASHLAND, HURON & RICHLAND

	Rates	Fringes
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CARPENTER.....	\$ 34.67	23.57
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CARP0735-002 05/01/2025

LORAIN

	Rates	Fringes
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CARPENTER.....	\$ 38.42	24.01
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CARP0735-004 05/01/2025

ERIE

	Rates	Fringes
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CARPENTER.....	\$ 36.71	24.14
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CARP0744-001 05/01/2025

CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT

	Rates	Fringes
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CARPENTER.....	\$ 33.74	27.05
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CARP1090-002 05/01/2025

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

	Rates	Fringes
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Piledrivermen & Diver's Tender...	\$ 35.94	28.39
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DIVERS - \$250.00 per day

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CARP1090-003 05/01/2025

BELMONT, HARRISON, & MONROE

	Rates	Fringes
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Diver, Wet.....	\$ 58.52	24.91
Piledrivermen; Diver, Dry.....	\$ 39.01	24.91

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CARP1090-004 05/01/2025

CARROLL, STARK, TUSCARAWAS & WAYNE

	Rates	Fringes
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Diver, Wet.....	\$ 49.82	25.40
Piledrivermen; Diver, Dry.....	\$ 33.21	25.40

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CARP1090-005 05/01/2025

ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE, LORAIN, MEDINA, PORTAGE, RICHLAND & SUMMIT

	Rates	Fringes
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Diver, Wet.....	\$ 54.51	27.50
Piledrivermen; Diver, Dry.....	\$ 36.34	27.50

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CARP1090-006 05/01/2025

COSHOCTON, HOLMES, KNOX & MORROW

	Rates	Fringes
Diver, Wet.....	\$ 54.36	22.54
Piledrivermen; Diver, Dry.....	\$ 36.24	22.54

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CARP1090-007 05/01/2025

MAHONING & TRUMBULL

	Rates	Fringes
Diver, Wet.....	\$ 50.85	24.82
Piledrivermen; Diver, Dry.....	\$ 33.90	24.82

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CARP1090-008 05/01/2025

COLUMBIANA & JEFFERSON

	Rates	Fringes
PILEDRIVERMAN.....	\$ 39.01	24.91

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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

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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

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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

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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
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FOOTNOTES;

- a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; & Christmas Day
- b. 1 week's paid vacation for 1 year's service; 2 weeks' paid vacation for 2 or more years' service

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ELEC0038-008 04/28/2025

CUYAHOGA, GEAUGA (Bainbridge, Chester & Russell Townships) & LORAIN (Columbia Township)

Rates Fringes

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

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ELEC0064-003 11/30/2025

COLUMBIANA (Butler, Fairfield, Perry, Salem & Unity Townships) MAHONING (Austintown, Beaver, Berlin, Boardman, Canfield, Ellsworth, Coitsville, Goshen, Green, Jackson, Poland, Springfield & Youngstown Townships), & TRUMBULL (Hubbard & Liberty Townships)

Rates Fringes

ELECTRICIAN.....	\$ 41.49	21.81
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ELEC0071-005 01/06/2025

ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN

Rates Fringes

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

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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

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ELEC0082-002 12/02/2024

CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN  
(Wayne, Clear Creek & Franklin Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 38.00	22.49

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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

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ELEC0129-003 02/24/2025

LORAIN (Except Columbia Township) & MEDINA (Litchfield & Liverpool Townships)

	Rates	Fringes
ELECTRICIAN.....	\$ 42.95	18.81

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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

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ELEC0141-003 06/02/2025

BELMONT COUNTY

	Rates	Fringes
CABLE SPLICER.....	\$ 42.94	27.74
ELECTRICIAN.....	\$ 39.25	31.23

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ELEC0212-003 11/26/2018

BROWN, CLERMONT & HAMILTON

	Rates	Fringes
Sound & Communication Technician.....	\$ 24.35	10.99

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ELEC0212-005 06/02/2025

BROWN, CLERMONT, and HAMILTON COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 38.05	22.97

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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

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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.

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 ELEC0246-001 10/28/2024

Carroll, Columbiana, Harrison and Jefferson Counties in Ohio; Brooke and Hancock Counties in West Virginia.

	Rates	Fringes
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.

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 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

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 ELEC0317-002 06/02/2025

GALLIA & LAWRENCE

	Rates	Fringes
CABLE SPLICER.....	\$ 32.68	18.13
ELECTRICIAN.....	\$ 41.15	29.35

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 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
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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
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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
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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
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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
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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

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 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

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 ELEC0972-002 06/01/2024

ATHENS, MEIGS, MONROE, MORGAN, NOBLE, VINTON (Brown, Knox, Madison, Vinton & Wilkesville Townships), and WASHINGTON COUNTIES

	Rates	Fringes
CABLE SPLICER.....	\$ 40.25	33.33
ELECTRICIAN.....	\$ 40.00	33.32

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 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

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 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 Inserter/Remover; Articulating/straight bed end dumps if assigned (minus \$4.00 per hour).

GROUP 4 - Backfiller; Ballast Re-locator; Bars, Joint & Mesh Installing Machine; Batch Plant; Boring Machine Operator (48" or less); Bull Floats; Burlap & Curing Machine; Concrete Plant (capacity 4 yd. & under); Concrete Saw (Multiple); Conveyor (Highway); Crusher; Deckhand; Farm-type Tractor with attachments (highway); Finishing Machine; Fireperson, Floating Equipment (all types); Forklift; Form Trencher; Hydro Hammer expect 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.

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 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.

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 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

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 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
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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
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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
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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
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IRONWORKER

Layout; Sheeter.....	\$ 37.26	28.16
Ornamental; Reinforcing; Structural.....	\$ 36.26	28.16

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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

IRONWORKER.....	\$ 37.39	25.35
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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
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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
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IRON0769-004 06/01/2025

ADAMS (Eastern Half), GALLIA, JACKSON (Southern Half), LAWRENCE & SCIOTO

Rates Fringes

IRONWORKER.....	\$ 39.70	29.59
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 IRON0787-003 06/01/2025

ATHENS, MEIGS, MORGAN, NOBLE, and WASHINGTON COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 36.10	24.65

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 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
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.

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PAIN0006-002 05/01/2023

ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. of the East-West Turnpike) & SUMMIT (N. of the East-West Turnpike)

Rates Fringes

PAINTER

COMMERCIAL NEW WORK;

REMODELING; & RENOVATIONS

GROUP 1.....	\$ 30.75	18.95
GROUP 2.....	\$ 31.15	18.95
GROUP 3.....	\$ 31.45	18.95
GROUP 4.....	\$ 37.01	18.95

COMMERCIAL REPAINT

GROUP 1.....	\$ 29.25	18.95
GROUP 2.....	\$ 29.65	18.95
GROUP 3.....	\$ 29.95	18.95

PAINTER CLASSIFICATIONS - COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting; Closed Steel Above 55 feet; Bridges & Open Structural Steel; Tanks - Water Towers; Bridge Painters; Bridge Riggers; Containment Builders

GROUP 4 - Bridge Blaster

PAINTER CLASSIFICATIONS - COMMERCIAL REPAINT

GROUP 1 - Brush; & Roller

GROUP 2 - Sandblasting & Buffing

GROUP 3 - Spray Painting

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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)

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PAIN0012-008 05/01/2019

BUTLER COUNTY

Rates Fringes

PAINTER

GROUP 1.....	\$ 21.95	10.20
GROUP 2.....	\$ 25.30	10.20
GROUP 3.....	\$ 25.80	10.20
GROUP 4.....	\$ 26.05	10.20
GROUP 5.....	\$ 26.30	10.20

PAINTER CLASSIFICATIONS

GROUP 1: Bridge Equipment Tender; Bridge/Containment Builder

GROUP 2: Brush & Roller

GROUP 3: Spray

GROUP 4: Sandblasting; & Waterblasting

GROUP 5: Elevated Tanks; Steeplejack Work; Bridge; & Lead Abatement

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PAIN0012-010 05/01/2019

BROWN, CLERMONT, CLINTON, HAMILTON & WARREN

	Rates	Fringes
PAINTER		
HEAVY & HIGHWAY BRIDGES- GUARDRAILS-LIGHTPOLES- STRIPING		
Bridge Equipment Tender and Containment Builder.....	\$ 21.95	10.20
Bridges when highest point of clearance is 60 feet or more; & Lead Abatement Projects.....		
Brush & Roller.....	\$ 26.30	10.20
Sandblasting & Hopper Tender; Water Blasting.....	\$ 25.30	10.20
Spray.....	\$ 26.05	10.20
	\$ 25.80	10.20

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PAIN0093-001 12/01/2024

ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE and WASHINGTON COUNTIES

	Rates	Fringes
PAINTER		
Bridges; Locks; Dams; Tension Towers; & Energized Substations.....		
Power Generating Facilities..	\$ 36.44	24.46
	\$ 33.29	24.46

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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.....		
GROUP 3 - Spray; Sandblast; Steamclean; Lead Abatement.....	\$ 33.09	13.97
GROUP 4 - Steeplejack Work..	\$ 29.90	13.97
GROUP 5 - Coal Tar.....	\$ 30.10	13.97
GROUP 6 - Bridge Equipment Tender & or Containment	\$ 30.65	13.97

Builder.....	\$ 37.86	13.97
GROUP 7 - Tanks, Stacks & Towers.....	\$ 33.86	13.97
GROUP 8 - Bridge Blaster, Rigger.....	\$ 40.86	13.97

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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

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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

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PAIN0476-001 06/01/2025

COLUMBIANA, MAHONING, and TRUMBULL COUNITIES

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

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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

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PAIN0639-001 05/01/2011

	Rates	Fringes
Sign Painter & Erector.....	\$ 20.61	3.50+a+b+c

FOOTNOTES: a. 7 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; Christmas Day & 1 Floating Day  
 b. Vacation Pay: After 1 year's service - 5 days' paid vacation; After 2, but less than 10 years' service - 10 days' paid vacation; After 10, but less than 20 years' service - 15 days' paid vacation; After 20 years' service - 20 days' paid vacation  
 c. Funeral leave up to 3 days maximum paid leave for death of mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandparent and inlaw provided employee attends funeral

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PAIN0788-002 06/01/2024

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.

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PAIN0813-005 12/01/2008

GALLIA, LAWRENCE, MEIGS & VINTON

	Rates	Fringes
PAINTER		
Base Rate.....	\$ 24.83	10.00
Bridges, Locks, Dams & Tension Towers.....	\$ 27.83	10.00

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PAIN0841-001 07/01/2025

MEDINA, PORTAGE (South of and including Ohio Turnpike), and SUMMIT (South of and including Ohio Turnpike) COUNTIES

	Rates	Fringes
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

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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

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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

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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

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PLAS0109-001 06/01/2025

MEDINA, PORTAGE, STARK, and SUMMIT COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.00	23.83

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PLAS0109-003 06/01/2025

CARROLL, HOLMES, TUSCARAWAS, and WAYNE COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 33.00	23.83

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PLAS0132-002 07/01/2025

BROWN, BUTLER, CLERMONT, HAMILTON, HIGHLAND, WARREN COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 31.35	17.65

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PLAS0404-002 05/01/2018

ASHTABULA, CUYAHOGA, GEAUGA, AND LAKE COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 29.63	17.11

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PLAS0404-003 05/01/2018

LORAIN COUNTY

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11

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PLAS0526-022 05/01/2018

COLUMBIANA, MAHONING, and TRUMBULL COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.86	17.11

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PLAS0526-023 05/01/2018

BELMONT, HARRISON, and JEFFERSON COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 28.21	17.11

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PLAS0886-001 07/01/2025

FULTON, HANCOCK, HENRY, LUCAS, PUTNAM, and WOOD COUNTIES

	Rates	Fringes
PLASTERER.....	\$ 36.65	25.60

PLAS0886-003 07/01/2025

DEFIANCE, ERIE, HURON, OTTAWA, PAULDING, SANDUSKY, and SENECA

	Rates	Fringes
PLASTERER.....	\$ 36.65	25.60

-----  
PLAS0886-004 07/01/2025

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

	Rates	Fringes
PLASTERER.....	\$ 35.29	23.07

-----  
PLUM0042-002 07/01/2025

ASHLAND, CRAWFORD, ERIE, HURON, KNOX, LORAIN, MORROW, RICHLAND & WYANDOT

	Rates	Fringes
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
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

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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>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, 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 the contract in 2025. The applicable Executive Order

minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

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)).

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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.

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#### 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](mailto: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](mailto: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

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210.

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END OF GENERAL DECISION

"

# Section 007

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## Contractual Administrative Forms



DOCUMENT 007.02

FIELD ORDER CHANGE FORM

FIELD ORDER NO. \_\_\_\_\_

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

CONTRACT AGREEMENT DATE: \_\_\_\_\_

PROJECT: \_\_\_\_\_

PROJECT NO.: \_\_\_\_\_

OWNER: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

The following narrative describes the changes to the above referenced project, contract documents:

The above referenced field order will not be a basis for a future claim for time of money.

Accepted By: \_\_\_\_\_  
(Contractor)

Recommended By: \_\_\_\_\_  
(Engineer/Architect)

Approved By: \_\_\_\_\_  
(Owner)

State of Ohio  
WATER SUPPLY REVOLVING LOAN ACCOUNT (or DWAF)

**CONTRACT CHANGE ORDER**

RECIPIENT \_\_\_\_\_ CHANGE ORDER NBR \_\_\_\_\_

LOAN NUMBER \_\_\_\_\_ CONTRACT \_\_\_\_\_

OWDA PROJECT No. \_\_\_\_\_ DATE \_\_\_\_\_

Description of Change:

RECOMMENDED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Engineer)

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Recipient)

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Contractor)

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

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">Original Contract Amt</td> <td style="width: 20%; border-bottom: 1px dashed black;"></td> </tr> <tr> <td>Previous Changes (+ / --)</td> <td style="border-bottom: 1px dashed black;"></td> </tr> <tr> <td>This Change (+ / --)</td> <td style="border-bottom: 1px dashed black;"></td> </tr> <tr> <td>Adjusted Contract Amt</td> <td style="border-bottom: 1px dashed black;"></td> </tr> </table>	Original Contract Amt		Previous Changes (+ / --)		This Change (+ / --)		Adjusted Contract Amt		<p><b>OWDA APPROVAL</b></p> <p>The above proposal is hereby accepted and I recommend that it be approved and made a part of the contract noted above. The approval does not constitute an increase in the total loan amount, but represents approval for the work.</p>
Original Contract Amt									
Previous Changes (+ / --)									
This Change (+ / --)									
Adjusted Contract Amt									
Ohio EPA Acceptance	Chief Engineer								
Date	Date								

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

TO OWNER:

APPLICATION NO: \_\_\_\_\_  
 PERIOD TO: \_\_\_\_\_  
 OWDA LOAN NO: \_\_\_\_\_  
 \_\_\_\_\_

FROM CONTRACTOR:

FOR OWDA OFFICE USE ONLY	
Fund:	_____
Voucher:	_____
OWDA Pay:	_____
Date:	_____

PROJECT:

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

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

**CONTRACTOR'S CERTIFICATE**

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

CONTRACTOR:

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

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

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

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

OWDA: \_\_\_\_\_  
 Chief Engineer Executive Director

TO OWNER:

FROM CONTRACTOR:

APPLICATION NO:

PERIOD TO:

OWDA LOAN NO:

EPA LOAN NO:

PROJECT:

A	B	C	D	E	F	G		H
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH
			FROM PREVIOUS APPLICATION	THIS PERIOD				
TOTAL		0	0	0	0	0		0



DOCUMENT 007.06

CONTRACTOR'S AFFIDAVIT

(To be attached to the second and all subsequent partial-payment estimates)

Project: \_\_\_\_\_  
Project No.: \_\_\_\_\_

Partial Estimate No.: \_\_\_\_\_  
Amount \$ \_\_\_\_\_

To Owner:

I hereby certify that all material bills and all bills for subcontracting work related to the work completed and paid for by \_\_\_\_\_ under the last previous estimate have been paid by  
(Owner)

the undersign company, with the exception of the following items:

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

\_\_\_\_\_  
Company  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

State of \_\_\_\_\_  
County of \_\_\_\_\_

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me the subscribed, a Notary Public in and for said county, personally came the above named

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

the Contractor, in the foregoing affidavit and acknowledged the signing of the same to be his voluntary act and deed for the purpose herein mentioned.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed by official seal on the day and year last aforesaid.

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

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

SEAL

**GENERAL CONTRACTOR WAIVER AND RELEASE**

Upon receipt of the sum of \$ \_\_\_\_\_, the sufficiency of which is hereby acknowledged, the undersigned does hereby waive, release and relinquish any and all rights, claims, demands, liens, claims for relief, causes of action and the like, whether arising at law, under a contract, in tort, in equity or otherwise, which the undersigned has now, may have had or may hereafter have pursuant to the Contract, Subcontract, Purchase/Service Agreement (“Contract”) with \_\_\_\_\_ (“Contractor”) in connection with the construction of \_\_\_\_\_ (“Project”) for \_\_\_\_\_ (“Owner”). The term “Contractor” shall be deemed to mean and refer to the Contractor and its agents, representatives, employees, directors, and all those acting on their behalf.

This Waiver and Release applies to all facts, acts, events, circumstances, changes, constructive or actual delays, accelerations, extra work, disruptions, interference’s and the like which have occurred, or may be claimed to have occurred, excepting only any claims currently unresolved for which written notice has been provided to the Owner from the Contractor in accordance with the Contract.

Except as specifically described above, the undersigned expressly waives all claims against the Contractor, any surety, the Owner or the Project. The undersigned freely and voluntarily chooses to accept the terms and conditions of this Waiver and Release in return for the payment recited above and agrees that those funds shall be held in trust for the benefit of all suppliers or subcontractors of the undersigned providing labor or material to the Project and shall be used first to pay all such suppliers or subcontractors, although those funds may be commingled with the undersigned’s own funds.

The undersigned further represents that all employees, laborers, materialman and subcontractors employed by the undersigned in connection with the Project and all bills currently due for labor, materials, supplies and taxes furnished by others to the undersigned in connections with the construction of improvements upon the Project have been fully paid and that no obligations, legal, equitable or otherwise are owed by the undersigned in connection with its work on the Project. With respect to this representation and warranty, the undersigned does hereby agree to indemnify and hold harmless the Owner, the Contractor, its payment and performance bond surety, if any, and any others claiming by or through them, from any and all claims, damages, losses, expensed and the like incurred by reason of any claim that the undersigned has not fully paid for all labor, materials and expenses incurred in connection with its work on the Project, including reasonable attorney’s fees.

The undersigned further agrees that making and receipt of payment and execution of this Waiver and Release shall in no way release the undersigned from its continuing obligations with respect to the completion of any work remaining undone, punch list work, warranty and guaranty work, and any other obligations of the undersigned to the Owner.

**Application and Certification for Payment # \_\_\_\_\_: \$ \_\_\_\_\_**

IN WINESS WHEROF, on behalf of the undersigned, with full authority, I have executed this waiver and Release under seal effective the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

CONTRACTOR:  
ADDRESS:  
  
SIGNATURE: \_\_\_\_\_  
BY: \_\_\_\_\_  
  
TITLE:

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
Sworn to and subscribed to before me  
this \_\_\_\_ day of \_\_\_\_\_.  
  
\_\_\_\_\_  
Notary Public

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

**SUBCONTRACTOR/SUBVENDOR FINAL RELEASE AND LIEN WAIVER**

The undersigned represents and warrants that it has been paid and has received (or that it will be paid and will receive via proceeds from this pay application) \$ \_\_\_\_\_ as full and final settlement under the contract/agreement dated \_\_\_\_\_ (including any amendments or modifications thereto) (the "**Contract**") between the undersigned and \_\_\_\_\_ ("**Contractor/Vendor**") for the \_\_\_\_\_ Project owned by \_\_\_\_\_ ("**Owner**"). In consideration for this final payment, and other good and valuable consideration, receipt of which is acknowledged, the undersigned makes the following representations and warranties:

1. The undersigned and Owner have fully settled all terms and conditions of the Contract (including any amendments or modifications thereto), as well as any other written or oral commitments, agreements, and/or understandings in connection with the Project.
2. The undersigned has been paid in full (or it will be paid in full via proceeds from this pay application) for the labor, services, and materials in connection with the Contract, including all work performed or any materials provided by its subcontractors, vendors, suppliers, materialmen, laborers, or other persons or entities.
3. The undersigned has paid in full (or it will pay in full via proceeds from this pay application) all its subcontractors, vendors, suppliers, materialmen, laborers, and other person or entity providing services, labor, or materials to the Project; there are no outstanding claims, demands, or rights to liens against the undersigned, the Project, or the Owner in connection with the Contract on the part of any person or entity; and no claims, demands, or liens have been filed against the undersigned, the Project, or the Owner relating to the Contract.
4. The undersigned releases and discharges Contractor/Vendor and Owner from all claims, demands, or causes of action (including all lien claims and rights) that the undersigned has, or might have, under any present or future law, against either of them in connection with the Contract. The undersigned hereby specifically waives and releases any lien or claim or right to lien in connection with the Contract against Contractor/Vendor, Owner, Owner's property, and the Project, and also specifically waives, to the extent allowed by law, all liens, claims, or rights of lien in connection with the Contract by the undersigned's subcontractors, materialmen, laborers, and all other persons or entities furnishing services, labor, or materials in connection with the Contract.
5. The undersigned shall indemnify, defend, and hold harmless Contractor/Vendor and Owner from any action, proceeding, arbitration, claim, demand, lien, or right to lien relating to the Contract, and shall pay any costs, expenses, and/or attorneys' fees incurred by Contractor/Vendor and/or Owner in connection therewith.

The undersigned makes the foregoing representations and warranties with full knowledge that Contractor/Vendor and Owner shall be entitled to rely upon the truth and accuracy thereof.

DATED: \_\_\_\_\_  
\_\_\_\_\_  
(Subcontractor/Subvendor company name)  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, a Notary Public for the above County and State, certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is \_\_\_\_\_ [title] of \_\_\_\_\_ [company name], and that he/she, as \_\_\_\_\_ [title], being authorized to do so, executed the foregoing on behalf of \_\_\_\_\_ [company name]. Witness my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID.**



## Sales and Use Tax Construction Contract Exemption Certificate

**Identification of Contract:**

Contractee's (owner's) name \_\_\_\_\_

Exact location of job/project \_\_\_\_\_

Name of job/project as it appears  
on contract documentation \_\_\_\_\_

The undersigned hereby certifies that the tangible personal property purchased under this exemption certificate was purchased for incorporation into:

<input type="checkbox"/>	A building used exclusively for charitable purposes by a nonprofit organization operated exclusively for charitable purposes as defined in Ohio Revised Code (R.C.) section 5739.02(B)(12);	<input type="checkbox"/>	Real property that is owned, or will be accepted for ownership at the time of completion, by the United States government, its agencies, the state of Ohio or an Ohio political subdivision;
<input type="checkbox"/>	Real property under a construction contract with the United States government, its agencies, the state of Ohio or an Ohio political subdivision;	<input type="checkbox"/>	A computer data center entitled to exemption under R.C. 122.175;
<input type="checkbox"/>	A horticulture structure or livestock structure for a person engaged in the business of horticulture or producing livestock;	<input type="checkbox"/>	A building under a construction contract with an organization exempt from taxation under section 501(c)(3) of the Internal Revenue Code of 1986 when the building is to be used exclusively for the organization's exempt purposes;
<input type="checkbox"/>	A house of public worship or religious education;		
<input type="checkbox"/>	The original construction of a sports facility under R.C. section 307.696;	<input type="checkbox"/>	A hospital facility entitled to exemption under R.C. section 140.08;
<input type="checkbox"/>	Real property outside this state if such materials and services, when sold to a construction contractor in the state in which the real property is located for incorporation into real property in that state, would be exempt from a tax on sales levied by that state;	<input type="checkbox"/>	Building and construction materials and services sold for incorporation into real property comprising a convention center that qualifies for property tax exemption under R.C. 5709.084 (until one calendar year after the construction is completed).

The original of this certificate must be signed by the owner/contractee and/or government official and must be retained by the prime contractor. Copies must be maintained by the owner/contractee and all subcontractors. When copies are issued to suppliers when purchasing materials, each copy must be signed by the contractor or subcontractor making the purchase.

**Prime Contractor**

Name \_\_\_\_\_  
Signed by \_\_\_\_\_  
Title \_\_\_\_\_  
Street address \_\_\_\_\_  
City, state, ZIP code \_\_\_\_\_  
Date \_\_\_\_\_

**Subcontractor**

Name \_\_\_\_\_  
Signed by \_\_\_\_\_  
Title \_\_\_\_\_  
Street address \_\_\_\_\_  
City, state, ZIP code \_\_\_\_\_  
Date \_\_\_\_\_

**Owner/Contractee**

Name \_\_\_\_\_  
Signed by \_\_\_\_\_  
Title \_\_\_\_\_  
Street address \_\_\_\_\_  
City, state, ZIP code \_\_\_\_\_  
Date \_\_\_\_\_

**Political Subdivision**

Name \_\_\_\_\_  
Signed by \_\_\_\_\_  
Title \_\_\_\_\_  
Street address \_\_\_\_\_  
City, state, ZIP code \_\_\_\_\_  
Date \_\_\_\_\_

DOCUMENT 007.11

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project: \_\_\_\_\_

Project No: \_\_\_\_\_

Owner: \_\_\_\_\_

Engineer/Architect: \_\_\_\_\_

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

The above referenced project has been inspected by the authorized representatives of the Owner, Engineer, and the Contractor and is found to be substantially complete as defined within the contract documents.

Representatives

Inspection Date

Owner Possession Date

**RESPONSIBILITIES:**

Reference the contract documents for contractor and owner responsibilities. These responsibilities generally include but not limited to security, operation, safety, maintenance, heat, utilities, insurance and warranties and guaranties.

**PUNCH LIST:**

A list of items to be completed or corrected by the Contractor prior to final payment has been prepared by the Engineer and is attached hereto. The failure to include any uncompleted, faulty, or deficient item on the list does not relieve the Contractor of his responsibility to complete all work in accordance with the contract documents. Contractor shall complete all items within 15 days of the owner possession date.

**FINAL PAYMENT:**

The Contractor shall notify Engineer when the work is all completed, so a final inspection can be made by all parties. Upon finding the work to be all complete, the Engineer shall promptly certify final payment to the Contractor in accordance with the contract documents.

**SIGNATURES:**

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

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

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

# Section 008

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## Specifications

DOCUMENT 008.01

SPECIFICATIONS TABLE OF CONTENTS

*See the Appendix for the City of Zanesville Installation Specifications.*

**Division 01 – General Requirements**

01 1000	Summary
01 2000	Price and Payment Procedures
01 2500	Substitution Procedures
01 3000	Administrative Requirements
01 3119	Project Meetings
01 3216	Construction Progress Schedule
01 3300	Submittal Procedures
01 4000	Quality Requirements
01 5000	Temporary Facilities and Controls
01 7000	Execution and Closeout Requirements
01 7400	Warranties and Guarantees

**Division 03 – Concrete**

03 3000	Cast-In-Place Concrete
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**Division 31 – Earthwork**

31 1000	Site Clearing
31 2500	Erosion and Sedimentation Control
31 2316.13	Trenching

**Division 32 – Exterior Improvements**

32 9219	Seeding
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**Division 33 – Utilities**

33 0110.58	Disinfection of Water Utility Piping Systems
33 0505.31	Hydrostatic Testing
33 1417	Site Water Service Utility Laterals

## SECTION 01 1000

### SUMMARY

#### PART 1 - GENERAL

##### 1.1 SUMMARY

###### A. Section Includes:

1. Project information.
2. Contract description.
3. Work by Owner or others.
4. Owner-furnished products.
5. Contractor's use of Site.
6. Future work.
7. Work sequence.
8. Owner's product Purchase contracts.
9. Work restrictions.
10. Owner occupancy.
11. Permits.
12. Specification conventions.
13. LEED provisions.

###### B. Related Requirements:

1. Section 012000 - Price and Payment Procedures.
2. Section 013216 - Construction Progress Schedule.
3. Section 015000 - Temporary Facilities and Controls: Limitations and procedures governing temporary use of Owner's facilities.
4. Section 017000 - Execution and Closeout Requirements: Coordination of Owner-installed products.

##### 1.2 PROJECT INFORMATION

###### A. Name: Blandy Waterline Relocation – Low Pressure System – Phase I

1. Project Location: Zanesville, Ohio

###### B. Owner Authority: City of Zanesville, Muskingum County, Ohio.

###### C. Project Architect/Engineer: Verdantas LLC

### 1.3 CONTRACT DESCRIPTION

- A. The Blandy Waterline Relocation Low Pressure System – Phase 1 project includes installation of approximately 800 linear feet of 20-inch waterline, along with associated valves, fire hydrants, and service reconnections.
- B. Perform Work under Contract with Owner according to Conditions of Contract.

### 1.4 WORK BY OWNER OR OTHERS

- A. If Owner-awarded contracts interfere with each other due to Work being performed at the same time or at the same Site, Owner will determine the sequence of Work under all contracts according to WORK SEQUENCE and CONTRACTOR'S USE OF SITE AND PREMISES Articles in this Section.
- B. Coordinate Work with utilities of Owner and public or private agencies.
- C. Work under this Contract includes:
  - 1. Work as indicated on Drawings and as outlined within the Project Manual.
  - 2. See Bid Item Descriptions in Bid Form 002.01.

### 1.5 OWNER-FURNISHED PRODUCTS

- A. Owner's Responsibilities:
  - 1. Not Used.
- B. Contractor's Responsibilities:
  - 1. Not Used.

### 1.6 CONTRACTOR'S USE OF SITE [AND PREMISES]

- A. Unrestricted Use of Site: Contractor shall have full use of Project Site for construction operations during construction period. Contractor's use of Project Site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. Limits on Use of Site: Limit use of Project Site to areas within the Contract limits indicated. Do not disturb portions of Project Site beyond areas in which the Work is indicated.
  - 1. Driveways, Walkways, and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.

- b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on Site.
  - C. Construction Operations: Limited to areas indicated on Drawings.
    - 1. Noisy and Disruptive Operations (such as Use of Jack Hammers and Other Noisy Equipment): Coordinate and schedule such operations with Owner to minimize disruptions.
  - D. Time Restrictions for Performing Work: Normal work hours to be 7:00 am to 5:00 pm Monday through Friday. If Contractor wishes to work beyond normal work hours, weekends or Holidays, they must receive permission from the Owner prior to proceeding.
  - E. Utility Outages and Shutdown:
    - 1. Coordinate and schedule any utility outages with Owner.
    - 2. Outages: Allow only at previously agreed upon times.
    - 3. At least one week before scheduled outage, submit outage request plan to Architect/Engineer, and Owner itemizing dates, times, and duration of each requested outage.
  - F. Sound Level Restrictions: Sound pressure level measured at boundary of Site shall not exceed 40 dBA.
  - G. Construction Plan: Before start of construction, submit copies of construction plan regarding access to Work, use of Site, and utility outages for acceptance by Owner. After acceptance of plan, construction operations shall comply with accepted plan unless deviations are accepted by Owner in writing.
- 1.7 FUTURE WORK
- A. Not Used.
- 1.8 WORK SEQUENCE
- A. Coordinate construction schedule and operations with Architect/Engineer, and Owner.
- 1.9 OWNER'S PRODUCT PURCHASE CONTRACTS
- A. Not Used.
- 1.10 WORK RESTRICTIONS
- A. Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets, work on public streets, rights of way, and other requirements of authorities having jurisdiction (AHJ).
  - B. On-Site Work Hours: Normal work hours to be 7:00 am to 5:00 pm Monday through Friday. If Contractor wishes to work beyond normal work hours, weekends or Holidays, they must receive permission from the Owner prior to proceeding.
  - C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions, and only after arranging for temporary utility services according to requirements indicated:
    1. Notify Architect/Engineer, and Owner not less than two days in advance of proposed utility interruptions.
    2. Obtain written permission before proceeding with utility interruptions.
  - D. Noise, Vibration, Dust, and Odors: Reference Project General Conditions, along with Supplemental Conditions.
  - E. Smoking and Controlled Substance Restrictions: Use of tobacco products and other controlled substances on Project Site is not permitted.
  - F. Employee Identification: Provide identification tags for Contractor personnel working on Project Site. Require personnel to use identification tags at all times.
  - G. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project Site.
    1. Maintain list of approved screened personnel with Owner's representative.
- 1.11 OWNER OCCUPANCY
- A. Cooperate with Owner to minimize conflict and to facilitate Owner's operations.
  - B. Schedule Work to accommodate Owner occupancy.
- 1.12 PERMITS
- A. Furnish all necessary permits for construction of Work.
- 1.13 SPECIFICATION CONVENTIONS
- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  2. Text Color: Text used in the Specifications, including units of measure, manufacturer and product names, and other text may appear in multiple colors or underlined as part of a hyperlink; no emphasis is implied by text with these characteristics.
  3. Hypertext: Text used in the Specifications may contain hyperlinks. Hyperlinks may allow for access to linked information that is not residing in the Specifications. Unless otherwise indicated, linked information is not part of the Contract Documents.
- B. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.
  3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

#### 1.14 LEED PROVISIONS

- A. Not Used.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 01 1000

SECTION 01 2000

PRICE AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Cash allowances.
- B. Contingency allowances.
- C. Testing and inspection allowances.
- D. Schedule of Values.
- E. Application for Payment.
- F. Change procedures.
- G. Defect assessment.
- H. Unit prices.
- I. Alternates.

1.2 CASH ALLOWANCES

- A. Not Used.

1.3 CONTINGENCY ALLOWANCES

- A. Not Used.

1.4 TESTING AND INSPECTION ALLOWANCES

- A. Not Used.

1.5 SCHEDULE OF VALUES **(Not Used)**

- A. Submit Schedule of Values within 10 days after date established in Notice to Proceed.
- B. Format: Reference Project General Conditions, along with Supplemental Conditions.

- C. Include within each line item, direct proportional amount of Contractor's overhead and profit.
- D. Revise schedule to list approved Change Orders with each Application for Payment.

#### 1.6 APPLICATION FOR PAYMENT

- A. Submit copies of each Application for Payment on current forms as provided by the Owner.
- B. Content and Format: Use Schedule of Values for listing items in Application for Payment.
- C. Submit updated construction schedule, along with certified payroll reports with each Application for Payment.
- D. Payment Period: Submit at intervals stipulated in the Agreement.
- E. Submit submittals with transmittal letter as specified in Section 013300 - Submittal Procedures.
- F. Submit copies of waivers requested by Owner.
- G. Substantiating Data: When Architect/Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:
  - 1. Partial release of liens from major Subcontractors and vendors.
  - 2. Record Documents as specified in Section 017000 - Execution and Closeout Requirements for review by Owner, which will be returned to Contractor.
  - 3. Affidavits attesting to off-Site stored products.
  - 4. Construction Progress Schedule, revised and current as specified in Section 013300 - Submittal Procedures.

#### 1.7 CHANGE PROCEDURES

- A. Submittals: Submit name of individual who is authorized to receive change documents and is responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. Carefully study and compare Contract Documents before proceeding with fabrication and installation of Work. Promptly advise Architect/Engineer of any error, inconsistency, omission, or apparent discrepancy.
- C. Requests for Interpretation (RFI) and Clarifications: Allot time in construction scheduling for liaison with Architect/Engineer.
- D. Architect/Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions.
- E. Architect/Engineer may issue Proposal Request including a detailed description of proposed change with supplementary or revised Drawings and Specifications, a change in Contract Time for executing the change and with the period of time during which the requested price will be considered valid. Contractor will prepare and submit estimate within the timeframe as directed.

- F. Contractor may propose changes by submitting a request for change to Architect/Engineer, describing proposed change and its full effect on the Work. Include a statement describing reason for the change and the effect on Contract Sum/Price and Contract Time with full documentation.
- G. Document requested substitutions according to Section 012500 - Substitution Procedures.
- H. Stipulated Sum/Price Change Order: Based on Contractor's request for Change Order as approved by Architect/Engineer.
- I. Unit Price Change Order: For Contract unit prices and quantities, the Change Order will be executed on a fixed unit price basis. For unit costs or quantities of units of that which are not predetermined, execute Work under Work Directive Change. Changes in Contract Sum/Price or Contract Time will be computed as specified in the Change Order.
- J. Work Directive Change: Architect/Engineer may issue directive, signed by Owner, instructing Contractor to proceed with change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change.
- K. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of the Contract. Architect/Engineer will determine change allowable in Contract Sum/Price and Contract Time as provided in Contract Documents.
- L. Maintain detailed records of Work done on a time and material basis. Provide full information required for evaluation of proposed changes and to substantiate costs for changes in the Work.
- M. Document each quotation for change in Project Cost or Time with sufficient data to allow evaluation of quotation.
- N. Change Order Forms: as defined within the Agreement.
- O. Execution of Change Orders: Architect/Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
- P. Correlation of Contractor Submittals:
  - 1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
  - 2. Promptly revise Progress Schedules to reflect change in Contract Time, revise subschedules to adjust times for other items of Work affected by the change, and resubmit.
  - 3. Promptly enter changes in Record Documents.

## 1.8 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of Architect/Engineer, and Owner it is not practical to remove and replace the Work, Architect/Engineer, and Owner will direct appropriate remedy or adjust payment.

- C. The defective Work may remain, but unit sum/price will be reduced at discretion of Architect/Engineer, and Owner.
- D. Individual Specification Sections may modify these options or may identify specific formula or percentage sum/price reduction.
- E. Authority of Architect/Engineer, and Owner to assess defects and identify payment adjustments is final.
- F. Nonpayment for Rejected Products: Payment will not be made for rejected products for any of the following reasons:
  - 1. Products wasted or disposed of in a manner that is not acceptable.
  - 2. Products determined as unacceptable before or after placement.
  - 3. Products not completely unloaded from transporting vehicle.
  - 4. Products placed beyond lines and levels of the required Work.
  - 5. Products remaining on hand after completion of the Work.
  - 6. Loading, hauling, and disposing of rejected products.

#### 1.9 UNIT PRICES

- A. Authority: Measurement methods are delineated in individual Specification Sections.
- B. Measurement methods delineated in individual Specification Sections complement criteria of this Section. In event of conflict, Architect/Engineer, Owner and Contractor shall openly discuss and mutually resolve, prior to including quantity within the Application for Payment.
- C. Take measurements and compute quantities. Architect/Engineer, and Owner will verify measurements and quantities from the Contractor's survey. Survey data shall be presented and verified by Architect/Engineer and Owner, prior to Contractor including quantity within their Application for Payment.
- D. Unit Quantities: Quantities and measurements indicated on Bid Form are for Contract purposes only. Actual quantities provided shall determine payment.
  - 1. When actual Work requires more or fewer quantities than those quantities indicated, provide required quantities at contracted unit sum/prices.
- E. Payment Includes: Full compensation for required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals; erection, application, or installation of item of the Work; overhead and profit.
- F. Final payment for Work governed by unit prices will be made on basis of actual measurements and quantities accepted by Architect/Engineer multiplied by unit sum/price for Work incorporated in or made necessary by the Work.
- G. Measurement of Quantities:
  - 1. Stipulated Sum/Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as completed item or unit of the Work.

H. Unit Price Schedule: Reference Bid Form 002.01.

1.10 ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in Owner-Contractor Agreement. The Owner-Contractor Agreement may identify certain Alternates to remain an Owner option for a stipulated period of time.
- B. Coordinate related Work and modify surrounding Work. Description for each Alternate is recognized to be abbreviated but requires that each change shall be complete for scope of Work affected.
  - 1. Coordinate related requirements among Specification Sections as required.
  - 2. Include as part of each Alternate: Miscellaneous devices, appurtenances, and similar items incidental to or necessary for complete installation.
  - 3. Coordinate Alternate with adjacent Work and modify or adjust as necessary to ensure integration.
- C. Schedule of Alternates:
  - 1. Not used.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 01 2000

## SECTION 01 2500

### SUBSTITUTION PROCEDURES

#### PART 1 - GENERAL

##### 1.1 SECTION INCLUDES

- A. Quality assurance.
- B. Product options.
- C. Product substitution procedures.

##### 1.2 QUALITY ASSURANCE

- A. Contract is based on products and standards established in Contract Documents without consideration of proposed substitutions.
- B. Products specified define standard of quality, type, function, dimension, appearance, and performance required.
- C. Substitution Proposals: Permitted for specified products except where specified otherwise. Do not substitute products unless substitution has been accepted and approved in writing by Owner.

##### 1.3 PRODUCT OPTIONS

- A. See Section 016000 - Product Requirements.

##### 1.4 PRODUCT SUBSTITUTION PROCEDURES

- A. Contractor may submit product substitution request to Engineer during the bidding period up to 15 days prior to bid due date.
- B. If necessary, Engineer will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Engineer will notify Contractor through Construction Manager of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
- C. Substitutions may be considered when a product becomes unavailable through no fault of Contractor or will not perform as designed or intended.
- D. Document each request with complete data, substantiating compliance of proposed substitution with Contract Documents, including:

1. Manufacturer's name and address, product, trade name, model, or catalog number, performance and test data, and reference standards.
2. Itemized point-by-point comparison of proposed substitution with specified product, listing variations in quality, performance, and other pertinent characteristics.
3. Reference to Article and Paragraph numbers in Specification Section.
4. Cost data comparing proposed substitution with specified product and amount of net change to Contract Sum.
5. Changes required in other Work.
6. Availability of maintenance service and source of replacement parts as applicable.
7. Certified test data to show compliance with performance characteristics specified.
8. Samples when applicable or requested.
9. Other information as necessary to assist Architect/Engineer's evaluation.

E. A request constitutes a representation that Contractor:

1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
2. Will provide same warranty for substitution as for specified product.
3. Will coordinate installation and make changes to other Work that may be required for the Work to be complete with no additional cost to Owner.
4. Waives claims for additional costs or time extension that may subsequently become apparent.
5. Will coordinate installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
6. Will reimburse Owner and Architect/Engineer for review or redesign services associated with reapproval by authorities having jurisdiction.

F. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals without separate written request or when acceptance will require revision to Contract Documents.

G. Substitution Submittal Procedure:

1. Submit Request for Substitution for consideration. Limit each request to one proposed substitution.
2. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.
3. Architect/Engineer will notify Contractor in writing of decision to accept or reject request.

## 1.5 INSTALLER SUBSTITUTION PROCEDURES

A. Document each request with:

1. Installer's qualifications.
2. Installer's experience in work similar to that specified.
3. Other information as necessary to assist Architect/Engineer's evaluation.

B. Substitution Submittal Procedure:

1. Submit Request for Substitution for consideration. Limit each request to one proposed substitution.
2. Architect/Engineer will notify Contractor in writing of decision to accept or reject request.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 01 2500

## SECTION 01 3000

### ADMINISTRATIVE REQUIREMENTS

#### PART 1 - GENERAL

##### 1.1 SECTION INCLUDES

- A. Coordination and Project conditions.
- B. Preconstruction meeting.
- C. Site mobilization meeting.
- D. Progress meetings.
- E. Preinstallation meetings.
- F. Closeout meeting.
- G. Alteration procedures.

##### 1.2 COORDINATION AND PROJECT CONDITIONS

- A. Coordinate scheduling, submittals, and Work of various Sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.
- B. Coordination Meetings: In addition to other meetings specified in this Section, hold coordination meetings with personnel and Subcontractors to ensure coordination of Work.
- C. Coordinate completion and clean-up of Work of separate Sections in preparation for Substantial Completion.
- D. After Owner's occupancy of premises, coordinate access to Site for correction of defective Work and Work not complying with Contract Documents, to minimize disruption of Owner's activities.

##### 1.3 PRECONSTRUCTION MEETING

- A. Architect/Engineer and Owner will schedule and preside over meeting.
- B. Attendance Required: Architect/Engineer, Owner, and Contractor.
- C. Minimum Agenda:
  - 1. Preliminary Matters: Introductions, Project Communications.
  - 2. Contract Document Status: Issuance, Identify Commencement/ Completion.

3. Breakdown of Lump Sum Items.
4. Schedules: Construction/shop drawing/payment schedules, liquidated damages, meetings.
5. Superintendent: Identify individual and other responsible parties.
6. Subcontractors: Must be submitted/approved.
7. Safety: Subcontractor's responsibility.
8. Shop Drawings: Identify process.
9. Changes: Identify process.
10. Payments: Identify process.
11. Sequence of Construction.
12. Job Specific Items.

- A. Architect/Engineer will prepare meeting minutes and distribute copies within seven (7) working days after the meeting to all participants.

#### 1.4 SITE MOBILIZATION MEETING

- A. Not Used.

#### 1.5 PROGRESS MEETINGS

- A. Schedule and administer periodic meetings throughout progress of the Work.
- B. Architect/Engineer will make arrangements for meetings, prepare agenda with copies for participants, and preside over meetings.
- C. Attendance Required: Job superintendent, major Contractors and suppliers, Architect/Engineer and Owner as appropriate to agenda topics for each meeting.
- D. Minimum Agenda:
  1. Review minutes of previous meetings.
  2. Review of Work progress.
  3. Field observations, problems, and decisions.
  4. Identification of problems impeding planned progress.
  5. Review of submittal schedule and status of submittals.
  6. Maintenance of Progress Schedule.
  7. Corrective measures to regain projected schedules.
  8. Planned progress during succeeding work period.
  9. Effect of proposed changes on Progress Schedule and coordination.
  10. Other business relating to Work.
- E. Architect/Engineer will prepare meeting minutes and distribute copies within seven (7) working days after the meeting to all participants.

## 1.6 PREINSTALLATION MEETINGS

- A. When required in individual Specification Sections, convene preinstallation meetings at Project Site before starting Work of specific Section.
- B. Require attendance of parties directly affecting, or affected by, Work of specific Section.
- C. Notify Architect/Engineer seven (7) days in advance of meeting date.
- D. Prepare agenda and preside over meeting:
  - 1. Review conditions of installation, preparation, and installation procedures.
  - 2. Review coordination with related Work.
- E. Record minutes and distribute copies to participants after meeting.

## 1.7 CLOSEOUT MEETING

- A. Schedule Project closeout meeting with sufficient time to prepare for requesting Substantial Completion. Preside over meeting and be responsible for minutes.
- B. Attendance Required: Architect/Engineer, Owner, and Contractor.
- C. Notify Architect/Engineer seven (7) days in advance of meeting date.
- D. Minimum Agenda:
  - 1. Contractor's inspection of Work.
  - 2. Contractor's preparation of an initial "punch list."
  - 3. Procedure to request Architect/Engineer inspection to determine date of Substantial Completion.
  - 4. Completion time for correcting deficiencies.
  - 5. Inspections by authorities having jurisdiction.
  - 6. Certificate of Occupancy and transfer of insurance responsibilities.
  - 7. Partial release of retainage.
  - 8. Final cleaning.
  - 9. Preparation for final inspection.
  - 10. Closeout Submittals:
    - a. Project record documents.
    - b. Affidavits.
  - 11. Final Application for Payment.
  - 12. Contractor's demobilization of Site.
- E. Record minutes and distribute copies to participants after meeting.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION

3.1 ALTERATION PROCEDURES

A. Not Used.

END OF SECTION 01 3000

SECTION 01 3119

PROJECT MEETINGS

PART 1 GENERAL

1.1 REFERENCE

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions, Division 1, and all related specification sections, apply to this section.

1.2 DESCRIPTION OF WORK

A. General

- 1. Schedule and administer progress meetings.
- 2. Engineer will attend meetings to ascertain that work is expedited consistent with construction schedule and with Contract Documents.

1.3 PRE-CONSTRUCTION MEETING

- A. Schedule within 5 days after date of Notice to Proceed.

B. Attendance

- 1. Owner
- 2. Engineer with inspector and/or representative
- 3. Prime Contractor
- 4. Sub-Contractor
- 5. Representative of governmental/regulatory agencies

C. Minimum Agenda

- 1. Distribute and discuss list of all subcontractors and tentative time and payment schedule
- 2. Critical work sequencing
- 3. Relation and coordination of prime contractors
- 4. Designation of responsible personnel
- 5. Processing of field decisions and change orders
- 6. Adequacy of distribution of Contract Documents
- 7. Submittal of shop drawings, project data and samples
- 8. Procedures for maintaining Record Documents
- 9. Use of premises
- 10. Major equipment deliveries and priorities
- 11. Safety and first aid procedures
- 12. Security procedures
- 13. Housekeeping procedures

#### 1.4 PROGRESS MEETINGS

- A. Schedule regular meetings as determined at Pre-Construction conference.
- B. Set location of meetings as determined at Pre-Construction conference.
- C. Attendance
  - 1. Owner
  - 2. Engineer with inspector and/or representative
  - 3. Prime Contractor
  - 4. Sub-Contractor
  - 5. Representative of governmental/regulatory agencies
- D. Minimum Agenda
  - 1. Review work progress since last meeting
  - 2. Note field observations, problems and decisions
  - 3. Identify problems which impede planned progress
  - 4. Review off-site fabrication problems
  - 5. Develop corrective measures and procedures to regain planned schedule
  - 6. Revise construction schedule as indicated
  - 7. Plan progress during next work period
  - 8. Coordinate projected progress with other prime contractors
  - 9. Review submittal schedules and expedite as required to maintain schedule
  - 10. Review changes proposed by Owner for effect on construction schedule and effect on completion date

#### PART 2 PRODUCTS

Not Used.

#### PART 3 EXECUTION

Not Used.

END OF SECTION 01 3119

## SECTION 01 3216

### CONSTRUCTION PROGRESS SCHEDULE

#### PART 1 - GENERAL

##### 1.1 SECTION INCLUDES

- A. Web-based project management software package.
- B. Digital Project data licensing.
- C. Submittals.
- D. Quality assurance.
- E. Format for network analysis schedules.
- F. Construction Progress Schedule.
- G. Bar chart schedules.
- H. Review and evaluation.
- I. Updating schedules.
- J. Distribution.

##### 1.2 WEB-BASED PROJECT MANAGEMENT SOFTWARE PACKAGE

- A. Not Used.

##### 1.3 DIGITAL PROJECT DATA LICENSING

- A. Use of Architect's/Engineer's Digital Data Files: Digital data files of Architect's/Engineer's CAD drawings can be provided by Architect/Engineer for Contractor's use during construction.
- B. Conditions for Use:
  - 1. Digital data files may be used by Contractor in preparing coordination drawings, Shop Drawings, and Project Record Drawings.
  - 2. Architect/Engineer makes no representations as to the accuracy or completeness of digital data files as they relate to Contract Drawings.

#### 1.4 SUBMITTALS

- A. Within 10 days of the date of the Notice to Proceed submit proposed Construction Progress Schedule defining planned operations for the Work.
- B. Submit updated Construction Progress Schedule with each Application for Payment.
- C. Submit Construction Progress Schedule under transmittal letter form specified in Section 013300 - Submittal Procedures.
- D. Schedule Updates:
  - 1. Overall percent complete, projected and actual.
  - 2. Completion progress by listed activity and sub-activity, to within five working days prior to submittal.
  - 3. Changes in Work scope and activities modified since submittal.
  - 4. Delays in submittals or resubmittals, deliveries, or Work.
  - 5. Adjusted or modified sequences of Work.
  - 6. Other identifiable changes.
  - 7. Revised projections of progress and completion.
- E. Narrative Progress Report:
  - 1. Submit with each monthly submission of Progress Schedule.
  - 2. Summary of Work completed during the past period between reports.
  - 3. Work planned during the next period.
  - 4. Explanation of differences between summary of Work completed and Work planned in previously submitted report.
  - 5. Current and anticipated delaying factors and estimated impact on other activities and completion milestones.
  - 6. Corrective action taken or proposed.

#### 1.5 QUALITY ASSURANCE

- A. Scheduler: Contractor's personnel specializing in CPM scheduling with experience in scheduling construction work of complexity comparable to the Project.

#### 1.6 CONSTRUCTION PROGRESS SCHEDULE

- A. Format For Construction Progress Schedule: Reference Project General Conditions, along with Supplemental Conditions.
- B. Prepare subschedules for each stage of Work identified in Section 011000 - Summary.
- C. Coordinate contents with Schedule of Values in Section 013300 - Submittal Procedures.

## 1.7 REVIEW AND EVALUATION

- A. Participate in joint review and evaluation of schedules with Architect/Engineer at each submittal.
- B. Evaluate Project status to determine Work behind schedule and Work ahead of schedule.
- C. After review, revise schedules incorporating results of review, and resubmit within 5 days.

## 1.8 UPDATING SCHEDULES

- A. Maintain schedules to record actual start and finish dates of completed activities.
- B. Indicate progress of each activity to date of revision, with projected completion date of each activity. Update schedules to depict current status of Work.
- C. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
- D. Upon approval of a Change Order, include the change in the next schedule submittal.
- E. Indicate changes required to maintain Date of Substantial and Total Completion.
- F. Submit sorts as required to support recommended changes.
- G. Prepare narrative report to define problem areas, anticipated delays, and impact on schedule. Report corrective action taken or proposed and its effect.

## 1.9 DISTRIBUTION

- A. Following joint review, distribute copies of updated schedules to Contractor's Project site file, Subcontractors, suppliers, Architect/Engineer, and Owner.
- B. Instruct recipients to promptly report, in writing, problems anticipated by projections shown in schedules.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 01 3216

SECTION 01 3300  
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Definitions.
- B. Submittal procedures.
- C. Construction progress schedules.
- D. Proposed product list.
- E. Product data.
- F. Use of electronic CAD files of Project Drawings.
- G. Shop Drawings.
- H. Samples.
- I. Other submittals.
- J. Design data.
- K. Test reports.
- L. Certificates.
- M. Manufacturer's instructions.
- N. Manufacturer's field reports.
- O. Erection Drawings.
- P. Construction photographs.
- Q. Contractor review.
- R. Architect/Engineer review.

## 1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect/Engineer's responsive action.
- B. Informational Submittals: Written and graphic information and physical Samples that do not require Architect/Engineer's responsive action. Submittals may be rejected for not complying with requirements.

## 1.3 SUBMITTAL PROCEDURES

- A. Transmit each submittal with Architect/Engineer-accepted form
- B. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.
- C. Identify: Project, Contractor, Subcontractor and supplier, pertinent Drawing and detail number, and Specification Section number appropriate to submittal.
- D. Apply Contractor's stamp, signed or initialed, certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is according to requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite Project and submit electronic submittals via email as PDF electronic files. Coordinate submission of related items.
- F. For each submittal for review, allow 14 days excluding delivery time to and from Contractor.
- G. Identify variations in Contract Documents and product or system limitations that may be detrimental to successful performance of completed Work.
- H. Allow space on submittals for Contractor and Architect/Engineer review stamps.
- I. When revised for resubmission, identify changes made since previous submission.
- J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- K. Submittals not requested will not be recognized nor processed.
- L. Incomplete Submittals: Architect/Engineer will not review. Complete submittals for each item are required. Delays resulting from incomplete submittals are not the responsibility of Architect/Engineer.

## 1.4 CONSTRUCTION PROGRESS SCHEDULES

- A. Comply with Section 013216 - Construction Progress Schedule

## 1.5 PROPOSED PRODUCT LIST

- A. Within 14 days after date of Owner-Contractor Agreement, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, indicate manufacturer, trade name, model or catalog designation, and reference standards.

## 1.6 PRODUCT DATA

- A. Product Data: Action Submittal: Submit to Architect/Engineer for review for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Submit number of copies Contractor requires, plus two copies Architect/Engineer will retain.
- C. Post electronic submittals as PDF electronic files to Project website.
- D. Submit electronic submittals via email as PDF electronic files.
- E. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- F. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- G. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 017000 - Execution and Closeout Requirements.

## 1.7 ELECTRONIC CAD FILES OF PROJECT DRAWINGS

- A. Electronic CAD Files of Project Drawings: May only be used to expedite production of Shop Drawings for the Project. Use for other Projects or purposes is not allowed.
- B. Electronic CAD Files of Project Drawings: Distributed only under the following conditions:
  - 1. Use of files is solely at receiver's risk. Architect/Engineer does not warrant accuracy of files. Receiving files in electronic form does not relieve receiver of responsibilities for measurements, dimensions, and quantities set forth in Contract Documents. In the event of ambiguity, discrepancy, or conflict between information on electronic media and that in Contract Documents, notify Architect/Engineer of discrepancy and use information in hard-copy Drawings and Specifications.
  - 2. CAD files do not necessarily represent the latest Contract Documents, existing conditions, and as-built conditions. Receiver is responsible for determining and complying with these conditions and for incorporating addenda and modifications.
  - 3. User is responsible for removing information not normally provided on Shop Drawings and removing references to Contract Documents. Shop Drawings submitted with information associated with other trades or with references to Contract Documents will not be reviewed and will be immediately returned.

4. Receiver shall not hold Architect/Engineer responsible for data or file clean-up required to make files usable, nor for error or malfunction in translation, interpretation, or use of this electronic information.
5. Receiver shall understand that even though Architect/Engineer has computer virus scanning software to detect presence of computer viruses, there is no guarantee that computer viruses are not present in files or in electronic media.
6. Receiver shall not hold Architect/Engineer responsible for such viruses or their consequences, and shall hold Architect/Engineer harmless against costs, losses, or damage caused by presence of computer virus in files or media.

## 1.8 SHOP DRAWINGS

- A. Shop Drawings: Action Submittal: Submit to Architect/Engineer for assessing conformance with information given and design concept expressed in Contract Documents.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. When required by individual Specification Sections, provide Shop Drawings signed and sealed by a professional Engineer responsible for designing components shown on Shop Drawings.
  1. Include signed and sealed calculations to support design.
  2. Submit Shop Drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
  3. Make revisions and provide additional information when required by authorities having jurisdiction.
- D. Submit electronic submittals via email as PDF electronic files.
- E. After review, produce copies and distribute according to "Submittal Procedures" Article and for record documents described in Section 017000 - Execution and Closeout Requirements.

## 1.9 SAMPLES

- A. Aggregate

## 1.10 OTHER SUBMITTALS

- A. Closeout Submittals: Comply with Section 017000 - Execution and Closeout Requirements.
- B. Informational Submittal: Submit data for Architect/Engineer's knowledge as Contract administrator or for Owner.
- C. Submit information for assessing conformance with information given and design concept expressed in Contract Documents.

#### 1.11 TEST REPORTS

- A. Informational Submittal: Submit reports for Architect/Engineer's knowledge as Contract administrator or for Owner.
- B. Submit test reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

#### 1.12 CERTIFICATES

- A. Informational Submittal: Submit certification by manufacturer, installation/application Subcontractor, or Contractor to Architect/Engineer, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product but must be acceptable to Architect/Engineer.

#### 1.13 MANUFACTURER'S INSTRUCTIONS

- A. Informational Submittal: Submit manufacturer's installation instructions for Architect/Engineer's knowledge as Contract administrator or for Owner.
- B. Submit printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing, to Architect/Engineer in quantities specified for Product Data.
- C. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

#### 1.14 MANUFACTURER'S FIELD REPORTS

- A. Informational Submittal: Submit reports for Architect/Engineer's knowledge as Contract administrator or for Owner.
- B. Submit report within 48 hours of observation to Architect/Engineer for information.
- C. Submit reports for information for assessing conformance with information given and design concept expressed in Contract Documents.

#### 1.15 ERECTION DRAWINGS

- A. Informational Submittal: Submit Drawings for Architect/Engineer's knowledge as Contract administrator or for Owner.
- B. Submit Drawings for information assessing conformance with information given and design concept expressed in Contract Documents.

- C. Data indicating inappropriate or unacceptable Work may be subject to action by Architect/Engineer or Owner.

#### 1.16 CONSTRUCTION PHOTOGRAPHS

- A. Provide photographs of construction throughout progress of Work produced by photographer acceptable to Architect/Engineer.

#### 1.17 CONTRACTOR REVIEW

- A. Review for compliance with Contract Documents and approve submittals before transmitting to Architect/Engineer.
- B. Contractor: Responsible for:
  - 1. Determination and verification of materials including manufacturer's catalog numbers.
  - 2. Determination and verification of field measurements and field construction criteria.
  - 3. Checking and coordinating information in submittal with requirements of Work and of Contract Documents.
  - 4. Determination of accuracy and completeness of dimensions and quantities.
  - 5. Confirmation and coordination of dimensions and field conditions at Site.
  - 6. Construction means, techniques, sequences, and procedures.
  - 7. Safety precautions.
  - 8. Coordination and performance of Work of all trades.
- C. Stamp, sign or initial, and date each submittal to certify compliance with requirements of Contract Documents.
- D. Do not fabricate products or begin Work for which submittals are required until approved submittals have been received from Architect/Engineer.

#### 1.18 ARCHITECT/ENGINEER REVIEW

- A. Do not make "mass submittals" to Architect/Engineer. "Mass submittals" are defined as six or more submittals or items in one day or 15 or more submittals or items in one week. If "mass submittals" are received, Architect/Engineer's review time stated above will be extended as necessary to perform proper review. Architect/Engineer will review "mass submittals" based on priority determined by Architect/Engineer after consultation with Owner and Contractor.
- B. Informational submittals and other similar data are for Architect/Engineer's information, do not require Architect/Engineer's responsive action, and will not be reviewed or returned with comment.
- C. Submittals made by Contractor that are not required by Contract Documents may be returned without action.
- D. Submittal approval does not authorize changes to Contract requirements unless accompanied by Change Order

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 01 3300

SECTION 01 4000  
QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Quality control.
- B. Tolerances.
- C. References.
- D. Labeling.
- E. Mockup requirements.
- F. Testing and inspection services.
- G. Manufacturers' field services.

1.2 QUALITY CONTROL

- A. Monitor quality control over suppliers, manufacturers, products, services, Site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with specified standards as the minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- C. Perform Work using persons qualified to produce required and specified quality.
- D. Products, materials, and equipment may be subject to inspection by Architect/Engineer and Owner at place of manufacture or fabrication. Such inspections shall not relieve Contractor of complying with requirements of Contract Documents.
- E. Supervise performance of Work in such manner and by such means to ensure that Work, whether completed or in progress, will not be subjected to harmful, dangerous, damaging, or otherwise deleterious exposure during construction period.

1.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

- B. Comply with manufacturers' recommended tolerances and tolerance requirements in reference standards. When such tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

#### 1.4 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current as of date of Contract Documents except where specific date is established by code.
- C. Obtain copies of standards and maintain on Site when required by product Specification Sections.
- D. When requirements of indicated reference standards conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- E. Neither contractual relationships, duties, or responsibilities of parties in Contract nor those of Architect/Engineer shall be altered from Contract Documents by mention or inference in reference documents.

#### 1.5 LABELING

- A. Not Used.

#### 1.6 MOCK-UP REQUIREMENTS

- A. Not Used.

#### 1.7 TESTING AND INSPECTION SERVICES

- A. Employ and pay for services of an independent testing agency or laboratory acceptable to Owner to perform specified testing.
  - 1. Before starting Work, submit testing laboratory name, address, and telephone number, and names of full-time Professional Engineer and responsible officer.
  - 2. Submit copy of report of laboratory facilities' inspection made by Materials Reference Laboratory of National Bureau of Standards during most recent inspection, with memorandum of remedies of deficiencies reported by inspection.
- B. Independent firm will perform tests, inspections, and other services specified in individual Specification Sections and as required by Architect/Engineer, and authorities having jurisdiction.
  - 1. Laboratory: Authorized to operate in State of Ohio.

2. Laboratory Staff: Maintain full-time Professional Engineer on staff to review services.
  3. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to National Bureau of Standards or accepted values of natural physical constants.
- C. Testing, inspections, and source quality control may occur on or off Project Site. Perform off-Site testing as required by Architect/Engineer or Owner.
- D. Reports shall be submitted by independent firm to Architect/Engineer, Contractor, and authorities having jurisdiction, in duplicate, indicating observations and results of tests and compliance or noncompliance with Contract Documents.
1. Submit final report indicating correction of Work previously reported as noncompliant.
- E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
1. Notify Architect/Engineer and independent firm 24 hours before expected time for operations requiring services.
  2. Make arrangements with independent firm and pay for additional Samples and tests required for Contractor's use.
- F. Employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work according to requirements of Contract Documents.
- G. Retesting or re-inspection required because of nonconformance with specified or indicated requirements shall be performed by same independent firm on instructions from Architect/Engineer. Payment for retesting or re-inspection will be charged to Contractor by deducting testing charges from Contract Sum/Price.
- H. Agency Responsibilities:
1. Test Samples of mixes submitted by Contractor.
  2. Provide qualified personnel at Site. Cooperate with Architect/Engineer and Contractor in performance of services.
  3. Perform indicated sampling and testing of products according to specified standards.
  4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  5. Promptly notify Architect/Engineer and Contractor of observed irregularities or nonconformance of Work or products.
  6. Perform additional tests required by Architect/Engineer.
  7. Attend preconstruction meetings and progress meetings.
- I. Agency Reports: After each test, promptly submit two copies of report to Architect/Engineer, Contractor, and authorities having jurisdiction. When requested by Architect/Engineer, provide interpretation of test results. Include the following:
1. Date issued.
  2. Project title and number.
  3. Name of inspector.
  4. Date and time of sampling or inspection.
  5. Identification of product and Specification Section.

6. Location in Project.
7. Type of inspection or test.
8. Date of test.
9. Results of tests.
10. Conformance with Contract Documents.

J. Limits on Testing Authority:

1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
2. Agency or laboratory may not approve or accept any portion of the Work.
3. Agency or laboratory may not assume duties of Contractor.
4. Agency or laboratory has no authority to stop the Work.

1.8 MANUFACTURER'S FIELD SERVICES

- A. When specified in individual Specification Sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe Site conditions, conditions of surfaces and installation, quality of workmanship, startup of equipment, testing, adjusting, and balancing of equipment, commissioning as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of observer to Architect/Engineer 14 days in advance of required observations. Observer is subject to approval of Architect/Engineer and Owner.
- C. Report observations and Site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturer's written instructions.
- D. Refer to Section 013300 - Submittal Procedures, "Manufacturer's Field Reports" Article.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 01 4000

## SECTION 01 5000

### TEMPORARY FACILITIES AND CONTROLS

#### PART 1 - GENERAL

##### 1.1 SECTION INCLUDES

###### A. Temporary Utilities:

1. Temporary electricity.
2. Temporary lighting for construction purposes.
3. Temporary heating.
4. Temporary cooling.
5. Temporary ventilation.
6. Communication services.
7. Temporary water service.
8. Temporary sanitary facilities.

###### B. Construction Facilities:

1. Field offices and sheds.
2. Vehicular access.
3. Parking.
4. Progress cleaning and waste removal.
5. Project identification.
6. Traffic regulation.
7. Fire-prevention facilities.

###### C. Temporary Controls:

1. Barriers.
2. Enclosures and fencing.
3. Security.
4. Water control.
5. Dust control.
6. Erosion and sediment control.
7. Noise control.
8. Pest and rodent control.
9. Pollution control.

###### D. Removal of utilities, facilities, and controls.

##### 1.2 REFERENCES

###### A. ASTM International:

20379  
04/27/2026

01 5000 - 1

TEMPORARY FACILITIES AND CONTROLS  
BLANDY WATERLINE RELOCATION  
LOW PRESSURE SYSTEM - PHASE I

1. ASTM E 84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
2. ASTM E 90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements.
3. ASTM E 119 - Standard Test Methods for Fire Tests of Building Construction and Materials.

### 1.3 TEMPORARY FACILITIES

#### A. Temporary Provisions Provided by Contractor:

1. Temporary barriers, barricades, etc.
2. Temporary field offices.
3. Cleaning during construction.
4. Access roads and approaches.
5. Temporary sanitary facilities.
6. Temporary electrical service and distribution system for power and lighting.
7. Temporary telephone and internet service.

#### B. Each Contractor: Coordinate provisions and provide the following items as necessary for execution of the Work including associated costs:

1. Construction aids.
2. Temporary fire protection, dust control, erosion and sediment control, water control, noise control, and other necessary temporary controls.
3. Temporary barriers, barricades, and similar devices as necessary for safety and protection of construction personnel and public.
4. Temporary tree and plant protection.
5. Temporary provisions for protection of installed Work.

### 1.4 TEMPORARY ELECTRICITY **(Not Used)**

- A. Provide and pay for power service required from utility source as needed for construction operation.
- B. Complement existing power service capacity and characteristics as required for construction operations.
- C. Provide power outlets with branch wiring and distribution boxes located as required for construction operations. Provide suitable, flexible power cords as required for portable construction tools and equipment.
- D. Provide main service disconnect and overcurrent protection at convenient location.
- E. Permanent convenience receptacles may be used during construction.
- F. Provide distribution equipment, wiring, and outlets for single-phase branch circuits for power and lighting.

## 1.5 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain lighting for construction operations.
- B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, lamps, and the like, for specified lighting levels.
- C. Maintain lighting and provide routine repairs.

## 1.6 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Existing facility use is not permitted. Provide facilities at time of Project mobilization.

## 1.7 FIELD OFFICES AND SHEDS

- A. Not Used.

## 1.8 VEHICULAR ACCESS

- A. Construct temporary access roads from public thoroughfares to serve construction area, of width and load-bearing capacity to accommodate unimpeded traffic for construction purposes.
- B. Construct temporary bridges and culverts to span low areas and allow unimpeded drainage.
- C. Extend and relocate vehicular access as Work progress requires and provide detours as necessary for unimpeded traffic flow.
- D. Provide unimpeded access for emergency vehicles.
- E. Provide and maintain access to fire hydrants and control valves free of obstructions.
- F. Provide means of removing mud from vehicle wheels before entering streets.
- G. Use designated existing on-Site roads for construction traffic.

## 1.9 PARKING

- A. Coordinate parking with Owner. Provide temporary surface parking areas to accommodate construction personnel if necessary.
- B. If Site space is not adequate, provide additional off-Site parking.
- C. Tracked vehicles are not allowed on paved areas.
- D. Permanent Pavements and Parking Facilities:

1. Before Substantial Completion, bases for permanent roads and parking areas may be used for construction traffic.
2. Avoid traffic loading beyond paving design capacity. Tracked vehicles are not allowed.

E. Maintenance:

1. Maintain traffic and parking areas in sound condition.
2. Maintain existing and permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original condition.

F. Removal, Repair:

1. Remove temporary materials and construction at Substantial Completion.
2. Repair existing and permanent facilities damaged by use, to original condition.

G. Mud from Site vehicles: Provide means of removing mud from vehicle wheels before entering streets.

#### 1.10 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain Site in clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, before enclosing spaces.
- C. Broom and vacuum clean interior areas before starting surface finishing and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and rubbish from Site weekly and dispose of off-Site.

#### 1.11 PROJECT IDENTIFICATION

A. Project Identification Sign:

1. Not Used.

#### 1.12 TRAFFIC REGULATION

A. Signs, Signals, and Devices:

1. Post-Mounted and Wall-Mounted Traffic Control and Informational Signs: As approved by authorities having jurisdiction.
2. Traffic Cones, Drums, Flares, and Lights: As approved by authorities having jurisdiction.
3. Flag Person Equipment: As required by authorities having jurisdiction.

- B. Flag Persons: Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes.
- C. Flares and Lights: Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.
- D. Haul Routes:
  - 1. Consult with authorities having jurisdiction and establish public thoroughfares to be used for haul routes and Site access.
  - 2. Drawings indicate haul routes designated by authorities having jurisdiction for use by construction traffic.
  - 3. Confine construction traffic to designated haul routes.
  - 4. Provide traffic control at critical areas of haul routes to regulate traffic and to minimize interference with public traffic.
- E. Traffic Signs and Signals:
  - 1. Provide signs at approaches to Site and on Site, at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
  - 2. Provide, operate, and maintain traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor's control and areas affected by Contractor's operations.
  - 3. Relocate signs and signals as Work progresses, to maintain effective traffic control.
- F. Removal:
  - 1. Remove equipment and devices at Substantial Completion.
  - 2. Repair damage caused by installation.

#### 1.13 FIRE-PREVENTION FACILITIES

- A. Prohibit smoking within all Work areas.

#### 1.14 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Tree and Plant Protection: Preserve and protect existing trees and plants designated to remain.
  - 1. Protect areas within drip lines from traffic, parking, storage, dumping, chemically injurious materials and liquids, ponding, and continuous running water.
  - 2. Replace trees and plants damaged by construction operations.
- C. Protect non-owned vehicular traffic, stored materials, Site, and structures from damage.

## 1.15 ENCLOSURES AND FENCING

1. Not Used.

## 1.16 SECURITY

### A. Security Program:

1. Protect Work from theft, vandalism, and unauthorized entry.
2. Initiate program at Project mobilization.
3. Maintain program throughout construction period until Owner's acceptance precludes need for Contractor's security.

### B. Entry Control:

1. Restrict entrance of persons and vehicles to Project Site.
2. Allow entrance only to authorized persons with proper identification.
3. Maintain log of workers and visitors and make available to Owner on request.
4. Coordinate access of Owner's personnel to Site in coordination with Owner's security forces.

### C. Personnel Identification:

1. Provide identification badge for each person authorized to enter premises.
2. Maintain list of accredited persons and submit copy to Owner on request.
3. Require return of badges at expiration of employment on the Work.

### D. Restrictions:

1. Do not allow cameras on Site or photographs taken except by written approval of Owner.
2. Do no work on days indicated in Owner-Contractor Agreement.

## 1.17 WATER CONTROL

- A. Grade Site to drain. Maintain excavations free of water. Provide, operate, and maintain necessary pumping equipment.
- B. Protect Site from puddles or running water. Provide water barriers as required to protect Site from soil erosion.

## 1.18 DUST CONTROL

- A. Execute Work by methods that minimize raising dust from construction operations.
- B. Provide positive means to prevent airborne dust from dispersing into atmosphere.

#### 1.19 EROSION AND SEDIMENT CONTROL

- A. Plan and execute construction by methods to control surface drainage from cuts and fills from borrow and waste disposal areas. Prevent erosion and sedimentation.
- B. Minimize surface area of bare soil exposed at one time.
- C. Provide temporary measures including berms, dikes, drains, and other devices to prevent water flow.
- D. Construct fill and waste areas by selective placement to avoid erosive surface silts and clays.
- E. Periodically inspect earthwork to detect evidence of erosion and sedimentation. Promptly apply corrective measures.
- F. Comply with sediment and erosion control plan generally indicated on Drawings, and provide additional controls as necessary throughout the construction period.

#### 1.20 NOISE CONTROL

- A. Provide methods, means, and facilities to minimize noise produced by construction operations.

#### 1.21 PEST AND RODENT CONTROL

- A. Provide methods, means, and facilities to prevent pests and insects from damaging the Work.
- B. Provide methods, means, and facilities to prevent rodents from accessing or invading premises.

#### 1.22 POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances and pollutants produced by construction operations.
- B. Comply with pollution and environmental control requirements of authorities having jurisdiction.

#### 1.23 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials before Substantial Completion inspection.
- B. Grade Site as indicated on Drawings, and to promote site wide positive drainage.
- C. Clean and repair damage caused by installation or use of temporary Work.
- D. Restore existing and permanent facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 01 5000

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TEMPORARY FACILITIES AND CONTROLS  
BLANDY WATERLINE RELOCATION  
LOW PRESSURE SYSTEM - PHASE I

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## SECTION 01 7000

### EXECUTION AND CLOSEOUT REQUIREMENTS

#### PART 1 - GENERAL

##### 1.1 SECTION INCLUDES

- A. Examination.
- B. Preparation.
- C. Coordination of Owner's portion of the Work.
- D. Field engineering.
- E. Execution.
- F. Cutting and patching.
- G. Protecting installed construction.
- H. Starting of systems.
- I. Demonstration and instruction.
- J. Testing, adjusting, and balancing.
- K. Closeout procedures.
- L. Project record documents.
- M. Operation and maintenance data.
- N. Manual for materials and finishes.
- O. Manual for equipment and systems.
- P. Spare parts and maintenance products.
- Q. Product warranties and product bonds.
- R. Maintenance service.
- S. Final cleaning.

## 1.2 EXAMINATION

- A. Verify that existing Site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual Specification Sections.
- D. Verify that utility services are available with correct characteristics and in correct locations.

## 1.3 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance according to manufacturer's instructions.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer-required or -recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

## 1.4 COORDINATION OF OWNER'S PORTION OF THE WORK

- A. Not Used.

## 1.5 FIELD ENGINEERING

- A. Employ land surveyor registered in State of Ohio and acceptable to Architect/Engineer.
- B. Locate and protect survey controls and reference points. Promptly notify Architect/Engineer of discrepancies discovered.
- C. Control datum for survey is indicated on Drawings.
- D. Verify setbacks and easements; confirm Drawing dimensions and elevations.
- E. Provide field engineering services. Establish elevations, lines, and levels using recognized engineering survey practices.
- F. Submit copy of Site drawing signed by land surveyor certifying elevations and locations of the Work are in conformance with Contract Documents.
- G. Maintain complete and accurate log of control and survey Work as Work progresses.
- H. On completion of major Site improvements, prepare certified survey illustrating dimensions, locations, angles, and elevations of construction and Site Work.

- I. Protect survey control points prior to starting Site Work; preserve permanent reference points during construction.
- J. Promptly report to Architect/Engineer loss or destruction of reference point or relocation required because of changes in grades or other reasons.
- K. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect/Engineer.
- L. Final Property Survey: Prior to Substantial Completion, prepare final property survey illustrating locations, dimensions, angles, and elevations of buildings and Site Work that have resulted from construction indicating their relationship to permanent bench marks and property lines.
  - 1. Show significant features (real property) for Project.
  - 2. Include certification on survey, signed by surveyor, that principal metes, bounds, lines, levels, and elevations of Project are accurately shown.

## 1.6 EXECUTION

- A. Comply with manufacturer's installation instructions, performing each step in sequence. Maintain one set of manufacturer's installation instructions at Project Site during installation and until completion of construction.
- B. When manufacturer's installation instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Verify that field measurements are as indicated on approved Shop Drawings or as instructed by manufacturer.
- D. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
  - 1. Secure Work true to line and level and within specified tolerances, or if not specified, industry-recognized tolerances.
  - 2. Physically separate products in place and provide electrical insulation or protective coatings to prevent galvanic action or corrosion between dissimilar metals.
  - 3. Exposed Joints: Provide uniform joint width and arrange to obtain best visual effect. Refer questionable visual effect choices to Architect/Engineer for final decision.
- E. Allow for expansion of materials and movement.
- F. Climatic Conditions and Project Status: Install each unit of Work under conditions to ensure best possible results in coordination with entire Project.
  - 1. Isolate each unit of Work from incompatible Work as necessary to prevent deterioration.
  - 2. Coordinate enclosure of Work with required inspections and tests to minimize necessity of uncovering Work for those purposes.
- G. Mounting Heights: Where not indicated, mount individual units of Work at industry-recognized standard mounting heights for particular application indicated.

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EXECUTION AND CLOSEOUT REQUIREMENTS  
BLANDY WATERLINE RELOCATION  
LOW PRESSURE SYSTEM - PHASE I

1. Refer questionable mounting height choices to Architect/Engineer for final decision.
2. Elements Identified as Handicap Accessible: Comply with applicable codes and regulations.

H. Adjust operating products and equipment to ensure smooth and unhindered operation.

I. Clean and perform maintenance on installed Work as frequently as necessary through remainder of construction period. Lubricate operable components as recommended by manufacturer.

#### 1.7 CUTTING AND PATCHING

A. Not Used.

#### 1.8 PROTECTING INSTALLED CONSTRUCTION

A. Protect installed Work and provide special protection where specified in individual Specification Sections.

B. Provide temporary and removable protection for installed products. Control activity in immediate Work area to prevent damage.

C. Prohibit traffic from landscaped areas.

#### 1.9 STARTING OF SYSTEMS

A. Refer to Section 017500 – Starting and Adjusting.

#### 1.10 DEMONSTRATION AND INSTRUCTION

A. Refer to Section 017500 – Starting and Adjusting.

#### 1.11 TESTING, ADJUSTING, AND BALANCING

A. Refer to Section 017500 – Starting and Adjusting.

#### 1.12 CLOSEOUT PROCEDURES

A. Prerequisites to Substantial Completion: Complete following items before requesting Certification of Substantial Completion, either for entire Work or for portions of Work:

1. Submit maintenance manuals, Project record documents, and other similar final record data in compliance with this Section.
2. Complete facility startup, testing, adjusting, balancing of systems and equipment, demonstrations, and instructions to Owner's operating and maintenance personnel as specified in compliance with this Section.

3. Conduct inspection to establish basis for request that Work is substantially complete. Create comprehensive list (initial punch list) indicating items to be completed or corrected, value of incomplete or nonconforming Work, reason for being incomplete, and date of anticipated completion for each item. Include copy of list with request for Certificate of Substantial Completion.
4. Obtain and submit releases enabling Owner's full, unrestricted use of Project and access to services and utilities. Include certificate of occupancy, operating certificates, and similar releases from authorities having jurisdiction and utility companies.
5. Deliver tools, spare parts, extra stocks of material, and similar physical items to Owner.
6. Discontinue or change over and remove temporary facilities and services from Project Site, along with construction tools, mockups, and similar elements.
7. Perform final cleaning according to this Section.

B. Substantial Completion Inspection:

1. When Contractor considers Work to be substantially complete, submit to Architect/Engineer and Owner:
  - a. Written certificate that Work, or designated portion, is substantially complete.
  - b. List of items to be completed or corrected (initial punch list).
2. Within seven days after receipt of request for Substantial Completion, Architect/Engineer and Owner will make inspection to determine whether Work or designated portion is substantially complete.
3. Should Architect/Engineer and Owner determine that Work is not substantially complete:
  - a. Architect/Engineer and Owner will promptly notify Contractor in writing, stating reasons for its opinion.
  - b. Contractor shall remedy deficiencies in Work and send second written request for Substantial Completion to Architect/Engineer and Owner.
  - c. Architect/Engineer and Owner will reinspect Work.
  - d. Redo and Inspection of Deficient Work: Repeated until Work passes Architect/Engineer and Owner inspection.
4. When Architect/Engineer and Owner finds that Work is substantially complete, Architect/Engineer and Owner will:
  - a. Prepare Certificate of Substantial Completion accompanied by Contractor's list of items to be completed or corrected as verified and amended by Architect/Engineer and Owner (final punch list).
  - b. Submit Certificate to Owner and Contractor for their written acceptance of responsibilities assigned to them in Certificate.
5. After Work is substantially complete, Contractor shall:
  - a. Allow Owner occupancy of Project under provisions stated in Certificate of Substantial Completion.
  - b. Complete Work listed for completion or correction within time period stipulated.

C. Prerequisites for Final Completion: Complete following items before requesting final acceptance and final payment.

1. When Contractor considers Work to be complete, submit written certification that:
  - a. Contract Documents have been reviewed.
  - b. Work has been examined for compliance with Contract Documents.
  - c. Work has been completed according to Contract Documents.
  - d. Work is completed and ready for final inspection.

2. Submittals: Submit following:
  - a. Final punch list indicating all items have been completed or corrected.
  - b. Final payment request with final releases and supporting documentation not previously submitted and accepted. Include certificates of insurance for products and completed operations where required.
  - c. Specified warranties, workmanship/maintenance bonds, maintenance agreements, and other similar documents.
  - d. Accounting statement for final changes to Contract Sum.
  - e. Contractor's affidavit of payment of debts and claims.
  - f. Contractor affidavit of release of liens.
  - g. Consent of surety to final payment.
3. Perform final cleaning for Contractor-soiled areas according to this Section.

D. Final Completion Inspection:

1. Within seven days after receipt of request for final inspection, Architect/Engineer and Owner will make inspection to determine whether Work or designated portion is complete.
2. Should Architect/Engineer and Owner consider Work to be incomplete or defective:
  - a. Architect/Engineer and Owner will promptly notify Contractor in writing, listing incomplete or defective Work.
  - b. Contractor shall remedy stated deficiencies and send second written request to Architect/Engineer and Owner that Work is complete.
  - c. Architect/Engineer and Owner will reinspect Work.
  - d. Redo and Inspection of Deficient Work: Repeated until Work passes Architect/Engineer and Owner inspection.

## 1.13 PROJECT RECORD DOCUMENTS

- A. Maintain on Site one set of the following record documents; record actual revisions to the Work:
  1. Drawings.
  2. Specifications.
  3. Addenda.
  4. Change Orders and other modifications to the Contract.
  5. Reviewed Shop Drawings, product data, and Samples.
  6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record, at each product Section, description of actual products installed, including the following:
  1. Manufacturer's name and product model and number.
  2. Product substitutions or alternates used.
  3. Changes made by Addenda, bulletin, Change Order, and modifications.

- F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction as follows:
  - 1. Include Contract modifications such as Addenda, supplementary instructions, change directives, field orders, minor changes in the Work, and change orders.
  - 2. Identify depth of buried utility lines.
  - 3. Identify and locate existing buried or concealed items encountered during Project.
  - 4. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - 5. Field changes of dimension and detail.
  - 6. Details not on original Drawings.
- G. Provide other asbuilt documentation as defined within Project General Conditions, along with Supplemental Conditions.
- H. Submit marked-up paper copy documents to Architect/Engineer before Substantial Completion.
- I. Submit PDF electronic files of marked-up documents to Architect/Engineer before Substantial Completion.

#### 1.14 OPERATION AND MAINTENANCE DATA

- A. Refer to Section 017823 – Operation and Maintenance Data.

#### 1.15 MANUAL FOR MATERIALS AND FINISHES

- A. Refer to Section 017823 – Operation and Maintenance Data.

#### 1.16 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Refer to Section 017823 – Operation and Maintenance Data.

#### 1.17 SPARE PARTS AND MAINTENANCE PRODUCTS

- A. Extra Stock: Where the basic unit of material supplied is in boxes, packages, cans or other containers, supply a minimum of one complete container. Where the material is yard goods, turn over all excess material (except small scraps) to the Owner for extra stock, in addition to specified amounts. In each case, supply at least one unit or item of each type, size, material and color used in the work from the same manufactured lot as the materials installed.
- B. Submit a list of all spare parts provided in a Table with the description, number of parts, specification, related piece of equipment, and location stored.

1.18 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Obtain warranties and bonds executed in duplicate by responsible Subcontractors, suppliers, and manufacturers within ten days after completion of applicable item of Work.
- B. Execute and assemble transferable warranty documents and bonds from Subcontractors, suppliers, and manufacturers.
- C. Verify documents are in proper form, contain full information, and are notarized.
- D. Co-execute submittals when required.
- E. Include table of contents and assemble in three D side ring binder with durable plastic cover.
- F. Submit prior to final Application for Payment.
- G. Time of Submittals:
  - 1. Make other submittals within ten days after date of Substantial Completion, prior to final Application for Payment.
  - 2. For items of Work for which acceptance is delayed beyond Substantial Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

1.19 MAINTENANCE SERVICE

- A. Not Used.

1.20 FINAL CLEANING

- A. Clean Site; sweep paved areas, rake clean landscaped surfaces.
- B. Remove waste and surplus materials, rubbish, and construction facilities from Site.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION - Not Used

END OF SECTION 01 7000

## SECTION 01 7400

### WARRANTIES AND GUARANTEES

#### PART 1 GENERAL

##### 1.1 DESCRIPTION

This Section provides procedures and requirements for warranting the Work. The enumerated warranties herein shall in no way abrogate any implied warranties as associated with goods supplied under this Contract.

##### 1.2 SUMMARY

###### A. Work included:

1. Preparation of Warranties for submittal.
2. Requirements for the content and submittal of Warranties.
3. Warranty repairs and replacements.

##### 1.3 DEFINITIONS

###### A. Warranty:

1. There are three general types of warranties required for this Work; all are made to the Owner:

###### a. Contractor's Express Warranty

A formal statement that the Contractor warrants to the Owner that materials and equipment furnished under the Contract are of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work is free from defects not inherent in the quality required or permitted, that the Work conforms to the requirements of the Contract Documents, that the Work is complete and fully functional, and that any failure to conform to these stipulations, or the occurrence of any defects or failures in the Work, shall be remedied by the Contractor. Work not conforming to these requirements, including substitutions not properly approved and authorized, shall be considered defective. The Contractor's Express Warranty excludes remedy for damage or defect caused by abuse, improper or insufficient maintenance, improper operation, or normal wear and tear under intended usage. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment furnished. The Contractor shall be aware that the Contractor's Express Warranty is the warranty upon which the Owner chiefly relies to insure the integrity and serviceability of the Work.

###### b. Special Express Warranties

The form, format, and conditions of Special Express Warranties are described in the various specification Sections of the Contract Documents. These are formal warranties above and beyond the Contractor's Express Warranty and manufacturer's standard warranties. These warranties may be based on performance, power consumption, maintenance projections or other operating parameters. Extended warranties, service contracts and performance bonds are also included under this category.

c. Manufacturer's Extended Express Warranties

These are formal statements or certifications by manufacturers which warrant to the Owner that products and equipment are free from defects in material and workmanship. These are warranties issued with products and equipment which supplement the Contractor's Warranty and extend coverage past the expiration of the Contractor's Warranty. Included with the Manufacturer's Express Warranty data shall be notification of the availability of any extension to standard warranty, including terms.

1.4 SUBMITTALS

- A. As a part of the submittals for each item of equipment or group of equipment items, include a DRAFT Warranty containing all of the language and terms specified.
- B. Following completion of the terms for establishment of the Warranty specified, prepare Warranties for submittal per the following:
  - 1. Warranties for products or portions of the Work, established on a particular date as specified herein, may be submitted as a group.
  - 2. Label each submittal with the title WARRANTY, the project name and effective date, the Contractor's name, address, and telephone number.
  - 3. A Table of Contents shall be included identifying each item with the number and title of Specification Section and the name of the product or Work item.
  - 4. Separate Warranty for each specification Section item with index tab sheets. Label tabs to conform to Table of Contents.
- C. Content of Warranty - The Warranty shall contain, as applicable:
  - 1. Effective starting date and end date of the Warranty period.
  - 2. Statement of the terms and conditions of the Warranty, if any.
  - 3. Statement of all Operating and Maintenance information has been provided and approved.
  - 4. Statement that all training and training materials have been provided and approved.
  - 5. Statement that the equipment or system has been reviewed and accepted by the manufacturer in accordance with provisions of the individual Sections in Divisions 2 through 46 of the Specifications, as applicable.
  - 6. Certification by the Contractor and/or Manufacturer that the statements noted above are true and correct. This certification shall be signed by a person authorized to sign documents on behalf of the Contractor.
- D. Special warranties, as required by individual Sections in Divisions 2 through 46 of the Specifications, shall be submitted in accordance with the requirements of this Section.

## PART 2 PRODUCTS

### 2.1 WARRANTY TERMS AND COVERAGE

#### A. Term or Period:

The Contractor's Express Warranty shall extend for one calendar year from the date of Final Completion of the Work or acceptance date of the product or portion of Work thereof, whichever is the later date. Special Express Warranties and Manufacturer's Express Extended Warranties shall have the term given in the specification Section describing them.

#### B. Contractor's Responsibilities:

1. During the Warranty period, the Contractor is responsible for repair or replacement of all failures and defects, exclusive of ordinary and routine maintenance and failures directly traceable to the lack thereof. This requirement shall be thoroughly explained by the Contractor to all prospective equipment suppliers.
2. The provisions of any usual Warranties, terms of sale, etc., by suppliers shall not be substituted for this requirement, except where such provides an extended Warranty beyond the requirements of this Section.

## PART 3 EXECUTION

### 3.1 EXECUTION OF WARRANTY

The approved DRAFT Warranty will be executed and placed in effect as the FINAL Warranty on the date of Final Completion of the Work for the specific equipment item or group named in the Warranty.

END OF SECTION 01 7400

## SECTION 01 7500

### STARTING AND ADJUSTING

#### PART 1 GENERAL

- A. The requirements of Division 01 apply to the work of all other sections.

#### 1.2 SCOPE

- A. This Section includes the initial testing and balancing of all process, mechanical, and electrical systems.

#### 1.3 TESTING, ADJUSTING AND BALANCING SYSTEMS

##### A. Testing

1. Contractor shall establish an orderly procedure for testing the project and portions of the project.
2. Contractor shall test each individual system prior to final acceptance.
3. Prior to starting any testing, Contractor shall submit, in writing, to the Owner and Engineer a tentative schedule of tests and a description of the test to be conducted on each system for approval.
4. Engineer shall observe all testing.
5. Contractor shall be responsible for operation and maintenance of all systems until accepted by the Owner, at which time the Owner assumes responsibility for operation and maintenance.
6. Test all systems or structures after they are complete, ready for operation, and the necessary arrangements have been made to provide testing media.
  - a. Contractor shall provide all test media, unless otherwise indicated.
  - b. Test with water all liquid systems, including liquid chemicals.
7. Tests shall verify that all components of the system operate properly through the full design ranges.
8. Test completion shall not, by itself, constitute acceptance of the system or any part of the system.
9. Contractor shall provide all materials necessary to conduct tests, unless otherwise indicated.

##### B. Adjusting

1. Contractor shall be responsible for making necessary adjustments and repairs to items he has installed.
2. When testing indicates deficiencies in any portion of the work, Contractor shall make necessary adjustments and repairs immediately. Repeat the test until all deficiencies are corrected.

#### 1.4 SYSTEMS DEMONSTRATIONS

- A. Where required, instruct Owner's personnel in operating procedures, maintenance, safety precautions, and use of manuals and other literature.

END OF SECTION 01 7500

## SECTION 03 3000

### CAST-IN-PLACE CONCRETE

#### PART 1 - GENERAL

##### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

##### 1.2 SUMMARY

- A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.
- B. Related Requirements:
  - 1. Section 312000 "Earth Moving" for drainage fill under slabs-on-grade.

##### 1.3 DEFINITIONS

- A. Cementitious Materials: Portland cement alone or in combination with one or more of the following: blended hydraulic cement, fly ash, slag cement, other pozzolans, and silica fume; materials subject to compliance with requirements.
- B. W/C Ratio: The ratio by weight of water to cementitious materials.

##### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
  - 1. Indicate amounts of mixing water to be withheld for later addition at Project site.
- C. Steel Reinforcement Shop Drawings: Placing Drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.
- D. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.
  - 1. Location of construction joints is subject to approval of the Engineer.

## 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Material Certificates: For each of the following, signed by manufacturers:
  - 1. Cementitious materials.
  - 2. Admixtures.
  - 3. Form materials and form-release agents.
  - 4. Steel reinforcement and accessories.
  - 5. Curing compounds.
  - 6. Floor and slab treatments.
  - 7. Bonding agents.
  - 8. Adhesives.
  - 9. Vapor retarders.
  - 10. Semirigid joint filler.
  - 11. Joint-filler strips.
  - 12. Repair materials.
- C. Material Test Reports: For the following, from a qualified testing agency:
  - 1. Aggregates: Include service record data indicating absence of deleterious expansion of concrete due to alkali aggregate reactivity.

## 1.6 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs on Project personnel qualified as ACI-certified Flatwork Technician and Finisher and a supervisor who is an ACI-certified Concrete Flatwork Technician.
- B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
  - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."

## 1.7 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on concrete mixtures.

## 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage.

## 1.9 FIELD CONDITIONS

- A. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.
1. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
  2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
  3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.
- B. Hot-Weather Placement: Comply with ACI 301 and ACI 305.1, and as follows:
1. Maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
  2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

## PART 2 - PRODUCTS

### 2.1 CONCRETE, GENERAL

- A. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
1. ACI 301.
  2. ACI 117.

### 2.2 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
1. Plywood, metal, or other approved panel materials.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.
- C. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch, minimum.
- D. Form-Release Agent: Commercially formulated form-release agent that does not bond with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of concrete surfaces.
1. Formulate form-release agent with rust inhibitor for steel form-facing materials.

- E. Form Ties: Factory-fabricated, removable or snap-off glass-fiber-reinforced plastic or metal form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.

## 2.3 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615, Grade 60, deformed.
- B. Deformed-Steel Welded-Wire Reinforcement: ASTM A 1064, flat sheet.

## 2.4 REINFORCEMENT ACCESSORIES

- A. Epoxy Repair Coating: Liquid, two-part, epoxy repair coating; compatible with epoxy coating on reinforcement and complying with ASTM A 775.
- B. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:
  - 1. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.

## 2.5 CONCRETE MATERIALS

- A. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.
- B. Cementitious Materials:
  - 1. Portland Cement: ASTM C 150, Type II.
  - 2. Fly Ash: ASTM C 618, Class F or C.
  - 3. Slag Cement: ASTM C 989, Grade 100 or 120.
  - 4. Blended Hydraulic Cement: ASTM C 595, Type IS, portland blast-furnace slag cement.
- C. Normal-Weight Aggregates: ASTM C 33, Class 3S coarse aggregate or better, graded. Provide aggregates from a single source.
  - 1. Maximum Coarse-Aggregate Size: **1-1/2 inches** nominal.
  - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- D. Air-Entraining Admixture: ASTM C 260.
- E. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
  - 1. Water-Reducing Admixture: ASTM C 494, Type A.

2. Retarding Admixture: ASTM C 494, Type B.
3. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.
5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494, Type G.
6. Plasticizing and Retarding Admixture: ASTM C 1017, Type II.

F. Water: ASTM C 94 and potable.

## 2.6 VAPOR RETARDERS

A. Sheet Vapor Retarder: ASTM E 1745, Class A. Include manufacturer's recommended adhesive or pressure-sensitive tape.

## 2.7 CURING MATERIALS

A. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.

B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

C. Water: Potable.

## 2.8 RELATED MATERIALS

A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.

## 2.9 CONCRETE MIXTURES, GENERAL

A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.

1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.

B. Cementitious Materials: Use fly ash, pozzolan, slag cement, and silica fume as needed to reduce the total amount of portland cement, which would otherwise be used, by not less than 40 percent.

C. Admixtures: Use admixtures according to manufacturer's written instructions.

1. Use water-reducing high-range water-reducing admixture in concrete, as required, for placement and workability.
2. Use water-reducing and -retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.

## 2.10 CONCRETE MIXTURES FOR BUILDING ELEMENTS

A. Footings: Normal-weight concrete.

1. Minimum Compressive Strength: 4000 psi at 28 days.
2. Maximum W/C Ratio: 0.45.

3. Slump Limit: 5 inches for concrete with verified slump of 2 to 4 inches before adding high-range water-reducing admixture or plasticizing admixture, plus or minus 1 inch.
4. Air Content: 6 percent, plus or minus 1 percent at point of delivery for 1-1/2-inch nominal maximum aggregate size.

B. Slabs-on-Grade: Normal-weight concrete.

1. Minimum Compressive Strength: 4000 psi at 28 days.
2. Maximum W/C Ratio: 0.45.
3. Minimum Cementitious Materials Content: 520 lb/cu. yd.
4. Slump Limit: 5 inches, plus or minus 1 inch.
5. Air Content: 6 percent, plus or minus 1 percent at point of delivery for 1-1/2-inch nominal maximum aggregate size.
6. Air Content: Do not allow air content of trowel-finished floors to exceed 3 percent.

## 2.11 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

## 2.12 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94, and furnish batch ticket information.
1. When air temperature is between 85 and 90 deg F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

## PART 3 - EXECUTION

### 3.1 FORMWORK INSTALLATION

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Construct forms tight enough to prevent loss of concrete mortar.
- D. Construct forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast-concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.

1. Install keyways, reglets, recesses, and the like, for easy removal.
  2. Do not use rust-stained steel form-facing material.
- E. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.
- F. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.
- G. Chamfer exterior corners and edges of permanently exposed concrete.
- H. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.
- I. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- J. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.
- K. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

### 3.2 EMBEDDED ITEM INSTALLATION

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
1. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC 303.

### 3.3 REMOVING AND REUSING FORMS

- A. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material are not acceptable for exposed surfaces. Apply new form-release agent.
- B. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Architect.

### 3.4 VAPOR-RETARDER INSTALLATION

- A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder according to ASTM E 1643 and manufacturer's written instructions.
1. Lap joints 6 inches and seal with manufacturer's recommended tape.

### 3.5 STEEL REINFORCEMENT INSTALLATION

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
  - 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that reduce bond to concrete.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- E. Install welded-wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.

### 3.6 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Engineer.
  - 1. Place joints perpendicular to main reinforcement. Continue reinforcement across construction joints unless otherwise indicated. Do not continue reinforcement through sides of strip placements of floors and slabs.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:
  - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
  - 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- wide joints into concrete when cutting action does not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
- D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
  - 1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface unless otherwise indicated.

2. Terminate full-width joint-filler strips not less than 1/2 inch or more than 1 inch below finished concrete surface where joint sealants, specified in Section 07 9200 "Joint Sealants," are indicated.
3. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.

### 3.7 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections are completed.
- B. Do not add water to concrete during delivery, at Project site, or during placement unless approved by Engineer.
- C. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete is placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
  1. Deposit concrete in horizontal layers of depth not to exceed formwork design pressures and in a manner to avoid inclined construction joints.
  2. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
  3. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations to rapidly penetrate placed layer and at least 6 inches into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to lose plasticity. At each insertion, limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing mixture constituents to segregate.
- D. Deposit and consolidate concrete for floors and slabs in a continuous operation, within limits of construction joints, until placement of a panel or section is complete.
  1. Consolidate concrete during placement operations, so concrete is thoroughly worked around reinforcement and other embedded items and into corners.
  2. Maintain reinforcement in position on chairs during concrete placement.
  3. Screed slab surfaces with a straightedge and strike off to correct elevations.
  4. Slope surfaces uniformly to drains where required.
  5. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane, before excess bleedwater appears on the surface. Do not further disturb slab surfaces before starting finishing operations.

### 3.8 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
  1. Apply to concrete surfaces not exposed to public view.
- B. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent

formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

### 3.9 FINISHING FLOORS AND SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, restraighening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power-driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and restraighening until surface is left with a uniform, smooth, granular texture.
  - 1. Apply float finish to surfaces indicated.
- C. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and elsewhere as indicated.
  - 1. Immediately after float finishing, slightly roughen trafficked surface by brooming with fiber-bristle broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.

### 3.10 MISCELLANEOUS CONCRETE ITEM INSTALLATION

- A. Equipment Bases and Foundations:
  - 1. Coordinate sizes and locations of concrete bases with actual equipment provided.
  - 2. Construct concrete bases 6 inches high unless otherwise indicated, and extend base not less than 6 inches (150 mm) in each direction beyond the maximum dimensions of supported equipment unless otherwise indicated or unless required for seismic anchor support.
  - 3. Minimum Compressive Strength: 4000 psi at 28 days, unless otherwise indicated in the Drawings.
  - 4. Install dowel rods to connect concrete base to concrete floor. Unless otherwise indicated, install dowel rods on 18-inch centers around the full perimeter of concrete base.
  - 5. Prior to pouring concrete, place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
  - 6. Cast anchor-bolt insert into bases. Install anchor bolts to elevations required for proper attachment to supported equipment.

### 3.11 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 305.1 for hot-weather protection during curing.
- B. Unformed Surfaces: Begin curing immediately after finishing concrete. Cure unformed surfaces, including floors and slabs, concrete floor toppings, and other surfaces.
- C. Cure concrete according to ACI 308.1, by one or a combination of the following methods:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
  - a. Water.
  - b. Continuous water-fog spray.
  - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period, using cover material and waterproof tape.

### 3.12 JOINT FILLING

- A. Prepare, clean, and install joint filler according to manufacturer's written instructions.
- B. Remove dirt, debris, saw cuttings, curing compounds, and sealers from joints; leave contact faces of joints clean and dry.
- C. Install semirigid joint filler full depth in saw-cut joints and at least 2 inches deep in formed joints. Overfill joint and trim joint filler flush with top of joint after hardening.

### 3.13 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Engineer. Remove and replace concrete that cannot be repaired and patched to Engineer's approval.

### 3.14 FIELD QUALITY CONTROL

- A. Special Inspections: The Contractor will engage a qualified testing and inspecting agency to perform field tests and inspections and prepare test reports.
- B. Inspections:
  1. Steel reinforcement placement.
  2. Verification of use of required design mixture.
  3. Concrete placement, including conveying and depositing.
  4. Curing procedures and maintenance of curing temperature.
- C. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:
  1. Testing Frequency: Obtain at least one composite sample for each 100 cu. yd. or fraction thereof of each concrete mixture placed each day.
    - a. When frequency of testing provides fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.

2. Slump: ASTM C 143; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
3. Air Content: ASTM C 231, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F and below or 80 deg F and above, and one test for each composite sample.
5. Compression Test Specimens: ASTM C 31.
  - a. Cast and laboratory cure two sets of two standard cylinder specimens for each composite sample and one spare cylinder (hold) for a total of 5 cylinders.
6. Compressive-Strength Tests: ASTM C 39; test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days.
  - a. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.
7. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
8. Test results shall be reported in writing to Engineer, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
9. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but will not be used as sole basis for approval or rejection of concrete.
10. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by Architect. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42 or by other methods as directed by Architect.
11. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.
12. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

END OF SECTION 03 3000

## SECTION 31 1000

### SITE CLEARING

#### PART 1 - GENERAL

##### 1.1 SUMMARY

###### A. Section Includes:

1. Removing surface debris.
2. Removing designated paving, curbs, and concrete.
3. Removing designated trees, shrubs, and other plant life.
4. Removing abandoned utilities.
5. Excavating topsoil.

##### 1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

###### A. Site Clearing:

1. Basis of Measurement: By lump sum.
2. Basis of Payment: Includes clearing site, loading and removing waste materials from site

##### 1.3 QUALITY ASSURANCE

- A. Conform to applicable state and local code for environmental requirements, disposal of debris, and burning debris on site.
- B. Perform Work in accordance with State and Municipality standard.

#### PART 2 - PRODUCTS

##### 2.1 Not Used.

#### PART 3 - EXECUTION

##### 3.1 EXAMINATION

- A. Section 013000 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify existing plant life designated to remain is tagged or identified.

- C. Identify waste area for placing removed materials.

### 3.2 PREPARATION

- A. Call Local Utility Line Information service at 811 not less than two working days before performing Work.
  - 1. Request underground utilities to be located and marked within and surrounding construction areas.

### 3.3 PROTECTION

- A. Locate, identify, and protect from damage utilities indicated to remain.
- B. Protect trees, plant growth, and features designated to remain, as final landscaping.
- C. Protect bench marks, survey control points, and existing structures from damage or displacement.

### 3.4 CLEARING

- A. Clear areas required for access to site and execution of Work as designated or as approved.
- B. Remove trees and shrubs within designated project area. Remove stumps, surface rock, and debris.
- C. Clear undergrowth and deadwood, without disturbing subsoil.

### 3.5 REMOVAL

- A. Remove debris, rock, and extracted plant life from site.
- B. Remove paving, curbs, and concrete.
- C. Remove abandoned utilities. Indicated removal termination point for underground utilities on Record Documents.
- D. Continuously clean-up and remove waste materials from site. Do not allow materials to accumulate on site.
- E. Do not burn or bury materials on site. Leave site in clean condition.

### 3.6 TOPSOIL EXCAVATION

- A. Excavate topsoil from the project area without mixing with foreign materials for use in finish grading.

- B. Do not excavate wet topsoil.
- C. Stockpile in area designated on site to depth not exceeding 8 feet and protect from erosion.
- D. Remove excess topsoil not intended for reuse, from Site.

END OF SECTION 31 1000

## SECTION 312316.13

### TRENCHING

#### PART 1 - GENERAL

##### 1.1 SUMMARY

###### A. Section Includes:

1. Excavating trenches for utilities.
2. Compacted fill from top of utility bedding to subgrade elevations.
3. Backfilling and compaction.

###### B. Related Sections:

1. Section 033000 - Cast-In-Place Concrete: Concrete materials.
2. Section 310513 - Soils for Earthwork: Soils for fill.
3. Section 310516 - Aggregates for Earthwork: Aggregates for fill.
4. Section 312213 - Rough Grading: Topsoil and subsoil removal from site surface.
5. Section 312316 – Excavation.

##### 1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

###### A. Trenching:

1. Basis of Measurement: Per Bid Schedule
2. Basis of Payment: Includes excavating to required elevations, protecting excavation, and stockpiling excavated materials or removing excavated materials from site. Over Excavating: Payment is not made for over excavated work nor for replacement materials.

###### B. Subsoil Fill:

1. Basis of Measurement: Per Bid Schedule
2. Basis of Payment: Includes furnishing fill material, stockpiling, placing where required, and compacting.

###### C. Structural Fill:

1. Basis of Measurement: Per Bid Schedule
2. Basis of Payment: Includes furnishing fill material, stockpiling, shaping substrate surface, placing where required, and compacting.

###### D. Granular Fill:

1. Basis of Measurement: Per Bid Schedule

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2. Basis of Payment: Includes furnishing fill material, stockpiling, placing where required, and compacting.

E. Concrete Fill:

1. Basis of Measurement: Per Bid Schedule
2. Basis of Payment: Includes furnishing materials, forming, mixing and placing where required, and curing.

### 1.3 REFERENCES

A. American Association of State Highway and Transportation Officials:

1. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.

B. ASTM International:

1. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft<sup>3</sup> (600 kN-m/m<sup>3</sup>).
2. ASTM D1556 - Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
3. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft<sup>3</sup> (2,700 kN-m/m<sup>3</sup>).
4. ASTM D2167 - Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
5. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
6. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

### 1.4 DEFINITIONS

- A. Utility: Any buried pipe, duct, conduit, or cable.

### 1.5 SUBMITTALS

- A. Section 013300 - Submittal Procedures: Requirements for submittals.
- B. Excavation Protection Plan: Describe sheeting, shoring, and bracing materials and installation required to protect excavations and adjacent structures and property; include structural calculations to support plan.
- C. Product Data: Submit data for geotextile fabric indicating fabric and construction.
- D. Samples: If requested, submit, in air-tight containers, 10 lb. sample of each type of fill to testing laboratory.

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- E. Materials Source: Submit name of imported fill materials suppliers.
- F. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

#### 1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with State and local standard.
- B. Maintain a copy of each document on site.

#### 1.7 FIELD MEASUREMENTS

- A. Verify field measurements prior to fabrication.

#### 1.8 COORDINATION

- A. Section 013000 - Administrative Requirements: Coordination and project conditions.
- B. Verify Work associated with lower elevation utilities is complete before placing higher elevation utilities.

### PART 2 - PRODUCTS

#### 2.1 FILL MATERIALS

- A. Subsoil Fill: as specified in Section 310513.
- B. Structural Fill: as specified in Section 310513 and 310516.
- C. Granular Fill: as specified in Section 310516.
- D. Concrete: Structural concrete as specified in Section 033000 with compressive strength of 4000 psi.

### PART 3 - EXECUTION

#### 3.1 LINES AND GRADES

- A. Lay pipes to lines and grades indicated on Drawings.
  - 1. Engineer and Owner reserves right to make changes in lines, grades, and depths of utilities when changes are required for Project conditions.

- B. Use laser-beam instrument with qualified operator to establish lines and grades.
- C. Maintain grade alignment of pipe using string line parallel with grade line and vertically above centerline of pipe.
  - 1. Establish string line on level batter boards at intervals of not more than 25 feet.
  - 2. Install batter boards spanning trench, rigidly anchored to posts driven into ground on both sides of trench.
  - 3. Set three adjacent batter boards before laying pipe to verify grades and line.
  - 4. Determine elevation and position of string line from elevation and position of offset points or stakes located along pipe route.
  - 5. Do not locate pipe using side lines for line or grade.

### 3.2 PREPARATION

- A. Call Local Utility Line Information service at 811 not less than two working days before performing Work.
  - 1. Request underground utilities to be located and marked within and surrounding construction areas.
- B. Identify required lines, levels, contours, and datum locations.
- C. Protect plant life, lawns, and other features remaining as portion of final landscaping.
- D. Protect bench marks, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.
- E. Maintain and protect above and below grade utilities indicated to remain.
- F. Establish temporary traffic control and detours when trenching is performed in public right-of-way. Relocate controls and reroute traffic as required during progress of Work.

### 3.3 TRENCHING

- A. Excavate subsoil required for utilities.
- B. Remove lumped subsoil, boulders, and rock up of 1/6 cu. yd., measured by volume. Remove larger material as specified in Section 312316.
- C. Perform excavation within 24 inches of existing utility in accordance with utility's requirements.
- D. Do not advance open trench more than 200 feet (or what can be installed in a day) ahead of installed pipe.
- E. Cut trenches to width indicated on Drawings. Remove water or materials that interfere with Work.
- F. Excavate bottom of trenches maximum 2 feet wider than outside diameter of pipe.

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- G. Excavate trenches to depth indicated on Drawings. Provide uniform and continuous bearing and support for bedding material and utilities.
- H. Do not interfere with 45 degree bearing splay of foundations.
- I. When Project conditions permit, slope side walls of excavation starting 2 feet above top of pipe. When side walls can not be sloped, provide sheeting and shoring to protect excavation as specified in this section.
- J. When subsurface materials at bottom of trench are loose or soft, excavate to greater depth as directed by Engineer until suitable material is encountered.
- K. Cut out soft areas of subgrade not capable of compaction in place. Backfill with Structural Fill and compact to density equal to or greater than requirements for subsequent backfill material.
- L. Trim excavation. Remove loose matter.
- M. Correct areas over excavated areas with compacted backfill as specified for authorized excavation or replace with fill concrete as directed by Engineer.
- N. Remove excess subsoil not intended for reuse, from site or stockpile subsoil in area designated on site to depth not exceeding 8 feet and protect from erosion, as approved.

#### 3.4 SHEETING AND SHORING

- A. Sheet, shore, and brace excavations to prevent danger to persons, structures and adjacent properties and to prevent caving, erosion, and loss of surrounding subsoil.
- B. Support trenches more than 5 feet deep excavated through unstable, loose, or soft material. Provide sheeting, shoring, bracing, or other protection to maintain stability of excavation.
- C. Design sheeting and shoring to be left in place as part of the completed Work, cut off minimum 18 inches below finished grade.
- D. Design sheeting and shoring to be removed at completion of excavation work.
- E. Repair damage caused by failure of the sheeting, shoring, or bracing and for settlement of filled excavations or adjacent soil.
- F. Repair damage to new and existing Work from settlement, water or earth pressure or other causes resulting from inadequate sheeting, shoring, or bracing.

#### 3.5 BACKFILLING

- A. Backfill trenches to contours and elevations with unfrozen fill materials.
- B. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.

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- C. Place fill material in continuous layers and compact.
- D. Place material in continuous layers as follows:
  - 1. Subsoil Fill: Maximum 8 inches compacted depth.
  - 2. Structural Fill: Maximum 8 inches compacted depth.
  - 3. Granular Fill: Maximum 8 inches compacted depth.
- E. Employ placement method that does not disturb or damage foundation perimeter drainage, utilities in trench, and other existing structures.
- F. Maintain optimum moisture content of fill materials to attain required compaction density.
- G. Do not leave trench open at end of working day.
- H. Protect open trench to prevent danger to Owner and the public.

### 3.6 TOLERANCES

- A. Section 014000 - Quality Requirements: Tolerances.
- B. Top Surface of Backfilling Under Paved Areas: Plus or minus 1 inch from required elevations.
- C. Top Surface of General Backfilling: Plus or minus 2 inch from required elevations.

### 3.7 FIELD QUALITY CONTROL

- A. Section 014000 - Quality Requirements and 017000 - Execution and Closeout Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Perform laboratory material tests in accordance with ASTM D698.
- C. Perform in place compaction tests in accordance with the following:
  - 1. Density Tests: ASTM D1556, ASTM D2167, or ASTM D2922.
  - 2. Moisture Tests: ASTM D3017.
- D. When tests indicate Work does not meet specified requirements, remove Work, replace, compact, and retest.
- E. Frequency of Tests: 300 feet.

### 3.8 PROTECTION OF FINISHED WORK

- A. Section 017000 - Execution and Closeout Requirements: Protecting finished work.
- B. Reshape and re-compact fills subjected to vehicular traffic during construction.

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END OF SECTION 31 2316.13

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TRENCHING  
BLANDY WATERLINE RELOCATION  
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## SECTION 31 2500

### EROSION AND SEDIMENTATION CONTROLS

#### PART 1 - GENERAL

##### 1.1 SUMMARY

###### A. Section Includes:

1. Diversion Channels.
2. Rock Energy Dissipator.
3. Paved Energy Dissipator.
4. Rock Basin.
5. Rock Barriers.
6. Sediment Ponds.
7. Sediment Traps.

###### B. Related Sections:

1. Section 031000 - Concrete Forming and Accessories.
2. Section 032000 - Concrete Reinforcing.
3. Section 033000 - Cast-In-Place Concrete.
4. Section 310513 - Soils for Earthwork.
5. Section 310516 - Aggregates for Earthwork.
6. Section 311000 - Site Clearing.
7. Section 312316 - Excavation.
8. Section 329219 - Seeding.
9. Section 334213 - Stormwater Culverts.

##### 1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

###### A. Erosion and Sediment Controls:

1. Basis of Measurement: By lump sum.
2. Basis of Payment: Includes excavating, backfilling, placement, hauling and disposal of sediment and other debris in system.

##### 1.3 REFERENCES

###### A. American Association of State Highway and Transportation Officials:

1. AASHTO T88 - Standard Specification for Particle Size Analysis of Soils.
2. AASHTO T180 - Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.

- B. American Concrete Institute:
  - 1. ACI 301 - Specifications for Structural Concrete.
- C. ASTM International:
  - 1. ASTM C127 - Standard Test Method for Density, Relative Density (Specific Gravity), and Absorption of Coarse Aggregate.
  - 2. ASTM D698 - Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft<sup>3</sup> (600 kN-m/m<sup>3</sup>).
  - 3. ASTM D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft<sup>3</sup> (2,700 kN-m/m<sup>3</sup>).
  - 4. ASTM D2922 - Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
  - 5. ASTM D3017 - Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).
- D. Precast/Prestressed Concrete Institute:
  - 1. PCI MNL-116S - Manual for Quality Control for Plants and Production of Precast and Prestressed Concrete Products.

#### 1.4 SUBMITTALS

- A. Section 013300 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Product Data: Submit data on geotextile.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Section 017000 - Execution and Closeout Requirements: Requirements for submittals.

#### 1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with requirements of the Specifications.
- B. Perform Work according to State and local standards.

#### 1.7 PRE-INSTALLATION MEETINGS

#### 1.8 ENVIRONMENTAL REQUIREMENTS

- A. Section 016000 - Product Requirements: Environmental conditions affecting products on site.
- B. Do not place grout when air temperature is below freezing.

- C. Do not place concrete when base surface temperature is less than **40** degrees F, or surface is wet or frozen.

## PART 2 - PRODUCTS

### 2.1 ROCK AND GEOTEXTILE MATERIALS

- A. Rock: Limestone type
- B. Geotextile Fabric: As specified in the Drawings or applicable section.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Section 013000 - Administrative Requirements: Verification of existing conditions before starting Work.
- B. Verify compacted subgrade is acceptable and ready to support devices and imposed loads.
- C. Verify gradients and elevations of base or foundation for other Work are correct.

### 3.2 DIVERSION CHANNELS

- A. Windrow excavated material on low side of channel.
- B. Compact to 95 percent maximum density.
- C. On entire channel area, apply soil supplements and sow seed as specified in Section 329113 and Section 329219.
- D. Mulch seeded areas with hay as specified in Section 329113 and Section 329219.

### 3.3 ROCK ENERGY DISSIPATOR

- A. Excavate to indicated depth of rock lining or nominal placement thickness as follows. Remove loose, unsuitable material below bottom of rock lining, then replace with suitable material. Thoroughly compact and finish entire foundation area to firm, even surface.
  - 1. Nominal Placement Thickness per NCSA Class:
    - a. R8: 48 Inches.
    - b. R7: 36 Inches.
    - c. R6: 30 Inches.
    - d. R5: 24 Inches.
    - e. R4: 18 Inches.

f. R3: 12 Inches.

- B. Lay and overlay geotextile fabric over substrate. Lay fabric parallel to flow from upstream to downstream. Overlap edges upstream over downstream and upslope over downslope. Provide a minimum overlap of **3** feet. Offset adjacent roll ends a minimum of **5** feet when lapped. Cover fabric as soon as possible and in no case leave fabric exposed more than 4 weeks.
- C. Carefully place rock on geotextile fabric to produce an even distribution of pieces, with minimum of voids and without tearing geotextile.
- D. Unless indicated otherwise, place full course thickness in one operation to prevent segregation and to avoid displacement of underlying material. Arrange individual rocks for uniform distribution.
  - 1. Saturate rock with water. Fill voids between pieces with grout, for at least top 6 inches. Sweep surface with stiff broom to remove excess grout.
  - 2. Moist cure grouted rock for at least 3 days after grouting, using water saturated burlap in accordance with Section 033000.

#### 3.4 PAVED ENERGY DISSIPATOR

- A. Excavate to required paving depth. Remove loose, unsuitable material below bottom of paving, then replace with suitable material. Thoroughly compact and finish entire foundation area to firm, even surface.
- B. Place forms and reinforcement in accordance with Section 321313. Hold reinforcement firmly in position during placing of concrete.
- C. Mix, place, finish, and cure concrete, as specified in Section 321313.
- D. Embed stones or blocks **3** inches in plastic concrete at indicated separation on slopes and channel bottom.
- E. Pave in uniform **10** foot lengths or sections.
- F. Pave in shorter sections as necessary for closures or curves.
- G. Place premolded expansion joint filler, 1/2 inch thick, cut to conform to paving cross sections, at ends of curved sections at intervals of not more than 100 feet, at end of day's Work, and where paving is adjacent to rigid structure. Use joint filler with depth of 1/2 inch less than paving depth and press firmly against adjacent concrete.
- H. Form intermediate joints between sections, with two thicknesses of bituminous paper cut neatly to paving cross section.
- I. Seal joint top with joint sealer.

### 3.5 ROCK BASIN

- A. Construct generally in accordance with rock energy dissipator requirements to indicated shape and depth. Rock courses may be placed in several operations but minimum depth of initial course must be 3 feet or greater.

### 3.6 ROCK BARRIER

- A. Determine length required for ditch or depression slope and excavate, compact and foundation area to firm, even surface.
- B. Produce an even distribution of rock pieces, with minimum voids to the indicated shape, height and slope.
- C. Construct coarse aggregate filter blanket against upstream face of rock barrier to the indicated thickness.

### 3.7 SEDIMENTATION POND

- A. Clear and grub storage area and embankment foundation area site as specified in Section 311000.
- B. Excavate key trench for full length of dam. Excavate emergency spillway in natural ground.
- C. Install pipe spillway, with anti-seep collar attached, at location indicated.
- D. Place forms, and reinforcing for concrete footing at bottom of riser pipe with trash rack and anti-vortex device, as specified in Section 031000, and Section 032000. Construction of embankment and trench prior to placing pipe is not required.
- E. Mix, place, finish, and cure concrete, as specified in Section 033000.
- F. Do not use coarse aggregate as backfill material around pipe. Backfill pipe with suitable embankment material to prevent dam leakage along pipe.
- G. Construct rock basin at outlet end of pipe, as specified in this Section. Place embankment material, as specified in Section 312323. When required, obtain borrow excavation for formation of embankment, as specified in Section 312323.
- H. On entire sedimentation pond area, apply soil supplements and sow seed as specified in Section 329113 and Section 329219.
- I. Mulch seeded areas with hay as specified in Section 329113 and Section 329219.

### 3.8 SEDIMENT TRAPS

- A. Clear site, as specified in Section 311000.

- B. Construct trap by excavating and forming embankments as specified in Section 312316, and Section 312323.
- C. Place coarse aggregate or rock at outlet as indicated on Drawings.
- D. Place geotextile fabric, as specified for rock energy dissipator.
- E. When required, obtain borrow excavation for formation of embankment, as specified in Section 312316.
- F. On entire sediment trap area, apply soil supplements and sow seed as specified in Section 329113 and Section 329219.
- G. Mulch seeded areas with hay as specified in Section 329113 and Section 329219.

### 3.9 SITE STABILIZATION

- A. Incorporate erosion control devices indicated on the Drawings into the Project at the earliest practicable time.
- B. Construct, stabilize and activate erosion controls before site disturbance within tributary areas of those controls.
- C. Stockpile and waste pile heights shall not exceed 8 feet. Slope stockpile sides at 2: 1 or flatter.
- D. Stabilize any disturbed area of affected erosion control devices on which activity has ceased and which will remain exposed for more than 20 days.
  - 1. During non-germinating periods, apply mulch at recommended rates.
  - 2. Stabilize disturbed areas which are not at finished grade and which will be disturbed within 21 days in accordance with Section 329113 and Section 329219 temporary seeding specifications..
  - 3. Stabilize disturbed areas which are either at finished grade or will not be disturbed within one year in accordance with Section 329113 and Section 329219 permanent seeding specifications.
- E. Stabilize diversion channels, sediment traps, and stockpiles immediately.

### 3.10 FIELD QUALITY CONTROL

- A. Section 014000 - Quality Requirements, 017000 - Execution and Closeout Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Inspect erosion control devices on a weekly basis and after each runoff event. Make necessary repairs to ensure erosion and sediment controls are in good working order.
- C. Field test concrete in accordance with Section 033000.
- D. Compaction Testing: As specified in Section 312323.

- E. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.
- F. Frequency of Compaction Testing: One for each lift.

### 3.11 CLEANING

- A. Section 017000 - Execution and Closeout Requirements: Requirements for cleaning.
- B. When sediment accumulation in sedimentation structures has reached a point one-third depth of sediment structure or device, remove and dispose of sediment.
- C. Do not damage structure or device during cleaning operations.
- D. Do not permit sediment to erode into construction or site areas or natural waterways.
- E. Clean channels when depth of sediment reaches approximately one half channel depth.

### 3.12 PROTECTION

- A. Section 017000 - Execution and Closeout Requirements: Requirements for protecting finished Work.
- B. Immediately after placement, protect paving from premature drying, excessive hot or cold temperatures, and mechanical injury.
- C. Do not permit construction traffic over paving for 7 days minimum after finishing.
- D. Protect paving from elements, flowing water, or other disturbance until curing is completed.

END OF SECTION 31 2500

## SECTION 32 9219

### SEEDING

#### PART 1 - GENERAL

##### 1.1 SUMMARY

###### A. Section Includes:

1. Fertilizing.
2. Seeding.
3. Hydroseeding.
4. Mulching.
5. Maintenance.

###### B. Related Sections:

1. Section 312213 - Rough Grading: Rough grading of site.
2. Section 312316.13 - Trenching: Rough grading over cut.

##### 1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

###### A. Grassed Areas:

1. Basis of Measurement: Per Bid Schedule
2. Basis of Payment: Includes seeding, watering and maintenance to specified time limit.

##### 1.3 REFERENCES

###### A. ASTM International:

1. ASTM C602 - Standard Specification for Agricultural Liming Materials.

##### 1.4 DEFINITIONS

- ###### A. Weeds: Include Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

- ###### B. Weeds: Vegetative species other than specified species to be established in given area.

## 1.5 SUBMITTALS

- A. Section 013300 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit data for seed mix, fertilizer, mulch, and other accessories.

## 1.6 QUALITY ASSURANCE

- A. Provide seed mixture in containers showing percentage of seed mix, germination percentage, inert matter percentage, weed percentage, year of production, net weight, date of packaging, and location of packaging.
- B. Perform Work according to State and local standards.
- C. Maintain a copy of each document on site.

## 1.7 QUALIFICATIONS

- A. Seed Supplier: Company specializing in manufacturing Products specified in this section with minimum three years experience.
- B. Installer: Company specializing in performing work of this section with minimum three years experience.

## 1.8 DELIVERY, STORAGE, AND HANDLING

- A. Section 016000 - Product Requirements: Product storage and handling requirements.
- B. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable.
- C. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

## 1.9 MAINTENANCE SERVICE

- A. Section 017000 - Execution and Closeout Requirements: Requirements for maintenance service.
- B. Maintain seeded areas for 12 months from Date of Substantial Completion.

## PART 2 - PRODUCTS

### 2.1 SEED MIXTURE

- A. Furnish materials according to State and local standards.

B. Mixes: Percentages are by weight.

C.

	<u>Minimum Germination</u>	<u>Minimum Purity</u>
1. Seed Mix 1		
40 percent Kentucky Bluegrass (Poa pratensis)	75%	85%
40 percent Creeping Red Fescue (Festuca Rubra)	85%	98%
20 percent annual Ryegrass (Lolium multiflorum)	85%	95%
2. Seed Mix 2		
30 percent Kentucky Bluegrass (Poa pratensis)	75%	85%
50 percent Kentucky 31 Fescue (Festuca arundinacea var. Ky. 31)	85%	95%
20 percent annual Ryegrass (Lolium multiflorum)	85%	95%
3. Seed Mix 3		
90 percent Perennial Ryegrass (Lolium perenne)	85%	95%
10 percent Alsike Clover (Trifolium hybridum)	85%*	98%
4. Seed Mix 4 (Crown vetch)		
30 percent Crown vetch (Coronilla varia)	70%*	99%
30 percent Kentucky 31 Fescue (Festuca arundinecea var. Ky. 31)	85%	95%
30 percent (Pennlawn) Red Fescue (Festuca rubra)	85%	98%
10 percent Annual Ryegrass (Lolium multiflorum)	85%	95%

\*Germination includes a total of quick germination plus hard seeds.

## 2.2 ACCESSORIES

A. Mulching Material: Oat or wheat straw, free from weeds, foreign matter detrimental to plant life, and dry. Hay or chopped cornstalks are not acceptable.

- B. Mulching Material: wood cellulose fiber, free of growth or germination inhibiting ingredients and dyed green.
- C. Fertilizer: Commercial grade; recommended for grass; Fertilizer shall contain the specified percentages of total nitrogen, available phosphoric acid, and water soluble potash. The weight, name of plant nutrients, and guaranteed percentages shall be marked on the sealed fertilizer containers.
  - 1. 12-12-12. This fertilizer shall be used with Seed Mixes 1, 2, and 3.
  - 2. 5-10-10. This fertilizer shall be used with Seed Mix 4 (Crown vetch).
- D. Water: Clean, fresh and free of substances or matter capable of inhibiting vigorous growth of grass.

### PART 3 - EXECUTION

#### 3.1 EXAMINATION

- A. Section 013000 - Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify prepared soil base is ready to receive the Work of this section.

#### 3.2 FERTILIZING

- A. Apply fertilizer at application rate recommended by manufacturer.
- B. Apply after smooth raking of topsoil.
- C. Do not apply fertilizer at same time or with same machine used to apply seed.
- D. Mix fertilizer thoroughly into upper **2 inches** of topsoil.
- E. Lightly water soil to aid dissipation of fertilizer. Irrigate top level of soil uniformly.

#### 3.3 SEEDING

- A. Seeding. The seed shall be mixed thoroughly and sown uniformly over the prepared areas. After sowing, the area shall be raked, dragged, or otherwise treated to cover the seed with soil to a depth of 1/4 inch.
  - 1. Seed Mixes 1,2,and 3. These seed mixes shall be sown at a rate of 3 pounds per 1,000 square feet.

2. Seed Mix 4 (Crown vetch). This seed mix shall be sown at a rate of 2 pounds per 1,000 square feet. Prior to sowing, it shall be inoculated in accordance with manufacturer's directions. This seed mix shall not be sown during the months of September or October.

- B. Do not seed areas in excess of that which can be mulched on same day.
- C. Do not sow immediately following rain, when ground is too dry, or when winds are over 12 mph.
- D. Immediately following seeding, apply mulch to thickness of 1/8 inches. Maintain clear of shrubs and trees.
- E. Apply water with fine spray immediately after each area has been mulched. Saturate to 4 inches of soil.

### 3.4 HYDROSEEDING

- A. Apply fertilizer, mulch and seeded slurry with hydraulic seeder at rate of 1,500 lbs per acre in one pass.
- B. After application, apply water with fine spray immediately after each area has been hydroseeded. Saturate to 4 inches of soil and maintain moisture levels two to four inches.

### 3.5 SEED PROTECTION

- A. Cover seeded slopes where grade is 4 inches per foot or greater with erosion fabric. Roll fabric onto slopes without stretching or pulling.
- B. Lay fabric smoothly on surface, bury top end of each section in 6 inch deep excavated topsoil trench. Overlap edges and ends of adjacent rolls minimum 12 inches. Backfill trench and rake smooth, level with adjacent soil.
- C. Secure outside edges and overlaps at 36 inch intervals with stakes.
- D. Lightly dress slopes with topsoil to ensure close contact between fabric and soil.
- E. At sides of ditches, lay fabric laps in direction of water flow. Lap ends and edges minimum 6 inches.

### 3.6 MAINTENANCE

- A. Mowing will be completed by Owner.
- B. Water to prevent grass and soil from drying out.
- C. Control growth of weeds.
- D. Immediately reseed areas showing bare spots.

- E. Repair washouts or gullies.
- F. Protect seeded areas with warning signs during maintenance period.

END OF SECTION 32 9219

SECTION 33 0110.58

DISINFECTION OF WATER UTILITY PIPING SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Disinfection of potable water distribution system.
2. Testing and reporting of results.

B. Related Requirements:

1. Section 330110.59 - Water tank disinfection and bacteriological testing.

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

A. Section 012000 - Price and Payment Procedures: Contract Sum/Price modification procedures.

B. Disinfection:

1. Basis of Measurement: Include in associated Bid Item price.
2. Basis of Payment: Includes preparing, disinfecting, testing, and reporting.

1.3 REFERENCE STANDARDS

A. American Water Works Association:

1. AWWA B300 - Hypochlorites.
2. AWWA C651 - Disinfecting Water Mains.

1.4 SUBMITTALS

A. Section 013300 - Submittal Procedures: Requirements for submittals.

B. Disinfection Procedure:

1. Submit description of procedure, including type of disinfectant and calculations indicating quantities of disinfectants required to produce specified chlorine concentration.

C. Product Data: Submit manufacturer information for proposed chemicals and treatment doses.

D. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

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- E. Certify that final water complies with disinfectant quality standards of Ohio EPA.
- F. Test and Evaluation Reports: Indicate testing results comparative to specified requirements.
- G. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.
- H. Qualifications Statements:
  - 1. Submit qualifications for manufacturer and applicator.

#### 1.5 CLOSEOUT SUBMITTALS

- A. Section 017000 - Execution and Closeout Requirements: Requirements for submittals.
- B. Disinfection Report:
  - 1. Type and form of disinfectant used.
  - 2. Date and time of disinfectant injection start and completion.
  - 3. Test locations.
  - 4. Name of person collecting samples.
  - 5. Initial and 24-hour disinfectant residuals in treated water in ppm for each outlet tested.
  - 6. Date and time of flushing start and completion.
  - 7. Disinfectant residual after flushing in ppm for each outlet tested.

#### 1.6 QUALITY ASSURANCE

- A. Perform Work according to AWWA C651.
- B. Perform Work according to State and local standards.
- C. Maintain a copy of each standard affecting Work of this Section on Site.

### PART 2 - PRODUCTS

#### 2.1 DISINFECTION CHEMICALS

- A. Chemicals:
  - 1. Hypochlorite: Comply with AWWA B300.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Section 017000 - Execution and Closeout Requirements: Requirements for installation examination.
- B. Verify that piping system has been cleaned, inspected, and pressure tested.
- C. Verify that access fittings have been installed under Section 331416 - Site Water Utility Distribution Piping.
- D. Perform scheduling and disinfecting activity with startup, water pressure testing, adjusting and balancing, and demonstration procedures, including coordination with related systems.

### 3.2 INSTALLATION

- A. Provide required equipment to perform Work of this Section.
- B. Introduce treatment into piping system.
- C. Maintain disinfectant in system for 24 hours.
- D. Flush, circulate, and clean until required disinfectant quality standard has been achieved using system domestic water.
- E. Replace permanent system devices that were removed for disinfection.

### 3.3 FIELD QUALITY CONTROL

- A. Section 014000 - Quality Requirements: Requirements for inspecting and testing.
- B. Section 017000 - Execution and Closeout Requirements: Requirements for testing, adjusting, and balancing.
- C. Disinfection, Flushing, and Sampling:
  - 1. Disinfect pipeline installation according to AWWA C651.
  - 2. Use of gas chlorine is not permitted.
  - 3. Upon completion of retention period required for disinfection, flush pipeline until chlorine concentration in water leaving pipeline is no higher than that generally prevailing in existing system or is acceptable for domestic use.
  - 4. Sample shall be collected and submitted to certified laboratory. Coordinate with Owner on collection of samples and laboratory testing.
  - 5. Disposal:
    - a. Legally dispose of chlorinated water.
    - b. If chlorinated discharge may cause damage to environment, apply neutralizing chemical to chlorinated water to neutralize chlorine residual remaining in water.

6. After final flushing and before pipeline is connected to existing system or placed in service, certify that disinfectant level meets quality standards of Ohio EPA.
7. Two consecutive, passing laboratory bacteriological samples must be presented before placing into service.
8. If water samples fail to meet state health standards for potable water, perform following corrective measures until water quality complies with state health standards:  
Water Sample Failure: Eliminate source of contamination in water supply, repeat disinfection, and retest water quality.

END OF SECTION 33 0110.58

SECTION 33 0505.31  
HYDROSTATIC TESTING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: Hydrostatic testing of pressure piping.
- B. Related Requirements:
  - 1. Section 331413 - Public Water Utility Distribution Piping: Pipe materials and accessories normally encountered with pressurized water distribution systems.

1.2 REFERENCE STANDARDS

- A. American Water Works Association:
  - 1. AWWA C900 - Installation of PVC Water Mains and Their Appurtenances.

1.3 SUBMITTALS

- A. Section 013300 - Submittal Procedures: Requirements for submittals.
- B. Submit following items prior to start of testing:
  - 1. Testing procedures.
  - 2. List of test equipment.
  - 3. Testing sequence schedule.
  - 4. Provisions for disposal of flushing and test water.
  - 5. Certification of test gage calibration.
- C. Test and Evaluation Reports: Indicate results of piping tests.
- D. Qualifications Statement:
  - 1. Submit qualifications for applicator.

1.4 QUALITY ASSURANCE

- A. Perform Work according to State and local standards.
- B. Maintain a copy of each standard affecting Work of this Section on Site.

## PART 2 - PRODUCTS

### 2.1 HYDROSTATIC TESTING

#### A. Equipment:

1. Pressure pump.
2. Pressure hose.
3. Water meter.
4. Test connections.
5. Pressure relief valve.
6. Pressure Gage: Calibrated to 0.1 psi.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Section 017000 - Execution and Closeout Requirements: Requirements for installation examination.
- B. Verify that piping is ready for testing.
- C. Verify that trenches are backfilled.
- D. Verify that pressure piping thrust restraints have been installed.

### 3.2 FIELD QUALITY CONTROL

- A. Section 014000 - Quality Requirements: Requirements for inspecting and testing.
- B. Section 017000 - Execution and Closeout Requirements: Requirements for testing, adjusting, and balancing.
- C. Testing of Pressure Piping:
  1. Test system according to AWWA C600 and following:
    - a. Hydrostatically test each portion of pressure piping, including valved section, at 1.5 times working pressure of piping, based on elevation of lowest point in piping corrected to elevation of test gage.
    - b. Conduct hydrostatic testing for at least two hours.
    - c. Slowly fill with water portion of piping to be tested, expelling air from piping at high points.
    - d. Install corporation cocks at high points.
    - e. Close air vents and corporation cocks after air is expelled.
    - f. Raise pressure to specified test pressure.
    - g. Observe joints, fittings, and valves undergoing testing.

- h. Remove and renew cracked pipes, joints, fittings, and valves that show visible leakage.
  - i. Retest.
  - j. Correct visible deficiencies and continue testing at same test pressure for additional two hours to determine leakage rate.
  - k. Maintain pressure within plus or minus 5.0 psi of test pressure.
  - l. Leakage is defined as quantity of water supplied to piping necessary to maintain test pressure during period of testing.
  - m. Compute maximum allowable leakage using following formula:
    - 1)  $L = [SD \times \text{sqrt}(P)]/C$ .
    - 2) L = testing allowance, gph.
    - 3) S = length of pipe tested, feet.
    - 4) D = nominal diameter of pipe, inches.
    - 5) P = average test pressure during hydrostatic testing, psig.
    - 6) C = 148,000.
    - 7) If pipe undergoing testing contains sections of various diameters, calculate allowable leakage from sum of computed leakage for each pipe size.
2. If testing of piping indicates leakage greater than that allowed, locate source of leakage, make corrections, and retest until leakage is within acceptable limits.
  3. Correct visible leaks regardless of quantity of leakage.

END OF SECTION 33 0505.31

# Section 009

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## Appendix

**City of Zanesville**  
**Water Installation Specifications**  
(Revised April 28, 2025)

**General Construction Requirements**

Detailed plans of water line construction shall be submitted to the City of Zanesville Water Department for approval by the Water Superintendent and the City Engineer prior to construction. A preconstruction meeting will be required prior to the start of construction.

**Main Lines:**

Main lines are to be DR-18/14 C900 PVC with a pressure rating of at least 235 PSI or Class 52 ductile iron pipe as approved by the City of Zanesville Engineer.

**Valves:**

All valves shall meet or exceed ANSI/AWWA C-509 latest standards and City of Zanesville valve specification.

All valves 1 ½” and smaller shall be of a brass ball valve curb stop type which shall hold water pressure in the main on either side of such valve.

All valves 2” and larger shall be of the resilient wedge gate valve type and shall be equipped with a proper 2” square operating nut. All valves 16” and over shall be gear reducing valves. All gate valves shall open Left.

(See City of Zanesville Valve Specifications)

**Valve Boxes**

All valves shall be properly accessible through a standard 5 ¼” valve box which shall have a proper base to fit such valve and be readily adjustable.

Valve boxes shall be of similar type to the EJIW 8550 Series and a suitable length. Suitable length shall include enough surplus to extend the box three (3) inches higher than final grade to accommodate future grading.

The lid of the water box shall be clearly marked "WATER".

Water boxes located outside of a paved area may be equipped with either an adjustable 5 ¼" cast iron valve box or a plastic box with a ferric lid.

Plastic boxes shall be adjustable, flush to grade and be surrounded by a concrete pad two (2) feet square and four (4) inches deep.

All valve boxes shall be marked on as-built drawings by two (2) separate measurements from labeled, permanently fixed objects for locating purposes. Plastic curb boxes may be used providing they are equipped with a magnet in the top of the box and meet all other specifications. Cast iron curb boxes shall be used in drive areas and the lid shall be clearly marked "WATER".

Plastic curb boxes may be used providing they are equipped with a magnet in the top of the box and meet all other specifications. Cast iron curb boxes shall be used in drive areas and the lid shall be clearly marked "WATER".

**Fire Hydrants:**

All fire hydrants shall open clockwise. These shall be Clow Eddy Hydrants only. These shall be traffic model hydrants with two (2) 2 ½" hose nozzles and one (1) 4 ½" hose nozzle.

Each fire hydrant shall be equipped with a watch valve no smaller than six (6) inch to the hydrant. On normal installations, the branch line shall be a six (6) inch pipe. Hydrants used by the City of Zanesville have a 5 ¼" main valve opening with a six (6) inch inlet into the shoe of the hydrant.

All hydrants used in the City of Zanesville shall be non-draining Clow Eddy only.

(See City of Zanesville Hydrant specifications)

**Construction:**

All mains are to be constructed in accordance with AWWA standards, Ohio Revised Code and material manufactures specifications.

All pipe that is installed shall be bedded in 6" of sand with a maximum of 12" of sand above the pipe free of stone and other foreign debris.

There shall be restraint glands used with all of the following: tees, wyes, bends, plugs, caps, hydrants, offsets, crosses, reducers and tapping sleeves. In addition, concrete blocking shall be placed under all tapping sleeves, valves and couplings, and shall be used to back all fittings.

Acceptable restraint glands are Romac grip rings and/or EBAA Inc. mega lugs or equal.

All insert valves shall be blocked under agreement with the City of Zanesville and the contractor.

Anchor fittings shall be used in all applicable situations.

Pipe joints shall not be deflected more than the manufactures specifications.

In all applications a new service line shall be connected to the customer service line if it is readily available.

Service lines shall be buried at a minimum of thirty six (36) inches deep.

Service lines may not be tapped onto a fire line or hydrant branch under any circumstance.

**Fittings:**

All fittings shall be Class 153 compact ductile iron or equal.

Fittings shall be mechanical joint and anchor joints where applicable. Plain end fittings are acceptable when properly installed with necessary anchoring.

All ductile iron fittings shall have a bituminous coating.

**Backfill and Paving:**

Backfill of the trench shall be in accordance with the direction of the City of Zanesville Engineer.

Backfill around the pipe shall be in compliance with the manufacturers specifications for pipe used.

Prior to cutting a brick paved street or alley, the contractor shall first plan for storage of said bricks unless he has previous consent to make restoration with other materials.

The contractor shall always maintain the trench in a safe, passable condition.

**Service Connections:**

All service taps two (2) inch and smaller shall be made at a 45 degree angle on the main line.

$\frac{3}{4}$ " and 1" taps are to be made by threading the corporation stop directly into a ductile iron main. When C900 PVC is used, a stainless steel tapping saddle shall be used.

1  $\frac{1}{4}$ ", 1  $\frac{1}{2}$ " and 2" taps shall be made through a stainless steel tapping saddle on ductile iron and C900 PVC pipe.

$\frac{3}{4}$ "-2" service lines shall be CTS PE tubing with at least a 200 PSI pressure rating.

All service tubing is to be installed with one continuous piece of material.

In the case that a property has been turned into a duplex or multiple dwellings, there shall be a dedicated curb stop, meter, and backflow device for each section.

Corporation stops shall be CCT inlet x CTS compression outlet, brass ball valve type.

All curb stops and other fittings used with PE or Cooper tubing shall be CTS compression type.

Inserts shall be used with PE tubing at all fittings and connections.

Curb boxes shall have a minimum of a two (2) inch opening the entire length and shall be adjustable to grade. Each shall be clearly marked "water" on the lid. The lid shall be secured by a pentagon shaped lug.

Any leaks shall be repaired by the contractor at their expense.

If hydrostatic testing against an existing valve and it fails, the contractor shall, at his expense, cut and plug the line for the test.

Any damage to existing facilities shall be repaired at the contractor's expense.

**Chlorination:**

Disinfection of new and old water main replacement shall be at the expense of the contractor in accordance with AWWA C 651a standard.

The contractor shall provide negative bacteria sampling results for two (2) consecutive days for all water main installations.

**Existing Valve Operation:**

Absolutely no one, except City of Zanesville Water Personnel shall operate existing valves within the City of Zanesville water distribution system.

**Public Notification:**

The City of Zanesville Water Department will work in conjunction with contractors on informing the public of water outages prior to service interruption.

**Galvanized Pipe:**

Galvanized pipe is not acceptable for any application.

**Tapping Sleeves & Valves:**

Tapping sleeves shall be Ford stainless tapping sleeves with removable bolts, style FTSS or equal.

Tapping valves shall be Clow, tapping valve end by mechanical joint end and meet City of Zanesville valve specifications.

**Air Relief/Blow-offs:**

Each dead end line shall be equipped with an air relief/blow-off. This shall serve the purpose of:

- (a) Relieving air from the line
- (b) Flushing chlorine from the line following disinfections
- (c) Enabling the City to flush stale water from the line in the future.

This blow-off shall be a MJ cap with a 1" FIPT outlet, fitted with a 1" brass nipple, a 1" brass ball valve curb stop FIPT x CTS compression, and service tubing to the surface. Both curb stop and discharge service tubing shall have its own curb box.

Enough service tubing shall be exposed above the surface to install a CTS compression x FIPT straight coupling with a six (6) inch brass nipple for sampling purposes.

An exception to the blow-off rule is that a dead end line can be finished with a proper watch valve and fire hydrant directly at the end of the main.

**Hydrostatic Testing:**

The contractor shall furnish all equipment for hydrostatic tests.

The test pressure shall be 200 PSI for all mains, service lines, and tapping sleeve/tapping valve assemblies.

The duration of the test shall be two (2) hours and must maintain a pressure within five (5) PSI of the specified (200 PSI) hydrostatic test pressure.

Refer to Section 7 of the AWWA Specification C605-05.

Leaks occurring while testing against existing valves shall be at the contractors own risk.

**Abandoned Lines:**

The contractor shall plug or cap all mains or branches abandoned in the course of the project.

The section shall then be properly blocked.

**Tie-ins:**

The contractor shall prove to the owner or his agent that he has proper and sufficient materials in stock on the job site to complete such work prior to any shut down or cutting of the pipe.

The City reserves the right to limit or appoint the time frame for water outages due to peak demand or location of the work site. However, efforts will be made to cooperate with the contracting company.

**Meters & Meter Pits:**

All service connection within the City of Zanesville water service area are required to be metered with Badger Meters only. Questions about metering applications should be directed to the City of Zanesville’s Water Metering and Maintenance Supervisor.

All new residential service connections are required to have a meter pit. These meter pits shall be an Oldcastle brand pit (20” Dia. x 30” Depth) Model No. 00202013 or equal, the cover shall be a Ford Meter Box Cover – (FC53 style), and the lid shall be a Pro-Source Water Products 16.125” Non-Metallic Meter Box Lid, Water Logo with a recessed hole for a Badger 4G LTE Cellular Endpoint (Part #16.125PWATHthOsp)

Meter setters are required for all meter pit applications. For questions Concerning the style and size of the setter please contact the City of Zanesville Water and Metering and Maintenance Supervisor.

**Miscellaneous Notes**

All PVC water mains, service lines, and fire hydrant branches open cut or directional drilled shall be installed with 12 Gauge Blue Coated Extra High Strength Locate Wire and Dryconn Waterproof Connector Direct Bury Lug (#90120), King Innovation or equal shall be used at all tracer wire splices.

In an open cut excavation all water mains and fire hydrant branches shall be buried with 3 inch Magnetic Locate Tape marked **WATER** in addition to the tracer wire approximately 2 feet below the finished grade when backfilling the excavation.

CITY OF ZANESVILLE WATER, GATE VALVE SPECIFICATION

RESILIENT WEDGE GATE VALVE WITH NONRISING STEM:

Valves shall conform to the latest revision of AWWA Standard C-509 covering resilient wedge gate valves.

Model 2639 AWWA C509 Full Body Ductile Iron. The valves shall have a ductile iron body, bonnet, and oring plate. The wedge shall be of cast iron completely encapsulated with rubber. The sealing rubber shall be permanently bonded to the cast iron wedge to meet ASTM tests for rubber metal bond ASTM D429.

Stems will be made of Stainless steel. The two o-rings above the thrust collar shall be replaceable with the valve fully open and subjected to full rated working pressure. The NRS stems on 4"-12" shall also have two low torque thrust bearings located above and below the stem collar to reduce friction during operation.

There shall be two low torque thrust bearings located above and below the stem collar. The stem nut shall be independent of wedge and shall be made of solid copper alloy. There shall be a smooth unobstructed waterway free of all pockets, cavities and depressions in the seat area.

The body and bonnet shall be coated with fusion bonded epoxy both interior and exterior, complying with AWWA C550 and be NSF 61 certified. Each valve shall have maker's name, pressure rating and year in which manufactured cast on the body. Prior to shipment from factory, each valve shall be tested by hydrostatic pressure equal to requirement for both AWWA (twice the specified working pressure) and 400 PSI ULFM requirements.

Valves 4" and larger shall accept a full size tapping cutter.

Valves shall have all components parts cast and assembled in the USA and shall be manufactured by the Clow Valve Company.

## City of Zanesville Ohio Water, Fire Hydrant Specification

Hydrants shall be center stem type and in accordance with AWWA Standard C502. Hydrants shall be listed by Underwriters Laboratory and approved by Factory Mutual for fire line service.

Hydrant shall be compression type with a main valve opening with the water pressure and closing against the pressure and have a rising stem to positively indicate open or closed position. Main valve opening shall be 5.25 inches. The direction of open is right.

Hydrant shall be furnished with frangible break flange and break coupling at the ground line.

Hydrant bonnet, nozzle section, standpipe, and shoe sections, nozzle caps and operating nut shall be manufactured in USA with origin of manufacturing company cast onto nozzle section. Manufacturer shall provide certificate of compliance of origin of castings.

The hydrants upper and middle stem shall be 304 stainless steel. Stem break coupling, internal pins and clips shall be stainless steel. External bolting below ground shall be 304 stainless. Bonnet bolts shall be stainless steel.

Copper Alloy stem threads shall be located below the main valve to eliminate the necessity of lubrication and in case of damage to hydrant, main valve will remain mechanically closed.

Hydrant shall be without drain to prevent the possibility of cross connection.

Hydrants shall have (1) 4.5" NST pumper nozzle and (2) 2.5" NST hose nozzles and restrained with stainless steel set screw. 1" square op nut and 1" square connection on all caps.

Hydrant shall be designed to permit removal of all working parts without special tools or wrenches.

Hydrants are rated at 150 psi working pressure and tested at 300 psi.

Hydrant shall be the Eddy Hydrant manufactured in the USA by the CLOW VALVE COMPANY.