

**WPCC & Collection System Improvements  
WPCC Sludge Pump Improvements**

**City of Barberton, OH**

**ODOD Ohio Builds  
Water & Wastewater Infrastructure Program  
Round - 5 – Funded Project**

**April 2026**



0000032647SP

## **CITY OF BARBERTON OFFICIALS**

### **ADMINISTRATION**

William B. Judge, Mayor  
Jeremy Flaker, Finance Director  
Lisa Okolish Miller, Law Director  
Todd Shreve, Service Director  
Jaime Iceman, Director of Public Safety  
Dennis Weaver, Utilities Director  
Dan Miller, WWTP Superintendent

### **COUNCIL**

Shorter Griffin, President  
Chris Stoll, At-Large  
Julie Miller, At-Large  
Jennifer Hager, 1<sup>st</sup> Ward  
Bryan Poorman, 2<sup>nd</sup> Ward  
Shorter Griffin, 3<sup>rd</sup> Ward  
Emily Beck, 4<sup>th</sup> Ward  
Rebecca Gearhart, 5<sup>th</sup> Ward  
Monte Harris, 6<sup>th</sup> Ward  
Laura Ries-Price, Clerk of Council

**ADVERTISEMENT FOR BIDS/PUBLIC NOTICE TO BIDDERS**

Sealed bids will be received at the Utilities Director's office, 576 West Park Avenue, Room 106, Barberton, OH 44203 until 2:00 p.m. April 16, 2026 and will be opened and read immediately thereafter for the

**WPCC & COLLECTION SYSTEM IMPROVEMENTS  
WPCC SLUDGE PUMP IMPROVEMENTS**

**ODOD OHIO BUILDS  
WATER & WASTEWATER INFRASTRUCTURE PROGRAM  
ROUND - 5 - FUNDED PROJECT**

**OPINION OF PROBABLE CONSTRUCTION COST:**

**BASE BID: \$292,000.00**

**ALTERNATE A - PIPE COATING: \$20,400**

**COMPLETION DATE: NOVEMBER 30, 2026**

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 One Hundred Dollars (\$100.00) for hard copies and Forty-Five Dollars (\$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.

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April 8, 2026

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03/26

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***SECTION 1***  
***BID DOCUMENTS***

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## INSTRUCTIONS TO BIDDERS

### PART 1 GENERAL

- 1.1 Sealed bids shall be received by the Owner at the location specified and until the time and date specified in the Advertisement for Bids/Public Notice to Bidders.
- 1.2 Each bid shall contain the full name and address of each person or company interested in said bid. If no other person be so interested, the Bidder shall distinctly so state the fact.
- 1.3 Bid forms must be completed in ink or by typewriter. Any corrections to the bid forms prior to submission must be initialed by the person signing the bid. Failure to submit any bid form(s) or other required document(s) may be cause for rejection of the bidder's bid at the sole discretion of the Owner.
- 1.4 Bids by Corporations must be executed in the corporate name by the President, Vice President, or other officer accompanied by evidence of authority to sign and the corporate seal must be affixed and attested by the Secretary on the Corporate Resolution form.
- 1.5 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.
- 1.6 All names must be typed or printed below the signature.
- 1.7 The bid shall contain an acknowledgment of receipt of all Addenda.
- 1.8 If a Bidder wishes to withdraw their bid prior to the opening of bids, they shall state their purpose in writing to the Owner before the time fixed for the opening, and when reached it shall be handed to them unread.
- 1.9 After the opening of bids, no Bidder may withdraw their bid for a period of 60 days.

### PART 2 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 2.1 Before submitting a bid, each Bidder must
  - A. Examine the Contract Documents thoroughly.
  - B. Visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress, or performance of the work.
  - C. Familiarize themselves with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work.
  - D. Study and carefully correlate Bidder's observations with the Contract Documents.

- 2.2 Reference is made to the Specific Project Requirements for the identification of any reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by the Engineer in preparing the drawings and specifications. Owner will make copies of such reports available to any Bidder requesting them if not made available with the bid documents. These reports are not guaranteed as to accuracy or completeness; nor are they part of the Contract Documents. Before submitting their bid each Bidder will, at their own expense, make such additional investigations and tests as the Bidder may deem necessary to determine their bid for performance of the work in accordance with the time, price and other terms and conditions of the Contract Documents.
- 2.3 Upon request, the Owner will provide each Bidder access to the site to conduct such reasonable investigations and tests as each Bidder deems necessary for submission for their bid.
- 2.4 The lands upon which the work is to be performed, rights-of-way for access thereto, and other lands designated for use by Bidder in performing the work are identified on the Drawings.
- 2.5 The submission of a bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of this section and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

### PART 3 ESTIMATED QUANTITIES

- 3.1 In Unit Price Contracts, the quantities of the work itemized in the bid are approximate only and the bidders are hereby notified that the estimated quantities made by the Engineer are merely for the guidance of the Owner in comparing on a uniform basis all bids received for the work.
- 3.2 The contract quantities, where itemized, are based on plan horizontal and vertical dimensions unless otherwise specified. It is the Contractor's responsibility to verify and determine actual quantities of materials such as pipe, pavement, subgrade, etc. in their ordering materials.
- 3.3 Payments, except for lump sum contracts and except for lump sum items in unit price contracts, will be made to the Contractor only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications.
- 3.4 The successful Bidder will be required to furnish the Owner with a complete breakdown of the lump sum bid items, to the satisfaction of the Engineer/Architect, before signing the Contract documents.

#### PART 4 CONTRACTOR'S QUALIFICATION

- 4.1 Bidder shall provide detailed information relating to similar projects completed within the past 5 years which demonstrates the bidder's capability, responsibility, experience, skill, and financial standing to undertake this type of project and shall include a list of all projects currently under construction including status and contact person.
- 4.2 Bidder shall own, have rental or lease agreements for, or otherwise have readily available any and all equipment and tools necessary for proper execution of the work. The Owner reserves the right to request lists of equipment or tools available for the project including sources.
- 4.3 Bidder shall provide pertinent information to the Owner relative to any pending suits or outstanding liens. If no information is provided by the Bidder, the Owner shall assume that any such suits or liens do not exist.
- 4.4 The Owner may require similar information on any or all subcontractors proposed by the Bidder.
- 4.5 Bids of corporations not chartered in the state in which the work will take place must be accompanied by proper certification that the corporation is authorized to do business in that state.

#### PART 5 SUBCONTRACTORS

- 5.1 The Bidder shall state on the appropriate bid form the names of all Subcontractors, Sub Consultants and other professional service providers proposed and the items of work they are to be assigned. All work not assigned to a Subcontractor shall be assumed by the Owner to be performed by the Bidder.
- 5.2 The Owner reserves the right to approve all subcontractors proposed by the Bidder. If the Owner, after due investigation, rejects the use of a proposed subcontractor, the apparent successful Bidder may either submit an acceptable substitution without increase in bid price or decline substitution and withdraw their bid without sacrificing their bid security. Any listed subcontractor to whom the Owner does not make written objection prior to award of contract, shall be deemed acceptable to the Owner.
- 5.3 Requests for changes of Subcontractor by the Bidder after the award shall be subject to the Owner's approval and shall not change the contract bid prices.
- 5.4 No contractor shall be required to employ any Subcontractor, person or organization against whom they have reasonable objection.

#### PART 6 BID REVIEW BY OWNER

- 6.1 The Owner reserves the right to reject any and all bids, to waive as an informality any and all irregularities, and to disregard all nonconforming, nonresponsive or conditional bids.

- 6.2 All extensions and totals of unit prices and quantities submitted as part of the bid shall be considered informal until verified by the Owner. All bids must be made on the forms contained herein and the bid prices must be written therein, in figures only. Unit prices shall be separately written for "Unit Price Labor," "Unit Price Material," and "Total Unit Price" for each item listed. Should an error in addition and/or multiplication be determined while checking the Contractor's math and verifying their total bid, the "Unit Price Labor" and the "Unit Price Material" figures shall govern in determining the correct "Total Unit Price" and the correct "Item Total."
- 6.3 Each bidder must bid on all Items, Alternates, Deductions, and Additions contained in the Bidding Forms. All bids not in conformity with this notice may be considered non-responsive and may be rejected.
- 6.4 More than one bid for the same work from an individual or entity under the same of different names will not be considered. Reasonable grounds for believing that any bidder has an interest in more than one bid for the work may be cause for disqualification of that bidder and the rejection of all bids in which the bidder has an interest. A subcontractor or supplier is not a bidder, and may submit prices to multiple bidders.
- 6.5 In evaluating bids, the Owner may consider:
- A. The qualifications and experience of the Bidder, proposed subcontractors, and principal material suppliers as outlined in the plans and specifications.
  - B. Financial ability and soundness of the Bidder and proposed subcontractors.
  - C. Completeness of all bid forms and bid requirements.
  - D. Alternates and unit prices requested in the Bid Forms.
  - E. Unit prices or schedules of values that are or appear to be unbalanced.
  - F. Previous contractual experience with the Owner.
  - G. Whether or not the bid package complies with the prescribed requirements.
  - H. The proposed completion date, if applicable.
  - I. Any other matter allowed by law or local ordinance or resolution.
- 6.6 Owner may conduct further investigations as they deem necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the Bidder, proposed Subcontractors, and other persons and organizations to do the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 6.7 Owner reserves the right to reject the bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

- 6.8 The Contract award shall be based on the lowest and best bid or lowest responsive and responsible bid (as applicable for the public contracting agency receiving bids) for the base bid and selected alternate items (if any) for this project.

## PART 7 BID SECURITY

- 7.1 Each bid must be accompanied by a certified or cashier's check in the amount of 10% of the amount bid, an irrevocable letter of credit in the amount of 10% of the amount bid or an original bond in the amount of 100% of the amount bid per O.R.C. Sections 153.54 and 153.571. The certified or cashier's check, or irrevocable letter of credit shall be from a financial institution authorized to transact business in the State of Ohio and acceptable to the Owner. The bond shall be underwritten by a Surety Company authorized to transact business in the State of Ohio having an Ohio agent and listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds." The bond shall be a "Bid Guarantee and Contract Bond" ("rollover bond") per O.R.C. Sections 153.54 and 153.571 submitted for the full amount of the bid **including all alternates**, if any.

If bid security is made by bond, the Bidder and their Surety shall sign the Supplemental Bond Acknowledgement form and submit with their bid.

- 7.2 The certified or cashier's check, irrevocable letter of credit, or bond shall be made payable to the Owner and shall serve as a guarantee that in the event the bid is accepted and a contract is awarded to the successful Bidder, the contract will be executed by the bidder including any certifications, certificates or additional bonds required by the contract.
- 7.3 Failure on the part of the successful Bidder to execute the contract documents will cause the certified or cashier's check, irrevocable letter of credit, or bond to be forfeited to the Owner as damages.
- A. If the Owner awards the contract without rebidding, the Bidder (and the Surety on their bond if a bond was submitted) shall be liable to the Owner for a penal sum not to exceed the difference between the low bid and the next lowest bidder or 10% of the amount of the bid, whichever is less.
- B. If the Owner does not award the Contract to the next lowest Bidder, but resubmits the project for bidding; the Bidder (and the Surety on their bond if a bond was submitted) shall be liable to the Owner for a penal sum not to exceed the costs in connection with the resubmission of bids or 10% of the amount of the bid, whichever is less.
- 7.4 Checks or letters of credit for bid security of all bidders will be returned in the manner and timeframe stipulated in the O.R.C. Section 153.54 Bid guaranty to be filed with bid.

## PART 8 CONTRACT BOND

- 8.1 As security for faithful performance and payment of all obligations under the Contract, the Owner shall require and the successful Bidder shall furnish either:
- A. *If submitted as Bid Security at time of bid:* "Bid Guarantee and Contract Bond" (AKA "rollover bond") per O.R.C. Sections 153.54 and 153.571.
  - B. *If a cashier's check or irrevocable letter of credit is submitted as Bid Security at time of bid:* Contract Bond per O.R.C. Sections 153.54 and 153.57, in the amount of 100% of the Contract Price. The Contractor and their Surety shall sign the Supplemental Bond Acknowledgement form and submit with the Contract forms
- 8.2 The bond shall be underwritten by a Surety Company authorized to transact business in the State of Ohio having an Ohio agent and listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds."
- 8.3 The contract bond shall cover correction of the work for the period stated in the specifications and the correction period shall start upon Final Acceptance of the entire project and final payment by the Owner.
- 8.4 Nothing in the performance of the Engineer's service to the Owner in connection with this project shall in any way imply any undertaking for the benefit of the successful Bidder, its subcontractor(s), or the surety of any of them.

## PART 9 AWARD AND EXECUTION OF CONTRACT

- 9.1 After the Owner's legislative body awards the project, the successful bidder will receive the unsigned contract documents. Within 10 days after their receipt, the successful Bidder shall sign and deliver to the Owner said contract documents including any certifications, certificates, or additional bonds required by the contract.
- 9.2 The Owner shall execute the Contract within 60 days after the day of the bid opening. When necessary and by mutual consent between the Owner and the Successful Bidder, this 60 day period may be extended.
- 9.3 The date of the Owner's signature on the Contract Agreement shall be the effective contract date.
- 9.4 The Owner shall execute and deliver to the successful Bidder one set of fully executed contract documents.

## PART 10 INSURANCE

- 10.1 Verification of limits for public liability, property damage, automobile, Worker's Compensation, or any other insurance required by the provisions of this Contract must be submitted to the Owner prior to execution of the Contract.
- 10.2 All insurance shall be endorsed so that it cannot be cancelled for non-payment of premium for 10 days or cancelled or non-renewed for any other reason in less than 30

days after a written notice of such proposed action by the insurer is given to the Owner. The cancellation clause on the Certificate(s) of Insurance shall read as specified in the Supplementary Conditions and failure to submit an insurance certificate and/or policy endorsement verifying same shall be reason for the Owner to consider the Contractor non-responsive in complying with the requirements for contract execution and may be cause for forfeiture of the Bid Security to Owner.

- 10.3 The Insurer's affording coverage shall be authorized to transact business in the State of Ohio and be listed on the most current Ohio Department of Insurance list of Ohio Licensed Companies.
- 10.4 The Contractor's Liability Insurance policy(s) shall be endorsed such that limits are on a Per Project basis.
- 10.5 The Contractor shall also provide an Owner's and Contractor's Protective Policy.

#### PART 11 NON-COLLUSION AFFIDAVIT

- 11.1 Collusion between bidders will be cause for rejection of affected bids and may be cause for rejection of all bids. Multiple bids submitted by one bidder under the same name or different names, whether as an individual, firm, partnership, corporation, profit or non-profit, affiliate, or association will be cause for rejection of bids. A subcontractor is not a bidder, and may submit prices to multiple bidders.
- 11.2 All bidders shall submit an affidavit that their bid is genuine and not collusive or sham; that such bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other bidder or person shall refrain from bidding; that such bidder has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person or persons interested in the proposed contract; that such bidder is the only party (or parties) who has an interest with the bidder in the profits of any contract which may result from the herein contained proposal; that no individual affiliated with the Owner, including but not limited to the head of any department, any employee, or any other official or officer of the Owner, is or will be directly or indirectly interested in this bid, and/or the profits from this bid if successful; that no individual affiliated with the Owner, including but not limited to the head of any department, any employee, or any other official or officer of the Owner, has or will receive anything of value as a result of the submission of this bid or its award; that no individual affiliated with the Owner, including but not limited to the head of any department, any employee, or any other official or officer of the Owner, has been solicited to provide assistance and/or provided assistance to the bidder which might give the bidder a competitive advantage or circumvent the competitive bidding process; and that all statements contained in said proposal are true; and further, that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

- 11.3 Each bid must be accompanied by a completed Noncollusion Affidavit provided within the contract documents.
- 11.4 Where there is reason to believe collusion or combination among bidders exists, the Owner reserves the right to reject the bid of those concerned.

PART 12 DELINQUENT PERSONAL PROPERTY STATEMENT

- 12.1 Included with the contract documents is a Delinquent Personal Property Statement to be filled out by the successful Bidder.
- 12.2 The statement shall be sent to both the County Auditor and the County Treasurer. A signed copy shall remain in the contract documents as well.

PART 13 ORIGINAL DOCUMENTS

- 13.1 All bid forms, contract forms, bonds and any other bid documents or contract documents requiring signatures shall be submitted with original signatures. No photo copies or faxed copies of signed documents shall be accepted.

PART 14 ADDENDA

- 14.1 The bidder shall be responsible to obtain Addenda from the web at <https://bids.verdantas.com> .

END OF SECTION 01/28/26

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# **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 Bidders.

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***SECTION 2***  
***CONTRACT FORMS***

---

NOTICE OF AWARD

TO: «ContractName»  
«ContractAddr»  
«ContractCity», «ContractState» «ContractZip»

PROJECT: «TitleCaps»

You are notified that your Bid which was opened on «Bidopening» has been accepted for items in the amount of «ContractDollars» at the unit bid prices as reflected in the bid tabulation contained herein for the *(fill in awarded parts, i.e. for Base Bid and Alternate C, ..... or delete)*.

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Bonds, Certificates of Insurance, and other documents within 10 calendar days from the date of receipt of this Notice.

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

The Owner will return to you one (1) fully signed set of the contract documents.

«OwnerCaps»

---

«OwnerCEOFirst» «OwnerCEOLast», «OwnerCEOTitle»

ACKNOWLEDGMENT

«ContractCAPName»

---

«ContractFirst» «ContractLast», «ContractTitle»

## CONTRACT

FOR «TitleCaps»

THIS CONTRACT, made and entered into at «OwnerCity», «OwnerState», this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between the «OwnerMuni» (“OWNER”), «OwnerState» and «ContractName» (“CONTRACTOR”).

WITNESSETH: That the said CONTRACTOR has agreed and by this presents does agree with the OWNER for the consideration hereinafter mentioned and contained, and under penalty expressed in a bond given with these presents, and herein contained or hereunto annexed, to furnish at its own cost and expense, all the necessary tools, equipment, materials, labor, and tests in an expeditious, substantial and workmanlike manner, the equipment and appurtenances herein contemplated, commencing work within 20 days from the date of the Notice to Proceed and executing the work within the time and in the manner specified and in conformity with the requirements set forth in this Contract.

The following form essential parts of the Contract (may vary with project).

1. Advertisement for Bids/Public Notice to Bidders
2. Instruction to Bidders
3. Bid Forms and Proposal
4. Contract Forms and Exhibits
5. Contract Bond – ORC 153.571 or ORC 153.57
6. Contract Provisions
7. General Conditions
8. Supplementary Conditions
9. Specifications
10. Specific Project Requirements
11. Prevailing Wage Rate Schedule
12. Contract Drawings; if any.
13. Addenda; if any.

The CONTRACTOR agrees and understands that the work on this contract shall be subject to the acceptance of the OWNER based upon and in accordance with the contract specifications and contract plans and drawings on file in the office of the OWNER.

The CONTRACTOR agrees that each individual employed by the CONTRACTOR or any Subcontractor and engaged in work on the project under this contract shall be paid by prevailing wage established by the Department of Industrial Relations of the State of Ohio or the U.S. Department of Labor (Davis-Bacon Act) as detailed in the section titled "Wage Rates." This shall occur regardless of any contractual relationship which may be said to exist between the Contractor or any Subcontractor and such individual. ***(if a School District, delete this paragraph)***

The CONTRACTOR shall proceed with the said work in a prompt and diligent manner and shall do the several parts thereof. Further the CONTRACTOR shall complete the whole of said work in accordance with the specifications and contract drawings to the satisfaction of the OWNER on or before the time stated, and in default of completion within the time as fixed, the CONTRACTOR shall pay to the OWNER as liquidated damages, an amount equal to «Liquidated», for each and every day (Sundays and legal holidays excepted) the completion of the work may be delayed beyond the date fixed in the manner and as stipulated.

It is hereby mutually agreed that the OWNER is to pay and the CONTRACTOR is to receive, as full compensation for furnishing all materials and labor in building, constructing and testing and in all respect completing the herein described work and appurtenances in the manner and under the conditions herein specified, the prices stipulated in the proposal herein contained or hereto annexed and the total contract sum is «ContractDollars».

This Contract shall be in full force and effect from the date of execution by the OWNER and CONTRACTOR.

IN WITNESS WHEREOF: The OWNER and CONTRACTOR hereunto affixed their signature the day and year first mentioned above.

«ContractCAPName»

---

«ContractFirst» «ContractLast», «ContractTitle»

«OwnerCaps»

---

«OwnerCEOFirst» «OwnerCEOLast», «OwnerCEOTitle»

I hereby certify that funds in the amount of «ContractAmtwords» Dollars («ContractDollars») necessary for the foregoing Contract have been appropriated and are in the Treasury, or are in the process of collection, or are available through grants and/or loans from other funding sources.

---

«OwnerFiscalFirst» «OwnerFiscalLast», «OwnerFiscalTitle»

APPROVED AS TO FORM:

---

«OwnerLegalName», «OwnerLegalTitle»

**THE CONTRACTOR SHALL FURNISH THE FOLLOWING ITEMS  
WITHIN 10 DAYS OF NOTIFICATION OF AWARD:**

- A) **CERTIFICATE OF INSURANCE FOR  
CONTRACTOR'S PUBLIC LIABILITY INSURANCE POLICY  
AND AUTOMOTIVE INSURANCE POLICY**  
*Owner, Verdantas LLC, CT Consultants, Inc., Named as Additional Insured*
  
- B) **CERTIFICATE OF INSURANCE FOR  
OWNER'S AND CONTRACTOR'S PROTECTIVE POLICY**  
*Owner Named as Insured (No Additional Insured)*
  
- C) **CERTIFICATE OF WORKER'S COMPENSATION**
  
- D) **CONTRACT BOND THAT COMPLIES WITH ORC 153.54 AND 153.57**

\* D above is not required if a bond complying with ORC 153.54 and 153.571 (rollover bond) was submitted at time of bid.

DELINQUENT PERSONAL PROPERTY STATEMENT

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

«ContractName», having been awarded a contract by the «OwnerMuni», «OwnerState», hereby affirms under oath, pursuant to Ohio Revised Code Section 5719.042, that at the time the bid was submitted, my company **was / was not (CIRCLE ONE)** charged with delinquent personal property taxes on the General Tax List of Personal Property for «OwnerCounty» County, Ohio.

If such charge for delinquent personal property tax exists on the General Tax List of Personal Property for «OwnerCounty» County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest shall be set forth below.

A copy of this statement shall be transmitted by the Taxing District's Fiscal Officer to the County Treasurer within thirty days of the date it is submitted. A copy of this statement shall also be incorporated into the Contract made between «OwnerMuni», «OwnerState», and «ContractName», and no payment shall be made with respect to any Contract unless such statement has been so incorporated as a part thereof.

Delinquent Personal Property Tax	\$ _____
Penalties	\$ _____
Interest	\$ _____

«ContractCAPName»

\_\_\_\_\_  
«ContractFirst» «ContractLast», «ContractTitle»

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

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

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



NOTICE TO PROCEED

Project: «Title»

Owner: «OwnerMuni»  
«OwnerAddr»  
«OwnerCity», «OwnerState» «OwnerZip»

To: «ContractName»  
«ContractAddr»  
«ContractCity», «ContractState» «ContractZip»

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

You are hereby notified to commence work in accordance with the Contract. All work shall be completed by «Completion\_Date».

«OwnerCaps»

\_\_\_\_\_  
«OwnerCEOFirst» «OwnerCEOLast», «OwnerCEOTitle»

**THE OWNER OR THEIR AUTHORIZED REPRESENTATIVE SHALL INSERT THE FOLLOWING CONTRACT DOCUMENTATION IN THE EXECUTED CONTRACT:**

**A) FINDINGS FOR RECOVERY – ORC 9.24**  
**(<http://ffr.ohioauditor.gov/> )**

**B1) CHECK FOR DEBARRED CONTRACTORS IN THE STATE OF OHIO**  
**(<https://www.sos.state.oh.us/records/debarred-contractors/> )**

**B2) CHECK FEDERAL SAM (System for Award Management) for  
FEDERAL FUNDING (including sub-contractors), (if applicable)**  
**(<https://www.sam.gov/SAM/> )**

**C) NOTIFICATION OF SURETY AND AGENT OF CONSTRUCTION  
CONTRACT AWARD – ORC 9.32 (if applicable)**

**D) NOTIFICATION TO UTILITY COMPANIES OF COMMENCEMENT  
OF CONTRACT EXECUTION – ORC 153.64 (if applicable)**

---

***SECTION 3***  
***GENERAL CONDITIONS***

---

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

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

**ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE**

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

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AMERICAN SOCIETY OF CIVIL ENGINEERS

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*A Practice Division of the*  
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.
  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, 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 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 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, 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 Engineer.
  - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of

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

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

#### **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 Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from 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.

## 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. 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 of Contractor's obligation to perform the Work in accordance with the Contract Documents:
1. observations by Engineer;
  2. recommendation by Engineer or payment by Owner of any progress or final payment;
  3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. use or occupancy of the Work or any part thereof by Owner;
  5. any review and approval of a Shop Drawing or Sample submittal 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 indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 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. If such other work is not noted in the Contract Documents, then:
1. written notice thereof will be given to Contractor prior to starting any such other work; and
  2. 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.
- B. 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.
- C. 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.

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***SECTION 4***  
***SUPPLEMENTARY CONDITIONS***

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## SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 ed.) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented herein or in the Specific Project Requirements remain in full force and effect.

SC-1.01            The terms used in these Supplementary Conditions which are defined in the General Conditions have the meaning assigned to them in the General Conditions.

SC-2.02            Delete paragraph 2.02(A) in its entirety and insert the following in its place:

Owner shall furnish one (1) printed/hard copy of the drawings and Project Manual which shall be an executed contract set and one set in electronic format (.pdf), if requested.

SC-2.03(A)        In the last sentence of 2.03A, change "sixtieth day" to "ninetieth day."

SC-4.02(A)        Change "Supplementary Conditions" to read "Specific Project Requirements."

SC-4.06(G)        Delete paragraph 4.06(G) in its entirety.

SC-5.03(A)(1)    The required Certificate of Insurance shall be in a form satisfactory to the Owner (most current version of ACORD 25 or approved equal). If the Contractor fails to procure and maintain any specified and/or required insurance, the Owner shall have the right to procure and maintain the said insurance for and in the name of the Contractor and the Contractor shall pay the cost thereof and shall furnish all necessary information to make effective and maintain such insurance.

SC-5.04(B)(1)    Change "Supplementary Conditions" to read "Specific Project Requirements."

SC-5.04(B)(2)    The limits of liability for the insurance required by paragraph 5.04(A) of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

All of the limits below may be satisfied with an Umbrella/Excess Liability as needed to increase the Primary Policy to required limits.

5.04(A)(1) and (2) Workers' Compensation, etc., under paragraphs 5.04(A)(1) and 5.04(A)(2) of the General Conditions:

- |  |             |
|--|-------------|
| (a) State                                      | Statutory   |
| (b) Applicable Federal (e.g., Longshoreman's): | Statutory   |
| (c) Employer's Liability:                      | \$1,000,000 |

5.04(A)(3), (4) and (5). Contractor's Liability Insurance under paragraphs 5.04(A)(3) through 5.04(A)(5) of the General Conditions which shall also include completed operations and product liability coverage.

- (a) Bodily Injury and Property Damage, Combined Single Limit (CSL) (Except Products and Completed Operations) Property Damage liability insurance will provide Explosion, Collapse, and Underground coverage where applicable.

Each Occurrence	\$2,000,000
General Aggregate	\$4,000,000

- (b) Products and Completed Operations Aggregate \$1,000,000

Products and Completed Operations to be maintained for two (2) years after final payment and Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period.

- (c) Personal and Advertising Injury (Per Person/Organization and per occurrence). \$1,000,000

- (d) Fire Damage \$100,000

- (e) If the General Liability Policy includes a General Aggregate, such policy shall be endorsed to have the General Aggregate Per Project Aggregate Limit.

5.04(A)(6) Automobile Liability - (Owned, Non-Owned, Hired)  
Contractor may provide split limits or combined single limit.

- (a) Split Limits:

Bodily Injury,	Each Person:	\$2,000,000
	Each Occurrence	\$2,000,000
Property Damage,	Each Occurrence	\$1,000,000

**or**

- (b) Combined Single Limit

Bodily Injury and Property Damage,	\$2,000,000
Each Occurrence	

SC-5.04(B)(3) Add the following to the end of the paragraph: “to the extent available in the insurance industry with industry standard exclusions and as allowed under the laws and regulations in the State of Ohio;”

SC-5.04(B)(4) Add the following:

Written notice of cancellation for non-payment of premium shall be at least 10 days.

Add the following section:

SC-5.04(C) Unless otherwise stated in Specific Project Requirements, the Contractor shall purchase and provide an "Owner's and Contractor's Protective Policy" with an immediate Effective Date and the **Owner listed as the Insured (No additional insureds)** for the following limits:

Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Add the following section:

SC-5.04(D) Unless otherwise stated in Specific Project Requirements the Contractor shall purchase and maintain during the Contract Time "All Risk Builders' Risk Insurance," and/or "Installation Floater Insurance," and/or "Boiler and Machinery Insurance," and any and all insurance requirements of section GC-5.06 of the General Conditions as applicable for the type of work to be performed upon the Project to the full insurable value thereof for the benefit of the Owner, the Contractor, Subcontractors and Suppliers as their interest may appear. This insurance shall cover the work until final acceptance and final payment by the Owner. This provision shall in no way release the Contractor or Contractor's Surety from obligations under the Contract Documents to fully complete the Project. The original policy(s) shall be filed with the Owner or his designated representative.

SC-5.05 *Owner's Liability Insurance*

See SC-5.04(C) above.

SC-5.06 *Property Insurance*

Unless otherwise stated in Specific Project Requirements, the Contractor, not the Owner, shall purchase and maintain during the Contract Time all property insurance required in section GC-5.06 of the General Conditions and as outlined in SC-5.04(D) above.

Add the following section:

SC-6.02(C) The Contractor shall be responsible for the Owner and/or Engineer's additional inspection and administrative costs for work performed beyond regular working hours as defined in this Section.

SC-6.07(B) Delete paragraph 6.07(B) in its entirety.

SC-6.09 (D) Add the following:

D. The contractor agrees to the requirements of RC 153.59, RC 153.591, and RC 153.60.

Add the following section:

SC-6.10(B) Add the following:

Should the Owner be exempt from Ohio State Sales and Use Taxes on materials and equipment to be incorporated in the Project, the Contractor may obtain a waiver and said taxes shall not be included in the Contract Price.

1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the work
2. Owner's exemption to Contractor does not apply to construction tools, machinery, equipment, or other property by or leased by Contractor, or to supplies or materials not incorporated into the work.

The Contractor shall withhold and/or pay all consumer, use, property, employment, income and other taxes in accordance with the laws and regulations of the United States, State of Ohio, Owner and other applicable agencies which are applicable during the performance of the work.

SC-6.17 *Shop Drawings and Samples*

Add the following new paragraphs immediately after paragraph 6.17(E):

- F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three (3) submittals. Engineer will record Engineer's time for reviewing subsequent materials of shop drawings, samples, or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.
- G. In the event that Contractor requests a substitution for a previously approved item, Contractor shall reimburse Owner for Engineer's charges for such time unless the need for such substitution is beyond the control of the Contractor.

SC-7.02 Delete Section 7.02 of the General Conditions in its entirety and insert the following:

SC-7.02(A) The General Construction Contractor shall be referred to and defined as the Construction Coordinator.

SC-7.02(B) Duties of the Construction Coordinator include the following:

1. Scheduling and coordinating the work of the Prime Contractors including submission and periodic updating of project schedule.
2. Establishing and administrating the site safety program and procedures for the project.
3. See that permits are applied for and obtained on a timely basis. Advise the Engineer of any problems related to permit approval.
4. Monitoring compliance with Laws and Regulations.
5. Maintain project site for dust, sedimentation, debris, waste, and general site cleanliness.
6. Coordinate location and use of temporary construction facilities including but not limited to sanitary, water, power, telephone, and parking.
7. Coordinate Owner interface for utility tie-ins/shut downs.
8. Monitor shop drawing submittal and coordination of submittal information between Prime Contractors.

SC-10.01 (A) Add the following:  
The Owner may request from the Contractor and the Contractor shall provide within ten days of the request, a quote for all ordered changes in the work or work the Owner may be considering to be ordered. The quote shall be a line item, detailed, itemized breakdown of the work.

SC-11.01(A) For purposes of "Cost of the Work" delete Section 11.01(A), (B), and (C) of the General Conditions in their entirety and insert ODOT 109.05, in its place.

SC-13.07(A) In the First sentence of Section 13.07(A) remove "Substantial Completion" and insert "Final Acceptance of the entire project and final payment by the Owner."

SC-13.07(C) Remove 13.07(C) and replace with the following:

All materials and equipment shall be warranted by the respective material supplier or equipment manufacturer until the end of the Contractor's "correction period" (or longer if specified elsewhere in the contract) regardless of date of initial installation or operation of the material or equipment. The cost of such extended warranties as needed from material suppliers or equipment manufacturers to provide warranty coverage until the end of the "correction period" or other period as specified in the contract shall be the responsibility of the prime contractor and shall be assumed to have been included in his bid.

SC-14.02(A) (3) Delete Section 14.02(A) (3) of the General Conditions in its entirety and insert the following:

Until the job is 50% complete, the Contractor will be paid 92% of the estimated value of labor and material completed in acceptable form. After the work is 50% complete, no further funds shall be retained and the Contractor shall be paid 100% of the estimated value of the remaining labor and material completed in acceptable form, provided that the Contractor is making satisfactory progress and there is no specific cause for greater withholding. Upon the Owner's agreement that the project is substantially complete, the Retainage may be reduced to twice the value of the remaining punch list work subject to the recommendation of the Engineer and the approval by the Owner.

Add the following section:

SC-14.02(A) (4)

Payment for stored materials at invoice prices or at the unit price bid for materials, or the lesser value of the two, will be made for accepted nonperishable equipment and materials which are to be incorporated into the work, when accepted, delivered, properly stored, and protected upon the site and verified to the Engineer by a copy of the invoice. For materials and equipment meeting the foregoing conditions, the Owner will pay, when properly included in an approved estimate, 92% of the invoice value of the same. Subsequent to the inclusion of a payment for delivered materials in a progress payment, Contractor shall submit no later than the next payment submission, a partial waiver of lien from each and every supplier for whom delivered materials were paid. If no such waiver is submitted prior to or along with the next payment, the amount of delivered materials paid commensurate with that particular item will be deducted from future payments. No payment for delivered materials shall be made for any items that are scheduled to be incorporated in the work within 30 days of submission of the pay estimate. Delivered materials will not be paid in any given month for a total amount less than \$5,000.00. Payment for delivered materials for such items as pipe backfill and roadway subbase will not be routinely considered.

SC-16.01 Delete Article 16 in its entirety and replace with the following:

10/17

## **ARTICLE 16 - DISPUTE RESOLUTION AGREEMENT - JUDICIAL SYSTEM**

OWNER and CONTRACTOR hereby agree that Article 16 of the General Conditions to the Agreement between OWNER and CONTRACTOR is amended to include the following agreement of the parties:

16.01 All claims, disputes and other matters in question between Owner and Contractor arising out of or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by Paragraph 14.09) will be decided through the Summit County Court of Common Pleas. Arbitration will be entered into only if agreed upon in writing by both parties.

END OF SECTION

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***SECTION 5***  
***SPECIFICATIONS***

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## SECTION 011100 - SUMMARY OF WORK

### PART 1 - GENERAL

#### 1.1 LOCATION OF THE PROJECT

- A. The project is located in Barberton, Ohio at the City of Barberton Water Pollution Control Center.

#### 1.2 PROJECT DESCRIPTION

- A. The project consists of the replacement of three (3) progressive cavity sludge pumps, two (2) sludge grinders, valving on the sludge lines, and other improvements.

#### 1.3 SPECIFICATIONS

- A. In general, these Specifications describe the work to be performed by the various trades, other than work specifically excluded. It shall be the responsibility of the Contractor and Subcontractors to perform all work incidental to their trade, whether or not specific mention is made of each item, unless such incidentals are included under another Item.
- B. It is advised that the Contractor and all Subcontractors familiarize themselves with the contents of the complete Specifications, particularly for the trades preceding, following, related or adjacent to their work.

#### 1.4 DRAWING SCHEDULE

- A. The work to be done under this Contract is shown within the Drawings – Sheets 1 – 5.

END OF SECTION 011100

## SECTION 011419 – USE OF SITE

### PART 1 - GENERAL

#### 1.1 GENERAL

- A. The Contractor will be allowed the use of as much of the site designated for the improvements as is necessary for his operation.

#### 1.6 PROTECTING EXISTING BUILDINGS, STRUCTURES AND ROADWAYS

- A. The Contractor shall, at his own expense, shore up and protect any buildings, roadways, utilities or other public or private structures which may be encountered or endangered in the prosecution of the work, and that may not be otherwise provided for, and he shall repair and make good any damages caused to any such property by reason of his operations. No extra payment will be made for said work or material, but the cost of this work must be included in the price stipulated for the work to be done under this contract.

#### 1.7 SITE FACILITIES

- A. The Contractor shall furnish and place sufficient quantities of portable toilet facilities at locations convenient for use by the Contractor's personnel, Subcontractors, the Engineer, and the Owner.

#### 1.8 RESTORATION

- A. The contractor shall restore all areas per the plans and specifications and if not specified, at least to the condition existing prior to the start of work.

END OF SECTION 011419

## SECTION 011423 - ADDITIONAL WORK, OVERTIME

### PART 1 - GENERAL

#### 1.1 NIGHT, SUNDAY AND HOLIDAY WORK

- A. No work will be permitted at night, Sunday or legal holidays except as noted on the plans or in the case of emergency and then only upon written authorization of the Engineer. Where no emergency exists, but the Contractor feels it advantageous to work at night, Sunday or legal holidays, the Contractor shall notify the Engineer at least two (2) days in advance, requesting written permission. Any work performed during the absence of the Engineer will be done at the Contractor's risk and responsibility and may be subject to rejection upon later inspection.

END OF SECTION 011423

## SECTION 012300 - ALTERNATES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements governing Alternates.

#### 1.3 DEFINITIONS

- A. Definition: An alternate is an amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if the Owner decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

- 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate the Alternate into the Work. No other adjustments are made to the Contract Sum.

#### 1.4 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent Work as necessary to completely and fully integrate that Work into the Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.
- B. Notification: Immediately following the award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate whether alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other Work of this Contract.

- D. Schedule: A "Schedule of Alternates" is included at the end of this Section. Specification Sections referenced in the Schedule contain requirements for materials necessary to achieve the Work described under each alternate.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. Alternate No. A – Pipe Coating: Alternative includes the preparation and coating of all 6-inch and 8-inch sludge piping within the pipe gallery and as shown in the contract drawings.

END OF SECTION 012300

## SECTION 012513 – PRODUCT SUBSTITUTION PROCEDURES

### PART 1 - GENERAL

#### 1.1 MATERIALS AND EQUIPMENT

- A. In the specifications and on the Engineer's drawings, are specified and shown certain pieces of equipment and materials deemed most suitable for the service anticipated. This is not done to eliminate other equipment and materials equally as good and efficient. The Contractor shall prepare his bid on the particular materials and equipment specified. Following the award of the contract, should the Contractor desire to use other equipment and materials, he shall submit to the Owner a written request for such change and state the advantage to the Owner and the savings or additional cost involved by the proposed substitution. The determination as to whether or not such change will be permitted rests with the Owner and the Engineer.
- B. Each major item of equipment shall be inspected by a manufacturer's representative during installation and upon completion of the work. The Contractor shall supply the Engineer with a certificate of such inspection.

END OF SECTION 012513

## SECTION 013216 – CONSTRUCTION PROGRESS SCHEDULE

### PART 1 - GENERAL

#### 1.1 PROGRESS SCHEDULE

- A. Immediately after signing the Contract, the General Construction Contractor shall prepare a graphic progress schedule, indicating the work to be executed during each month and the rate of expected progress to secure completion on the agreed-upon completion date. The progress schedule shall be approved by the Engineer and Owner prior to starting work on the site. Copies of such graphic progress charts, upon which has been indicated the actual progress, shall be furnished to the Engineer with each requisition for payment.
  
- B. Should the rate of progress fall materially behind the scheduled rate of progress, and unless the delay is authorized by the Engineer, each offending Contractor shall furnish additional labor, work overtime, or take other necessary means required for completion of the work on the scheduled date. No additional compensation beyond the set Contract price shall be paid for action taken or overtime expense incurred in maintaining scheduled progress.

END OF SECTION 013216

## SECTION 013236 – VIDEO MONITORING AND DOCUMENTATION

### PART 1 - GENERAL

#### 1.1 SCOPE

- A. Provide all labor, materials, equipment, and services, and perform all operations necessary to furnish to the Owner a complete color audio-video record on a USB Flash Drive of the surface features within the proposed construction zone of influence. This record shall include, but not be limited to, all audio-video USB Flash Drives, storage cases, video logs, and indexes. The purpose of this coverage shall be to accurately document the pre-construction condition of these surface features.

#### 1.2 QUALIFICATIONS

- A. The color audio-video documentation shall be done by a responsible commercial firm known to be skilled and regularly engaged in the business of pre-construction color audio-video documentation. The firm shall furnish such information as the Owner deems necessary to determine the ability of that firm to perform the work in accordance with the Contract specifications.

#### 1.3 PRODUCTS

- A. The color audio-video recording delivered to the Owner shall be on a high-quality USB Flash Drive.

END OF SECTION 013236

## SECTION 013323 - SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

### PART 1 - GENERAL

#### 1.1 GENERAL

- A. The Contractor shall submit detailed drawings, acceptable catalog data, specifications and material certifications for all equipment and materials specified or required for the proper completion of the work.
- B. The intent of these items is to demonstrate compliance with the design concept of the work and to provide the detailed information necessary for the fabrication, assembly and installation of the work specified. It is not intended that every detail of all parts of manufactured equipment be submitted, however sufficient detail will be required to ascertain compliance with the specifications and establish the quality of the equipment proposed.

Shop Drawings shall be sufficiently clear and complete to enable the Engineer/Architect and Owner to determine that items proposed to be furnished conform to the specifications and that items delivered to the site are actually those that have been reviewed.

- C. It is emphasized that the Engineer/Architect's review of Contractor's submitted data is for general conformance to the contract drawings and specifications but subject to the detailed requirements of drawings and specifications. Although the Engineer/Architect may review submitted data in detail, such review is an effort to discover errors and omissions in Contractor's drawings. The Engineer/Architect's review shall in no way relieve the Contractor of his obligation to properly coordinate the work and to Engineer/Architect the details of the work in such manner that the purposes and intent of the contract will be achieved. Such review by the Engineer/Architect shall not be construed as placing on him or on the Owner any responsibility for the accuracy and for proper fit, functioning or performance of any phase of the work included in the contract.
- D. Shop Drawings shall be submitted in proper sequence and with due regard to the time required for checking, transmittal and review so as to cause no delay in the work. The Contractor's failure to transmit appropriate submittals to the Engineer/Architect sufficiently in advance of the work shall not be grounds for time extension.
- E. The Contractor shall submit Shop Drawings for all fabricated work and for all manufactured items required to be furnished in the Contract in accordance with the General Provisions and as specified herein. Shop Drawings shall be submitted in sufficient time to allow at least twenty-one (21) calendar days after receipt of the Shop Drawings from the Contractor for checking and processing by the Engineer/Architect.
- F. It is the responsibility of each Prime Contractor to furnish to all other Prime Contractors and especially the General Construction Contractor reviewed Shop Drawings for guidance in interfacing the various trades; i.e., sleeves, inserts, anchor bolts, terminations, and space requirements.

- G. No work shall be performed requiring Shop Drawings until same have been reviewed by Engineer/Architect.
- H. Accepted and reviewed Shop Drawings shall not be construed as approval of changes from Contract plan and specification requirements.
- I. The Engineer/Architect will review the first and second Shop Drawing item submittals at no cost to the Contractor. Review of the third submittal and any subsequent submittal will be at the Contractor's expense. Payment will be deducted from the Contract amount at a rate of 2.8 times direct labor cost plus expenses.

## 1.2 SUBMITTAL PROCEDURE

- A. All required submissions shall be made to the Engineer/Architect by the Prime Contractor(s) only. Any data prepared by subcontractors and suppliers and all correspondence originating with subcontractors, suppliers, etc., shall be submitted through the Contractor.
- B. Contractor shall review and approve all Shop Drawings prior to submission. Contractor's approval shall constitute a representation to Owner and Engineer/Architect that Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that Contractor has reviewed or coordinated each Shop Drawing or sample with the requirements of the work and the Contract Documents.
- C. Submittal Preparation: Mark each submittal with a permanent label or page for identification. Provide the following information on the label for proper processing and recording of action taken:
  - 1. Location
  - 2. Project Name
  - 3. Contract
  - 4. Name and Address of Engineer/Architect
  - 5. Name and Address of Contractor
  - 6. Name and Address of Subcontractor
  - 7. Name and Address of Supplier
  - 8. Name of Manufacturer
  - 9. Number and Title of appropriate Specification Section
  - 10. Drawing Number and Detail References, as appropriate.
  - 11. Submittal Sequence or Log Reference Number.
    - a. Provide a space on the label for the Contractor's review and approval markings and a space for the Engineer/Architect's "Action Stamp".
- D. Each Shop Drawing, sample and product data submitted by the Contractor shall have affixed to it the following Certification Statement including the Contractor's Company name and signed by the Contractor:

Certification Statement: By this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data and I have checked and coordinated each item with other applicable approved shop drawings and all Contract requirements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

- E. Shop Drawings shall be submitted in not less than six (6) copies to the Engineer/Architect at the address specified at the Preconstruction Conference. Single mylar or sepia reproducible copies of simple Shop Drawings may be submitted with prior approval of the Engineer/Architect.
- F. At the time of each submission, Contractor shall in writing identify any deviations that the Shop Drawings or samples may have from the requirements of the Contract Documents.
- G. Drawings shall be clean, legible and shall show necessary working dimensions, arrangement, material finish, erection data, and like information needed to define what is to be furnished and to establish its suitability for the intended use. Specifications may be required for equipment or materials to establish any characteristics of performance where such are pertinent. Suitable catalog data sheets showing all options and marked with complete model numbers may, in certain instances, be sufficient to define the articles which it is proposed to furnish.
- H. SAMPLES: For product which require submittal of samples, furnish samples so as not to delay fabrication, allowing the Engineer reasonable time for the consideration of the samples submitted. Properly label samples, indicating the material or product represented, its place of origin, the names of the vendor and Contractor and the name of the project for which it is intended. Ship samples prepaid. Accompany samples with pertinent data required to judge the quality and acceptability of the sample, such as certified test records and, where required for proper evaluation, certified chemical analyses.

1.3 REVIEW PROCEDURE

- A. Engineer/Architect will review with reasonable promptness all properly submitted Shop Drawings. Such review shall be only for conformance with the design concept of the Project and for compliance with the information given in the plans and specifications and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident thereto.
- B. The review of a separate item as such will not constitute the review of the assembly in which the item functions. The Contractor shall submit entire systems as a package.
- C. All Shop Drawings submitted for review shall be stamped with the Engineer/Architect's action and associated comments.

- D. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Engineer/Architect will review each submittal, mark to indicate action taken, and return accordingly. Compliance with specified characteristics is the Contractor's responsibility.

Action Stamp: The Engineer/Architect will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:

1. If Shop Drawings are found to be in general compliance, such review will be indicated by marking the first statement.
  2. If only minor notes in reasonable number are needed, the Engineer/Architect will make same on all copies and mark the second statement. Shop Drawings so marked need not be resubmitted.
  3. If the submitted Shop Drawings are incomplete or inadequate, the Engineer/Architect will mark the third statement, request such additional information as required, and explain the reasons for revision. The Contractor shall be responsible for revisions, and/or providing needed information, without undue delay, until such Shop Drawings are acceptable. Shop Drawings marked with No. 3 shall be completed resubmitted.
  4. If the submitted Shop Drawings are not in compliance with the Contract Documents, the Engineer/Architect will mark the fourth statement. The Contractor will be responsible to submit a new offering conforming to specific products specified herein and/or as directed per review citations.
- E. No submittal requiring a Change Order for either value or substitution or both, will be returned until the Change Order is approved or otherwise directed by the Owner.

# APPLICATION FOR USE OF SUBSTITUTE ITEM

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

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

SPECIFIED ITEM:

Page	Paragraph	Description
A.		The undersigned requests consideration of the following as a substitute item in accordance with Article 6.05 of the General Conditions.
B.		Change in Contract Price (indicate + or -) \$ _____
C.		Attached data includes product description, specifications, drawings, photographs, references, past problems and remedies, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified. For consideration of the attached data as SHOP DRAWINGS, submittal shall be in accordance with requirements of Section 013323.
D.		Attached data also includes a description of changes to the Contract Documents that the proposed substitution will require for its proper installation.

The undersigned certifies that the following paragraphs, unless modified by attachments are correct:

1. The proposed substitute does not affect dimensions shown on Drawings.
2. The undersigned will pay for changes to the building design, including engineering design, detailing, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse affect on other contractors, the construction schedule, or specified warranty requirements. (If proposed substitution affects construction schedule, indicate below using + or -)

\_\_\_\_\_ CONSECUTIVE CALENDAR DAYS

4. Maintenance and service parts will be locally available for the proposed substitution.

The undersigned further states that the function, appearance, and quality of the proposed substitution are equivalent or superior to the specified item, and agrees to reimburse the OWNER for the charges of the ENGINEER for evaluating this proposed substitute item.

E. Signature:

Firm:

Address:

Telephone:

Date:

Attachments:

For use by ENGINEER:

\_\_\_\_\_ Accepted as evidenced by affixed SHOP DRAWING REVIEW stamp.

\_\_\_\_\_ Accepted as evidenced by included CHANGE ORDER.

\_\_\_\_\_ Not accepted as submitted. See Remarks.

\_\_\_\_\_ Acceptance requires completion of submittal as required for SHOP DRAWINGS.

\_\_\_\_\_ Not accepted. Do not resubmit.

By:

Date:

Remarks:

# APPLICATION FOR USE OF "OR-EQUAL" ITEM

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

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

SPECIFIED ITEM:

Page	Paragraph	Description
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A. The undersigned requests consideration of the following as an "or-equal" item in accordance with Article 6.05 of the General Conditions.

B. Change in Contract Price (indicate + or -) \$ \_\_\_\_\_

C. Attached data includes product description, specifications, drawings, photographs, references, past problems and remedies, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified. For consideration of the attached data as SHOP DRAWINGS, submittal shall be in accordance with requirements of Section 013323.

D. Signature:

Firm: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Attachments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For use by ENGINEER:

\_\_\_\_\_ Accepted as evidenced by affixed SHOP DRAWING REVIEW stamp.

\_\_\_\_\_ Accepted as evidenced by included CHANGE ORDER.

\_\_\_\_\_ Not accepted as submitted. See Remarks.

\_\_\_\_\_ Acceptance requires completion of submittal as required for SHOP DRAWINGS.

\_\_\_\_\_ Not accepted. Do not resubmit.

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

Remarks: \_\_\_\_\_  
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END OF SECTION 013323

## SECTION 013326 – PRODUCT TESTING AND CERTIFYING

### PART 1 - GENERAL

#### 1.1 QUALITY OF MATERIALS

- A. Where the specifications call for mill or shop tests, the Contractor shall furnish duplicate copies of attested manufacturer's certificates showing details of quality or performance sufficient to demonstrate conformity to contract requirements. Mill, shop or witness tests shall be subject to view by the Engineer's representative, but the Engineer's representation shall not relieve the Contractor from the necessity of furnishing certificates specified. The Engineer shall be notified by the Contractor in writing, sufficiently in advance of the time of making tests, so that proper arrangements may be made. Waiving of witness of tests by the Engineer may be in writing only by the Engineer. All costs for travel, lodging, food and transportation that are necessary for the Engineer's representative and the Owner's representative to attend witness tests shall be included in the Contractor's bid for those item(s) specifically designated as being subject to witness testing.
- B. Unless otherwise specified, all materials, equipment and articles shall be erected, installed, applied, or connected, used, cleaned and conditioned in accordance with the printed instructions and directions of the manufacturer.
- C. The installation shall be so made that its several component parts will function together as a workable system. It shall be complete with all accessories necessary for its operation and shall be left with all equipment properly adjusted and in working order.
- D. The work shall be executed in conformity with the best practice and so as to contribute to efficiency of operation, minimum maintenance, accessibility and sightliness. It shall also be executed so that the installation will conform and accommodate itself to the building structure, its equipment and usage.
- E. Whenever in the contract documents a particular brand, make of material, device or equipment is shown or specified, such brand, make of material, device or equipment is to be regarded merely as a standard and such trade name shall be followed by "or equal".

#### 1.2 QUALITY ASSURANCE

- A. The equipment and materials to be furnished under this Contract shall be the products of well established and reliable firms which have had ample experience for at least five (5) years in the manufacture of equipment or materials similar in design and of equal quality to that specified. If required, the manufacturer shall submit a list of installations of similar equipment which have been in successful operation for at least five (5) years.

#### 1.3 EXPERIENCE CLAUSE REQUIREMENT AND PERFORMANCE BONDS FOR MANUFACTURER

- A. For every piece of equipment furnished under this Contract, the manufacturer will be required to have a minimum of five (5) years of experience in providing this specific type

of equipment. In lieu of this experience requirement, the manufacturer will be required to provide performance bond(s) for the faithful performance of the equipment and guarantee payment in a sum of not less than one hundred and fifty percent (150%) of the total equipment price for the completed work for that item. In the absence of verifiable experience, the manufacturer will be required to provide the performance bond(s) for the same number of years that the manufacturer was found lacking in experience from the specified five (5) year period. The performance bond(s) shall be from an approved surety company, to the satisfaction of the Owner's Law Director.

- B. Agents of bonding companies which write bonds for the performance and payment of the contract shall furnish power of attorney bearing the seal of the company, evidencing such agent's authority to execute the particular type of bond to be furnished, and evidencing also the right of the surety company to do business in the State of Ohio. Copy of this proof shall be attached to each copy of the contract.
- C. The bond shall be purchased through a surety company with a local agent upon whom service of process can be made.
- D. In event of failure of surety or co-surety, the manufacturer shall immediately furnish a new bond, as required herein. The manufacturer's bond will not be released until all provisions of the contract have been fulfilled.
- E. The surety used for the bid bond and performance bond shall be listed in the latest U.S. Treasury Circular 570 and the Penal Sums shall be within the maximum specified for such company in said Circular 570.

END OF SECTION 013326

## SECTION 013543 - ENVIRONMENTAL PROTECTION

### PART 1 - GENERAL

#### 1.1 UNNECESSARY NOISE, DUST AND ODORS

- A. The Contractor's performance of this contract shall be conducted so as to eliminate all unnecessary noise, dust and odors.

#### 1.2 SEWAGE, SURFACE AND FLOOD FLOWS

- A. The Contractor shall take whatever action is necessary to provide all necessary tools, equipment and machinery to adequately handle all sewage, surface flows and flood flows which may be encountered during the performance of the work. The entire cost of and liability for handling such flows is the responsibility of the Contractor and shall be included in the price for the appropriate item.

#### 1.3 WORK IN FREEZING WEATHER

- A. Written permission from the Engineer shall be obtained before any work is performed which, in the judgment of the Engineer, may be affected by frost, cold, or snow. When work is performed under such conditions, the Contractor shall provide facilities for heating the materials and for protecting the finished work.

#### 1.4 POLLUTION CONTROL

- A. It shall be the responsibility of the Contractor to prevent or limit pollution of air and water resulting from his operations.
- B. The Contractor shall perform work required to prevent soil from eroding or otherwise entering onto all paved areas and into natural watercourses, ditches, and public sewer systems. This work shall conform to all local ordinances and/or regulations, if any, and if not otherwise regulated by local ordinances or regulations shall at a minimum conform to the Ohio EPA General Storm Water NPDES Permit for Construction Activities and the Ohio Department of Natural Resources Rainwater and Land Development manual. This work may consist of but not be limited to construction and continual maintenance of silt fence, bio bag filters, sedimentation traps, stilling basins, check dams, temporary seeding, temporary mulching, erosion mats and other means to clarify waters containing suspended materials from excavations, embankments, cleared and grubbed or stripped areas, stockpiles, well points, and disposal sites and shall be commensurate with the contractor's schedule, sequence of work, means and methods.
- C. The Contractor shall perform work required to prevent dust attributable to his operations from entering the atmosphere. Dust on unsurfaced streets or parking areas and any remaining dust on surfaced streets shall be controlled with water and/or calcium chloride dust palliative as needed.

- D. Any material removed from sanitary or storm sewers shall be disposed in accordance with all applicable regulations.

END OF SECTION 013543

## SECTION 014126 - GENERAL REGULATIONS AND PERMITS

### PART 1 - GENERAL

#### 1.1 REGISTRATION

All Contractors and subcontractors shall be registered with the Building Department having jurisdiction. Contact the Building Department for additional registration information.

#### 1.2 PERMITS

The Contractor shall apply for all permits from the Owner and/or other authorities having jurisdiction. The Owner will waive all permit and inspection fees for permits under their jurisdiction; however, the Contractor must pay all permit and inspection fees for permits issued by other authorities having jurisdiction.

#### 1.3 ARCHAEOLOGICAL DISCOVERIES

Contractors and subcontractors are required under Ohio Revised Code (O.R.C.) Section 149.53, to notify Ohio's State Historic Preservation Office (SHPO), and to cooperate with that office in archaeological and historic surveys and mitigation efforts if such discoveries are uncovered within the project area.

Contact: Ohio's State Historic Preservation Office  
Diana Welling, Division Director & State Historic Preservation Officer  
Phone: 1-614-298-2000  
Email: [dwelling@ohiohistory.org](mailto:dwelling@ohiohistory.org)

Should archaeological discoveries or other activities delay progress of the work, an adjustment in contract time will be made.

END OF SECTION 014126

## SECTION 014223 - INDUSTRY STANDARDS

### PART 1 - GENERAL

#### 1.1 ABBREVIATIONS

- A. Abbreviations, as used, designate the following:

AASHTO	-	American Association of State Highway and Transportation Officials
ACI	-	American Concrete Institute
AIEE	-	American Institute of Electrical Engineers
AISC	-	American Institute of Steel Construction
ANSI	-	American National Standards Institute
ASTM	-	American Society of Testing and Materials
AWWA	-	American Water Works Association
CMS	-	Construction and Material Specifications
NEMA	-	National Electrical Manufacturers Association
ODOT	-	Ohio Department of Transportation
ORC	-	Ohio Revised Code
UL	-	Underwriters Laboratories, Inc.

#### 1.2 REFERENCE TO OTHER SPECIFICATIONS

- A. Where reference is made to specifications such as ASTM, AWWA or AASHTO, the latest edition shall be used, unless otherwise noted on the plans or in the specifications.

#### 1.3 CODES AND STANDARDS

- A. All work provided for by these specifications must be installed according to the provisions of the State and local building codes, subject to inspection and acceptance by the State and local inspectors.

END OF SECTION 014223

## SECTION 014323 – QUALIFICATIONS OF TRADESMEN

### PART 1 - GENERAL

#### 1.1 CHARACTER OF WORKMEN AND EQUIPMENT

- A. The Contractor shall employ competent and efficient workmen for every kind of work. Any person employed on the work who shall refuse or neglect to obey directions of the Owner or his representative, or who shall be deemed incompetent or disorderly, or who shall commit trespass upon public or private property in the vicinity of the work, shall be dismissed when the Owner so orders, and shall not be re-employed unless express permission be given by the Owner. The methods, equipment and appliances used on the work and the labor employed shall be such as will produce a satisfactory quality of work, and shall be adequate to complete the contract within the specified time limit.
  
- B. In hiring of employees for the performance of work under this Contract, or any Subcontract hereunder, no Contractor or Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall, by reason of race, sex, creed or color, discriminate against any citizen of the State of Ohio in the work to which the employment relates. No Contractor, Subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, sex or color.

END OF SECTION 014323

## SECTION 015100 - TEMPORARY POWER SERVICE

### PART 1 - GENERAL

#### 1.1 ELECTRICAL POWER

- A. The Contractor shall furnish at his own expense all electrical power which may be required for the project. All temporary lines shall be furnished and installed by the Contractor at his own expense in a manner which meets the approval of the Engineer, and shall be removed by the Contractor at the completion of the construction.

END OF SECTION 015100

## SECTION 015136 - TEMPORARY WATER AND DISTRIBUTION

### PART 1 - GENERAL

#### 1.1 WATER

- A. The Contractor shall be responsible for an adequate supply of water suitable for his use for construction and drinking. At his own expense, he shall provide and maintain adequate supplies and supply lines in such locations and installed in such a manner as may be satisfactory to the Engineer.

END OF SECTION 015136

## SECTION 016600 - PRODUCT HANDLING AND PROTECTION

### PART 1 - GENERAL

#### 1.1 DELIVERY AND STORAGE OF MATERIALS

- A. The Contractor shall be responsible for delivery and storage of all materials.
- B. The Contractor shall coordinate with the Engineer on the arrangement for storing construction materials and equipment. Deliveries of all construction materials and equipment should be made at suitable times.
- C. The Contractor shall store all materials required for the performance of this contract at sites designated by the Engineer.
- D. All stockpiles shall be neat, compact, completely safe, and barricaded with warning lights if necessary.
- E. Precautions shall be taken so that no shade trees, shrubs, flowers, sidewalks, driveways or other facilities will be damaged by the storage of materials. The Contractor shall be responsible for the restoration of all stockpile sites to their original condition.
- F. Materials, tools and machinery shall not be piled or placed against shade trees, unless they shall be amply protected against injury therefrom. All materials, tools, machinery, etc. stored upon public thoroughfares must be provided with red lights at night time so as to warn the traffic of such obstruction.
- G. Materials shall be so stored as to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, shall again be inspected prior to their use in the work. Stored materials shall be located so as to facilitate their prompt inspection. Approved portions of the construction site may be used for storage purposes and for the placing of the Contractor's plant and equipment, but any additional space required therefore must be provided by the Contractor at his expense. Private property shall not be used for storage purposes without written permission of the property owner or lessee, and copies of such written permission shall be furnished the Engineer. All storage sites shall be restored to their original condition by the Contractor at his expense.

END OF SECTION 016600

## SECTION 016617 - MAINTENANCE

### PART 1 - GENERAL

#### 1.1 DESCRIPTION

- A. This Section provides general requirements for the maintenance of equipment in the field. Storage maintenance requirements are provided by Section 016600, Product Handling and Protection. Specific maintenance requirements are provided by manufacturers per individual Sections in the Project Manual.
- B. Maintenance is performed to ensure delivery to the Owner of equipment in an undeteriorated and fully serviceable condition.
- C. This Section also includes requirements for preventive and corrective maintenance during operation of the equipment prior to the commencement of the Warranty period.

#### 1.2 RELATED SECTIONS

- A. Section 016600, Product Handling and Protection.

#### 1.3 DEFINITIONS

- A. Storage maintenance consists of establishing and maintaining the environment required by the stored materials and performing periodic servicing.
- B. Preventive maintenance consists of activities performed on a periodic basis to maintain operating or operational items or equipment.
- C. Corrective maintenance consists of correcting faults or failures in an item or equipment. This may include adjustments or replacement of defective parts.

#### 1.4 SUBMITTALS

- A. The Maintenance Log shall be submitted to the Owner upon completion of the Operational Demonstration and before the start of the Warranty period.
- B. No submittals are required by this Section, except as noted above. Maintenance schedules and practices shall conform to approved submittals required by individual Sections in the Project Manual.

### PART 2 – PRODUCTS

#### 2.1 COMPONENTS, ACCESSORIES AND REPAIR PARTS

- A. All components, accessories and repair parts used in maintenance shall be supplied by or approved by the equipment manufacturer for use on the equipment.

## 2.2 SOURCE QUALITY CONTROL

- A. All parts and materials used in maintenance shall meet the quality control requirements provided for the item or equipment. These are specified in individual Sections of the Project Manual.

## PART 3 – EXECUTION

### 3.1 EXAMINATION AND VERIFICATION OF CONDITION

- A. The Contractor shall prepare a Maintenance Log for all equipment.
  - 1. This log shall include a list of required maintenance services and inspections, as provided by the manufacturer and submitted under individual Sections of the Project Manual.
  - 2. The Maintenance Log shall include checklists for the periodic services and inspections required.
  - 3. The Contractor shall initial and date the requisite log entries upon completion of the individual servicing or inspection.
  - 4. The Maintenance Log shall be located in the Contractor's Field Office and shall be available for review by the Owner until it is submitted for record purposes upon completion of the Operational Demonstration and the start of the Warranty period.

### 3.2 PREPARATION

- A. Before removing an item from storage per Section 016600, the Contractor shall review the installed location. Protection and services at the installed location must meet the equipment storage requirements.
- B. Before moving equipment to the installed location, the Contractor shall have available materials for temporary shelter or services required to establish the proper storage environment after the equipment is installed until it is placed in service in its final operating environment.

### 3.3 PERFORMANCE OF MAINTENANCE

- A. The Contractor shall perform all storage and preventive maintenance and inspections required by the manufacturer at the specified intervals.
- B. When notified by the Owner, the Contractor will perform corrective maintenance. This will be performed at no cost to the Owner. Corrective maintenance will be performed per manufacturer's written instructions or by direction of the approved representative of the manufacturer.

- C. The Contractor shall restore equipment to its operating condition before start-up.
- D. The Contractor shall re-establish storage maintenance in the event an item or equipment is removed from service.
- E. When the equipment warranty becomes effective, the Owner will assume responsibility for its maintenance.

END OF SECTION 016617

## SECTION 017517 - STARTING OF SYSTEMS/COMMISSIONING

### PART 1 - GENERAL

#### 1.1 DESCRIPTION OF WORK

- A. This Section includes general requirements for the commissioning of the Work and start-up and operation of systems and equipment.

#### 1.2 SUMMARY

- A. Starting, testing, and operating the completed Work including systems and equipment until Substantial Completion is achieved and operation of the completed Work including systems or equipment are accepted by the Owner. Contractor shall cooperate and coordinate with the Owner in the operation, maintenance, and adjustment of the Work.

#### 1.3 RELATED SECTIONS

- A. Section 013323, Shop Drawings, Product Data and Samples
- B. Section 017901, Operational Demonstration
- C. Section 017902, Instruction of Owner's Personnel
- D. Section 016617, Maintenance

#### 1.4 DEFINITIONS

- A. **Commissioning:** Commissioning is the series of activities, or process, necessary to ensure that systems and equipment are designed, installed, functionally tested, started up and capable of being operated and maintained to perform in conformity with the design intent for the facility improvements. Commissioning includes, but is not limited to factory testing, field testing, dry testing, wet testing, performance testing, manufacturer's checkout, start-up, and Operational Demonstration.
- B. **Factory Testing:** Factory Testing is performance testing, operation testing, or documentation verification conducted in the production facilities, or specialized test facilities, of the equipment supplier. Such testing shall conform to the requirements of the individual sections of the Contract Documents.

"Witnessed" Factory Testing shall mean that the testing is witnessed by the Owner or his designated representative.

- C. **Field Testing:** Field Testing is performance testing, operation testing, or

documentation verification conducted in the field after installation, to provide comparison with the results obtained in the Factory Testing.

- D. Dry Testing: Dry Testing is performed by the Contractor without introducing either process material or other test material into the component, system, or unit process.
- E. Wet Testing: Wet Testing is testing performed by the Contractor utilizing test material in the component, system, or unit process. Tankage shall be filled with test material to operating level.
- F. Performance Testing: Performance Testing is performed by the Contractor to demonstrate system performance in accordance with the Project Manual requirements.
- G. Manufacturer's Check-Out: Field inspection, testing, adjustments, and sign off by the approved representative of the Manufacturer, indicating that the component, system, or unit process meets the manufacturer's requirements.
- H. Start-Up: Narrowly defined as placing a component, system, or unit process on-line. Start-up can be a commissioning activity or a normal operating activity.
- I. Operational Demonstration: A commissioning activity performed by the Contractor wherein the Contractor operates and maintains a fully functional component, system, or unit process for a period of time after stable operation has been achieved.

## 1.5 SUBMITTALS

- A. Quality Control Submittals:
  - 1. Field Installation Reports – Submit reports by Manufacturer's Representative in accordance with Paragraph 3.4 of this Section.
- B. Commissioning Documentation: Contractor shall prepare and submit all documentation for review and approval. The documentation shall include, but not be limited to, the following:
  - 1. Certification by the preparer that he/she is the person responsible for the data, and that the data is authentic and accurate.
  - 2. Certification by the Contractor or equipment or unit process systems supplier that the equipment or the unit process systems were operated continuously for the specified period and that the equipment or unit process systems operated in compliance with the specified operating conditions, parameters and performance: and that the equipment or unit process systems are suitable for Performance Testing.
  - 3. Pertinent background information shall include, but not be limited to, the following:
    - a. Equipment or unit process systems Started-Up and Commissioned

- b. Start-Up and Commissioning dates
- c. Items or performance criteria tested clearly showing requirements and field data that verify requirements were met.
- d. Names of witnesses for Start-Up and Commissioning.
- e. Any repairs, corrections, or modifications required for the equipment or unit process systems to successfully complete Start-Up and Commissioning.
- f. Loop diagrams accurately depicting the installed condition of instrumentation and controls.
- g. Any other important background information.

4. Appendix

- a. A summary of all data used in the calculation, including source, formulas with all terms defined.
- b. Calculations for all data submitted, fully defined.
- c. Copies of all raw field data sheets, including those indicating sampling point locations, and notes.
- d. Production and/or operational data.
- e. Calibration procedures and worksheets for sampling equipment.
- f. Copies of calibration records for instrumentation.

PART 2 – PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 EXAMINATION AND VERIFICATION OF CONDITION

- A. The Contractor shall inspect systems and equipment prior to each start-up and verify their readiness for start-up. Conditions hazardous to equipment or personnel shall be corrected by the Contractor prior to start-up of equipment.
  - 1. Start-up operations shall not proceed using temporary power or temporary instrumentation and control wiring. All electrical and control connections shall be permanent and complete, and all such electrical components and equipment fully functional.
  - 2. Use of repair parts during start-up operations shall not be permitted, except in such situations where the actual on-site verification of such repair parts' operability is specified.
  - 3. The Contractor shall verify that all initial copies of the Maintenance and Operating Instructions have received an acceptable disposition as defined in Section 013323, and the only outstanding item is the field verification of the Instructions.
- B. On successful completion of Start-up, process flows and solids shall be used for commissioning the equipment and unit process systems to show the equipment and unit process systems function properly. Commissioning shall confirm the proper

operation of the equipment and unit process systems with process fluids and process solids, adjustment shall be made, and the equipment or unit process systems shall be optimized and brought into compliance with design criteria in preparation for Operational Demonstration.

- C. The Contractor shall coordinate all Start-up and Commissioning activities for equipment and unit processes. The Contractor shall develop a detailed start-up and commissioning plan that includes the following as a minimum:
  - 1. Description of the overall general start-up and commissioning process.
  - 2. List of equipment and unit process systems included for start-up and commissioning activities.
  - 3. Detailed start-up and commissioning sequence of activities.
  - 4. Listing of staff and responsibilities for activities.
  - 5. Contractor shall use a form that will be provided by the Owner.

### 3.2 PREPARATION

- A. Prior to start-up of equipment or systems, all necessary test equipment shall be in place and operable.
- B. Approved representative(s) of the Manufacturer and Contractor shall be present for the initial start-up of systems or equipment.
- C. The Contractor shall request permission to start-up equipment, including electrical gear, and notify the Owner using a standard Start-Up Request form.
  - 1. The Start-Up Request shall be submitted to the Owner a minimum of 72 hours before the scheduled start-up. Requests shall be made during normal working hours.
  - 2. The Contractor shall provide all information in the first Section of the Start-Up Request form.
  - 3. The Owner will indicate approval or disapproval of the request.
  - 4. Approval of the request is based solely on impact on plant operations. Approval does not relieve the Contractor of any responsibility for plant and personnel safety.
  - 5. The Contractor shall obtain the approved Start-Up Request prior to the system or equipment start-up.
  - 6. If training is to be conducted in conjunction with the start-up this should be indicated on the Start-Up Request form. All requirements of Section 019215, Instruction of Owner's Personnel must be met for training sessions.
  - 7. Start-ups performed at the direction of the Contractor, per paragraph 3.3(G) of this Section, do not require advance notification to the Engineer.
- D. Normal installation checks, such as for rotation, are not considered start-ups and do not normally require start-up notification. For all equipment and systems so designated in the Contract Documents, or so designated by the Engineer, such checks shall be under the supervision of the approved representative of the

manufacturer, and shall be reviewed by the Engineer.

1. All electrical apparatus which is energized shall be clearly marked.

### 3.3 CONDUCT OF START-UP AND COMMISSIONING

#### A. Start-up:

1. All initial start-ups of equipment or systems shall be performed under the technical direction of the approved representative of the manufacturer.
2. Any lack of readiness of associated systems or failure of a system or equipment previously started prior to the date of Final Completion of the Project shall require additional initial start-up service to be performed, under the direction of the approved representative of the manufacturer.
3. The Contractor shall repair, replace or modify any equipment or system which fails to perform as specified in the Contract Documents. Such repair, replacement or modification of deficient work shall be performed under the terms of the General Conditions.
4. During the Operational Demonstration period per Section 019214, Operational Demonstration and at other times when the system is on-line and an integral part of the Wastewater Treatment Plant operations and process, start-ups shall be performed as required by the Contractor.

B. The Contractor shall be responsible for commissioning all work. Final acceptance shall be by the Owner.

C. The Contractor is responsible for the performance and operation of the systems and equipment during commissioning.

D. When Owner personnel are operating systems or equipment, the Contractor shall make available, at all times, persons knowledgeable about the systems or equipment to direct the Owner personnel in its operation.

E. The Contractor shall make all adjustments and corrections necessary to achieve normal, stable operation of systems. Adjustment and corrections shall be in accordance with Section 016617, Maintenance.

F. Any failures of equipment or systems operated under the direction of the Contractor shall be considered deficiencies and shall be corrected in accordance with the General Conditions.

G. During the Operational Demonstration period as defined in Section 019214, Operational Demonstration and at other times, the work will be on-line and an integral part of the Wastewater Treatment Plant operations and process. The Owner maintains control of Wastewater Treatment Plant operations and processes at all times. Therefore:

1. The Contractor shall not commence, resume, terminate, or suspend the operations without the permission of the Owner and only in a sequence and manner suitable to the Owner.
2. The Contractor shall immediately, on a 24-hour per day, 7-day per week basis, adjust or repair any malfunction in the work which in the opinion of the Owner jeopardizes or may jeopardize the proper operation of the Wastewater Treatment Plant.
3. The Contractor shall not start-up, shut down, adjust, or otherwise alter the operation of any component, system, or unit process without the permission of the Owner except in the case of an emergency and in accordance with the General Conditions.

### 3.4 QUALITY CONTROL

#### A. Reports of the Approved Representative of the Manufacturer:

1. The approved representative of the manufacturer shall prepare a daily report on each site visit for each system or item of equipment inspected, adjusted, started-up, or worked on.
2. The report shall state the purpose of the visit, the representative's observations and conclusions, and recommendations for further visits or action.
3. The reports shall be submitted in accordance with Section 013323, Shop Drawings, Product Data and Samples within three (3) days of the visit.

END OF SECTION 017517

## SECTION 017800 - FINAL COMPLIANCE AND SUBMITTALS

### PART 1 - GENERAL

- 1.1 The following forms and related sign-offs shall be documented in accordance with provisions of the contract. These forms shall be completed by the Contractor and approved by the Owner before final retainer is approved for release. Forms for Items A to F will be attached to the Contractor's executed copy of the contract.
- A. Certificate of Substantial Completion (To be submitted at time of Substantial Completion).
  - B. Contractor's Certification of Completion.
  - C. Contractor's Affidavit of Prevailing Wage.
  - D. Consent of Surety Company for Final Payment.
  - E. Affidavit of Final Acceptance Date and Correction Period.
  - F. Before the OWNER will approve and accept the work and release the retainer, the CONTRACTOR will furnish the OWNER a written report indicating the resolution of any and all property damage claims filed with the CONTRACTOR by any party during the construction period. The information to be supplied shall include, but not be limited to, name of claimant, date filed with CONTRACTOR, name of insurance company and/or adjuster handling claim, how claim was resolved and if claim was not resolved for the full amount, a statement indicating the reason for such action.

END OF SECTION 017800

## SECTION 017821 - CLEANING AND PROTECTION

### PART 1 - GENERAL

#### 1.1 GENERAL

- A. On or before the completion date for the work, the Contractor shall tear down and remove all temporary structures built by him, all construction plant used by him, and shall repair and replace all parts of existing embankments, fences or other structures which were removed or injured by his operations or by the employees of the Contractor. The Contractor shall thoroughly clean out all buildings, sewers, drains, pipes, manholes, inlets and miscellaneous and appurtenant structures, and shall remove all rubbish leaving the grounds in a neat and satisfactory condition.
- B. As circumstances require and when ordered by the Engineer, the Contractor shall clean the road, driveway, and/or sidewalk on which construction activity under this contract has resulted in dirt or any other foreign material being deposited with an automatic self-contained mechanical sweeper with integral water spray, vacuum and on-board or supplementary containment.
- C. Failure to comply with this requirement when ordered by the Engineer or his representative, may serve as cause for the Engineer to stop the work and to withhold any monies due the Contractor until such order has been complied with to the satisfaction of the Engineer.
- D. As the work progresses, and as may be directed, the Contractor shall remove from the site and dispose of debris and waste material resulting from his work. Particular attention shall be given to minimizing any fire and safety hazard from form materials or from other combustibles as may be used in connection with the work, which should be removed daily.
- E. The Contractor shall wash all windows and other glass surfaces, leaving all areas free from putty marks, paint, etc.
- F. During and after installation, the Contractor shall furnish and maintain satisfactory protection to all equipment against injury by weather, flooding or breakage thereby permitting all work to be left in a new condition at the completion of the contract.

END OF SECTION 017821

## SECTION 017823 – MAINTENANCE MANUALS

### PART 1 - GENERAL

#### 1.1 OPERATION AND MAINTENANCE MANUALS

- A. Operation and maintenance information shall be submitted for all manufactured items, i.e. equipment, hardware, pumps, valves, motors, etc.
- B. This manual will either contain or make reference to all information that has been issued during the construction and start-up periods, as well as information necessary for the proper operation and maintenance of equipment.
- C. It shall be the responsibility of the Contractor who supplies such equipment to obtain from his vendors the required information and submit to the Engineer. This information will be accepted only if properly identified and only after it has been revised, where necessary, to conform to previous transmittals of the same material that have been "approved as noted" by the Engineer. All submittals shall be on 8-1/2" X 11" size paper or folded to that size.
- D. In general and where applicable, the information shall consist of, but not be limited to, six (6) sets of the following:
  - 1. Descriptive literature, bulletins or other data covering equipment or system.
  - 2. Complete list of equipment and appurtenances included with system, complete with manufacturer and model number.
  - 3. Utility requirements.
  - 4. General arrangement drawing.
  - 5. Sectional assembly.
  - 6. Dimension print.
  - 7. Materials of construction.
  - 8. Certified performance curve.
  - 9. Performance guarantee.
  - 10. Parts list.
  - 11. Recommended spare parts list with part and catalog number.
  - 12. Lubrication recommendations and instructions.
  - 13. Schematic wiring diagrams.
  - 14. Schematic piping diagrams.
  - 15. Instrumentation data.
  - 16. Drive dimensions and data.
  - 17. Control data.
  - 18. Operating instructions.
  - 19. Maintenance instructions including troubleshooting guidelines and preventative maintenance instructions with task schedule.
  - 20. Required tools and equipment for operation and maintenance.
  - 21. Safety considerations for O & M procedures.

END OF SECTION 017823

## SECTION 017839 - PROJECT RECORDS, DRAWINGS

### PART 1 - GENERAL

#### 1.1 RECORD DRAWINGS

- A. The Contractor shall furnish an authentic set of marked-up drawings showing the installation insofar as the installation shall have differed from the Engineer's drawings. The drawings shall be delivered to the Engineer for making revisions to the original drawings immediately after final acceptance by the Owner.

END OF SECTION 017839

## SECTION 017901 – OPERATIONAL DEMONSTRATION

### PART 1 - GENERAL

#### 1.1 GENERAL DESCRIPTION

##### A. Work Included:

1. A demonstration of the operation of all systems is required. This Operational Demonstration shall be conducted, coordinated and recorded by the Contractor in accordance with the requirements specified herein.

#### 1.2 SUMMARY

##### A. Section Includes:

1. Requirements for the conduct and reporting of the Operational Demonstration. This work is additional to any other installation, shop and factory testing, field testing, dry testing, wet testing, performance testing, balancing, or adjustments required elsewhere in the Contract Documents.

#### 1.3 RELATED SECTIONS

- ##### A. Section 017517, Starting of Systems / Commissioning

#### 1.4 DEFINITIONS

- ##### A. Operational Demonstration is defined in Section 017517, Starting of Systems/Commissioning.
- ##### B. Operational Demonstration Log: A chronological record of the status of the system and equipment during the Operational Demonstration. All changes in status or system parameters, adjustments, and results of tests shall be included. Entries shall be made, noting the date and time, at the occurrence of each event. Operational Demonstration Logs shall be on a form acceptable to the Owner.

#### 1.5 SUBMITTALS

##### A. Quality Control Submittals:

1. Test Reports:
  - a. Operational Demonstration log per subparagraph 3.4.A of this Section.
  - b. Report of Operational Demonstration per subparagraph 3.4.B.2 of this Section.

### PART 2 – PRODUCTS (NOT USED)

## PART 3 – EXECUTION

### 3.1 EXAMINATION AND VERIFICATION OF CONDITION

- A. Before beginning the Operational Demonstration, the Contractor shall verify that:
1. All required construction activities are completed for the individual sludge pump, including any activities by any entity that would interrupt the normal operations of the system. Coordinate with the Owner to resolve such conflicts.
  2. Only one sludge pump can be taken out of service at anytime through the duration of work.
    - a. The sludge pump shall be within the Operational Demonstration period a minimum of 15 days without issue prior to the next sludge pump being taken out of service. If the Contractor elects to begin work on the next sludge pump, written permission from the Owner shall be acquired prior to the start of work on the next pump.
  3. Adequate parts and supplies for routine maintenance and replacement are on hand to support system operation through the demonstration period.
  4. Start-up of equipment and systems per Section 017517, Starting of Systems/Commissioning has been completed.
  5. All Repair Parts and Maintenance Materials have been delivered to the Owner.
  6. Certain Instruction of Operating Personnel (training) has been scheduled to take place during the Operational Demonstration where specified. All other training will occur within 45 days prior to initiation of Operational Demonstration. The training of Operations Personnel shall be scheduled to take place during the first half of the demonstration period, and the remaining training of Electrical, Instrumentation and Maintenance Personnel shall be scheduled to be complete before the end of the Operational Demonstration.
  7. The field verification of the Initial Maintenance and Operating Inspections has been completed in accordance with the Specifications.

### 3.2 PREPARATION

- A. The Contractor shall provide two (2) representatives, a prime and an alternate, who will be responsible for the Operational Demonstration. These representatives will:
1. Demonstrate the operation of systems and equipment to the Owner's operating personnel.
  2. Direct maintenance and repair work, by either the Contractor or the approved representative of the manufacturer of the system components and equipment.
  3. Maintain a log of the Operational Demonstration, as described herein.
  4. Be available at all times during the Operational Demonstration to perform these duties.
- B. Submit start-up notification to the Owner per Section 017517, Starting of Systems/Commissioning.

### 3.3 OPERATIONAL DEMONSTRATION

- A. The Contractor shall perform an Operational Demonstration of the work. Unless otherwise specified, the Operational Demonstration shall be a continuous 30-day, (720 hours) period during which the work is operated and maintained in a continuously on-line, fully functional process status.
- B. The Operational Demonstration shall encompass the entire work, or the portion thereof designated for Substantial Completion.
- C. Filling, draining, heating or cooling to temperature, stabilizing, adjusting, or other start-up activity time shall not be counted as Operational Demonstration time.
- D. During the Operational Demonstration period, the Contractor shall provide 24-hour per day, 7 days per week on-site supervision, in addition to the requirements of supervision as stated in the General Conditions. The Contractor shall provide labor and sufficient material to fully operate and maintain the work 24 hours per day, 7 days per week.
- E. When systems are on-line, conform to the requirements of Section 017517, Starting of Systems/Commissioning, Paragraph 3.3(G) for alterations in the Wastewater Treatment Plant processes.
- F. During the first half of the Operational Demonstration of the system and equipment, Owner personnel will observe the Contractor's personnel operating systems and equipment. The Contractor shall cooperate with this familiarization process.
- G. After the first 15 days of Operational Demonstration of system and equipment, operation of equipment will be assumed by the Owner personnel, under the direction of the Contractor, as described in Section 017517, Starting of Systems/Commissioning.

The Owner remains in control of the plant processes per Section 017517, Starting of Systems/Commissioning. The Contractor shall provide technical direction in the operation of equipment and systems.

- H. Start-up and operation of the system and all associated equipment shall be in accordance with the Initial Maintenance and Operating Instructions which have received an acceptable disposition from the Owner. If deviations from these instructions are necessary, these shall be noted in the Operational Demonstration Log, and subsequently submitted as revisions to the Maintenance and Operating Instructions. During the period of time between the completion of the Operational Demonstration and the Date of substantial Completion, the system and equipment will be operated and maintained under the requirements of the second half of the Operational Demonstration. The Owner will not assume full responsibility for maintenance of the system and equipment until all conditions for Substantial Completion have been satisfied and both the Contractor and Owner and accepted the Certificate of Substantial Completion.
- I. All required maintenance and servicing prior to the Date of Substantial Completion shall be performed by the Contractor at the specified interval and as necessary. All maintenance and servicing shall be noted in the Operational Demonstration Log.

- J. All outages of equipment, system(s), or the plant should be noted in the Operational Demonstration Log. Plant outages are considered a part of normal plant operation and will not invalidate the Operational Demonstration. The Contractor is responsible for the safe and orderly shutdown and restart of equipment as necessary in the event of an outage. Outage time is not to be included in the Operational Demonstration period.
- K. The Contractor shall attend operational coordination meetings as called by the Owner to review operating conditions of equipment and systems.
- L. If, during the Operational Demonstration, any part of the work fails to fully conform to the requirements of the Contract Documents, the Operational Demonstration shall be considered to have failed, and the work shall not be considered to be Substantially Complete as defined in the General Conditions and the Owner shall so notify the Contractor in writing. If, during the Operation Demonstration, the provisions of the General Conditions are evoked to stop the work, the Operational Demonstration will also be considered to have failed.
- M. Upon failure of the Operational Demonstration, the Contractor shall promptly remedy any defects in the work and shall promptly reschedule and re-start the complete 30 day, (720 hours) Operational Demonstration time period. No Operational Demonstration time will be considered to have accrued to any part of the work by reason of a failed Operational Demonstration.
- N. During the Operational Demonstration, the Owner may require or permit the Operational Demonstration to be suspended:
  - 1. As provided in the General Conditions.
  - 2. Upon the written request of the Contractor to correct or adjust the work when in the judgment of the Owner such required correction or adjustment is insufficient to deem the Operational Demonstration to have failed.
  - 3. If the Operational Demonstration is suspended for any reason except failure, Operational Demonstration time shall accrue to the work from the time of the beginning of the Operational Demonstration to the time of the suspension.

#### 3.4 REPORTING

- A. Daily: Copy of the Operational demonstration Logs shall be submitted to the Owner by 9:00 a.m. the following day.
- B. Within two (2) weeks of the termination or completion of the Operational Demonstration, the Contractor shall submit for approval:
  - 1. Any changes to the Maintenance and Operating Instructions.
  - 2. A report of the Operational Demonstration, describing the equipment utilized and any repairs, modifications, adjustments, or other work performed during the demonstration period.

- C. In the event the conduct of the Operational Demonstration or the submittals are unacceptable to the Owner, the Contractor shall perform the additional work or demonstrations required per the General Conditions.

END OF SECTION 017901

## SECTION 017902 - INSTRUCTION OF OWNER'S PERSONNEL

### PART 1 - GENERAL

#### 1.1 DESCRIPTION

- A. General requirements for the conduct of training of permanent plant operating personnel on the care, maintenance and proper operation of the equipment. Specific requirements for training materials and for training are included in the individual Sections of the Contract Documents.

#### 1.2 SUMMARY

- A. Work Included:

Except as otherwise specifically provided in individual Sections of the Project Manual, work under this Section includes the preparation of the detailed lesson plans and the conduct of detailed training for permanent plant operating personnel. Training shall be conducted on all components of equipment, as specified in individual Sections of the Project Manual.

- B. Training sessions and hours for all equipment specified as requiring training shall be per the manufacturer's recommendations. However, in no case shall the number of sessions be less than two (2) to accommodate multiple shifts. Sessions shall cover maintenance, operations and electrical.

#### 1.3 RELATED SECTIONS

- A. Section 013323, Shop Drawings, Product Data and Samples
- B. Section 017901, Operational Demonstration

#### 1.4 DEFINITIONS

- A. Lesson Plan:

A Lesson Plan is a submittal containing a statement of the instructional objectives of the training, a training outline, credentials of the instructor, audio/visual requirements, a listing of training materials to be used, and the desired schedule times and dates.

- B. Training Aid:

A mock-up, model, sample, or other device used during a training class to help demonstrate the maintenance, operation, or control of equipment.

## 1.5 SUBMITTALS

- A. Submittal of Instructor's credentials, Lesson Plans, instructional materials, training aids, and other training information shall be coordinated with the Training Schedule.
- B. Enough copies of instructional materials used for training for everyone present shall be provided at the time of the first training session.
- C. Provide two copies of all audio/visual aids utilized during training including films, slides, mock-ups, videotapes, DVDs or other training aids. All multimedia video shall be submitted in either Audio Video Interleave (AVI) format or Moving Pictures Expert Group (MPEG) format.
- D. Submit the following:
  - 1. Proposed training Schedule for the entire Contract showing tentative dates for each training session: include number, type and duration of each session. This schedule shall be submitted 120 days prior to the commencement of any individual training being performed.
  - 2. The detailed credentials of the representative of the equipment manufacturer who is to be the course Instructor for each category and type of training. Include Instructor's name, education, knowledge of equipment, experience as a trainer and employment history with the manufacturer. Include specific details of Instructor's experience pertaining to the operation and maintenance of, the training for, the equipment or system specified. These credentials shall be submitted 60 days prior to the commencement of any training.
  - 3. The Lesson Plan shall be submitted sixty (60) days prior to the commencement of any training and shall cover all components of equipment, regardless of source of supply or manufacturer, and shall include:
    - a. A title page containing: Title of the Lesson Plan, product name and model of equipment; name of manufacturer, manufacturer address and phone number; name and phone number of manufacturer's contact; job location (Name of Facility); contract no.; specification number; Contractor name, address and phone number; subcontractor name, address, phone (if applicable); submittal number assigned by Contractor; and submittal date.
    - b. A table of contents listing the headings: instructional objectives; training outline; credentials of Instructor(s); audio/visual requirements; training materials to be used.
    - c. A detailed instructional objective statement on the goal(s) intended to have been achieved by the end of the training session.
    - d. The credentials of Instructors are to include name; education; knowledge of equipment; experience of trainer; and employment history with manufacturer.

- e. The audio/visual requirements listing specific equipment that is to be provided by the Contractor for training purposes.
- f. A list of all training materials to be used. An initial Operations and Maintenance (O&M) Instruction Manual, which has received an acceptable disposition, for the equipment shall be required to be utilized by the Instructor in the training and therefore shall be included on this list.
- g. A request of schedule dates and times for each training session.
- h. A training outline indicating the category of training (maintenance and operation, electrical and instrumentation or system); description of the session; length, and type (classroom or field). The training shall include as a minimum:

1) Electrical and Instrumentation Training: System Equipment Overview:

- a) Describe system (equipment) fundamental operating principals and dynamics.
- b) Identify system's (equipment's) mechanical, electrical and electronic components and features. Review system (equipment) wiring diagrams and process and instrumentation diagrams.
- c) Identify support systems (equipment) associated with the operation (e.g., air intake filters, valve actuators, motors).
- d) Identify and describe safety precautions and potential hazards related to maintenance.
- e) Identify and describe in detail safety and control interlocks.
- f) Identify and describe alarm conditions and response to alarms.
- g) Cover the supply of power to process equipment and related appurtenances, lighting, etc.
- h) Cover low voltage controls, monitoring devices, etc.

2) Electrical and Instrumentation Training Equipment Preventive Maintenance (PM):

- a) Describe PM inspection procedures required to perform an inspection of the equipment in operation, spot potential trouble symptoms and anticipate breakdowns and forecast maintenance requirements (predictive maintenance).
- b) Define the recommended PM intervals for each component.
- c) Provide lubricant and replacement part recommendations and limitations.
- d) Describe appropriate cleaning practices and recommend intervals.
- e) Identify and describe the use of special tools required for maintenance of the equipment.
- f) Describe component removal and installation, and disassembly and assembly procedures.
- g) Perform at least 2 "field" demonstrations of preventive maintenance procedures.

- h) Describe recommended measuring instruments and procedures, and provide instruction on interpreting alignment measurements, as appropriate.
- i) Define recommended torque settings, mounting, calibration and alignment procedures and settings, as appropriate.
- j) Describe recommended procedures to check or test equipment following a corrective repair.

3) Electrical and Instrumentation Training Equipment Troubleshooting:

- a) Define recommended systematic troubleshooting procedures.
- b) Provide component specific troubleshooting checklists.
- c) Describe applicable equipment testing and diagnostic procedures to facilitate troubleshooting.

4) Maintenance and Operation Training: System (Equipment) Overview:

- a) Describe system (equipment) operating (process) function and performance objectives.
- b) Describe system (equipment) fundamental operating principals and dynamics.
- c) Identify system's (equipment's) mechanical, electrical and electronic components and features.
- d) Identify support systems (equipment) associated with the operation (e.g., air intake filters, valve actuators, motors).
- e) Identify and describe safety precautions and potential hazards related to operation.
- f) For systems (equipment) comprised of several components: Identify and describe in detail each component's function. Where applicable, group related components into subsystems. Describe subsystem functions and their interaction with other subsystems.
- g) Identify and describe in detail safety and control interlocks.

5) Operation and Maintenance Training, Operation of Equipment:

- a) Describe operating principles and practices.
- b) Describe routine operating, start-up and shutdown procedures.
- c) Describe abnormal or emergency start- up, operating, and shutdown procedures that may apply.
- d) Describe alarm conditions and responses to alarms.
- e) Describe routine monitoring and record keeping procedures.
- f) Describe recommended housekeeping procedures.

6) Operation and Maintenance Training, Troubleshooting:

- a) Describe how to determine if either corrective maintenance or an operating parameter adjustment is required.

4. Once the Lesson Plan submittal has received an acceptable disposition but at least 3 weeks prior to the actual commencement of the training, Contractor shall submit the detailed training material as a Power Point presentation in an electronic format (either DVD, CDR, or flash drive/micro storage) with appropriate labeling. In addition to the electronic format the Power Point material shall be provided in hardcopy for Owner review and approval. The number of copies shall be as defined in Section 013323, Shop Drawings, Product Data and Samples. The text and lettering on the presentation slides shall not be smaller than 12 font size and shall be black in color. Slides shall have an appropriate light colored background, resulting in a high contrast between the text and background.
5. Sample Evaluation Form: Submit with Lesson Plan a sample Evaluation Form. Form shall include area for comments and evaluation of Instructor, classroom training and field instruction. Form shall identify Contract name and number, Specification Section, Job location, date and time of training, title of training session, name of manufacturer, model number of equipment, Instructor name, and Contractor and Subcontractor's name.

## PART 2 – PRODUCTS

### 2.1 QUALIFICATIONS OF INSTRUCTOR

- A. The course Instructor shall be knowledgeable and experienced in the details of operation and maintenance of the equipment.
- B. The Instructor must be knowledgeable of the equipment's application specific to this work.
- C. The Owner will reject Instructors who are deemed not in compliance with the above stated minimum qualifications. The Contractor will submit for approval alternate Instructors for consideration. No additional cost will be allowed for replacement of Instructors who are unacceptable to the Owner.

## PART 3 – EXECUTION

### 3.1 EXAMINATION AND VERIFICATION OF CONDITION

- A. The training site for the classroom instruction will be provided by the Owner. The Owner will provide this location.
- B. The Contractor shall coordinate and verify to ensure that, prior to the scheduled training time(s):
  1. The equipment is ready for Operational Demonstration in accordance with Section 017901, Operational Demonstration.
  2. That all associated construction required to operate the equipment in all

normal and anticipated operating modes is complete.

3. That the equipment area is well lit and unobstructed, so that all training class attendees may access, hear, and view the training.
4. That the equipment area is free of construction activities that could present a hazard to training class participants.
5. That adequate training materials, as required by paragraph 1.5 of this Section, are on hand for use during the training session.
6. Any representatives of interfacing Contractors or equipment suppliers needed to perform supporting operations allowing demonstration of equipment operation have been notified and will be available.

### 3.2 PREPARATION

- A. Training classes shall be approved by the state-regulating agency for continuing education. This is in the event of the facility choosing to apply for CH/CEU credits for their training program.
- B. Videotaping of all training will be conducted by the Contractor. Before the start of training the Contractor, and the Contractor will review the training site(s) to establish acceptable sight lines, lighting and locations for the participants.
- C. Training classes shall be scheduled through the Owner. Training shall begin within 45 days to the beginning of the Operational Demonstration period. Certain training sessions will occur only during the Operational Demonstration period as specifically noted in the Contract Documents.
- D. Training classes shall be conducted and separated for the following personnel:
  1. Maintenance and Operation
  2. Electrical and Instrumentation
  3. Systems Training
- E. Audio-visual equipment available at the Owner's training sites include:
  1. Blackboards and/ or Whiteboards
- F. Verify training materials are compatible with all equipment. The Contractor is responsible for providing other audio/visual equipment and training aids as needed.
- G. Classroom and field instruction where specified shall be provided for each group. Field instruction will include attention to applied familiarization with the actual equipment. Training hours as required in the Contract Documents do not include travel, set-up or cleanup time by the Instructor.
- H. Training may be either "field" or "classroom" as specified. If not specifically noted, provide field training. For field training, the Instructor will demonstrate all operations of the equipment and may be expected to show assembly and disassembly procedures, maintenance procedures, replacement procedures, and the

like. Field training will generally occur at the installed location of the equipment or material unless mock-ups are approved in the Lesson Plan and provided by the Contractor. Such mock-ups will become property of the Owner after the training sessions unless previously requested in the Lesson Plan.

I. Systems Training:

The Lesson will provide a detailed description of the system design, intended operation, and interactions of systems components. The Contractor's portion of Systems Training will provide additional detail descriptions of system's components and their interface with each other and other systems. Contractor's personnel for system training will be the same personnel who provided Operation and Maintenance training and Electrical and Instrumentation training.

J. Training shall be conducted to accommodate the Owner's shift schedules. Contractor shall coordinate with Owner prior to scheduling the training sessions. Contractor shall anticipate multiple shifts.

### 3.3 CONDUCT OF TRAINING

- A. All topics of the approved Lesson Plan shall be discussed, in the classroom or the field, in complete and sufficient detail to allow plant operating personnel to knowledgeably operate and maintain the equipment in accordance with manufacturer's recommended procedures and safety considerations during all anticipated operational and maintenance situations.
- B. Safety concerns and features intended to enhance safety should be specifically addressed.
- C. Tasks required to maintain the warranty should be specifically addressed.
- D. Frequent reference shall be made to the Operation and Maintenance instructions.
- E. Address all questions and comments proposed by the training session participants as they are raised to the maximum extent practicable. If questions or comments cannot be addressed during the training session, additional materials and/or training may be required as determined by the Contractor.
- F. If any training session exceeds three (3) hours in duration, provide a 1/2- hour break.
- G. Ensure that all parts of the training session are legible or audible on the final tape. The Instructor must repeat all questions to insure that they are audible. Final acceptance of the training is contingent on the acceptability of the videotape.
- H. The Contractor will be backcharged for cancelled training classes if the Owner is not notified at least 72 hours prior to scheduled training.

- I. Training Sessions shall be attended not only by the Owner's Operating Personnel but also by members of the Contractor or any other entities designated by the Owner.

#### 3.4 EVALUATION

- A. Immediately following training, the Instructor shall pass out an evaluation form to the Owner's personnel. This form shall provide a means for the Owner's personnel to comment on the Instructor and the quality, completeness, and value of the session.
- B. Evaluation Forms shall be collected, along with the Attendance Sheet at the end of each training session and the original documents shall be submitted to the Owner for use in determining if additional training is required by the Contractor. If additional training is required due to the material as outlined in the Lesson Plan not being covered correctly or in its entirety or the inability of the Instructor to answer questions pertaining to the operation and maintenance of the equipment, or if the training aids or equipment fail to operate as intended, the Contractor shall provide such additional training at no additional cost to the Owner.

END OF SECTION 017902

## SECTION 018000 - SYSTEM PERFORMANCES

### PART 1 - GENERAL

#### 1.1 GENERAL

- A. It is the intent of this Contract that the final installation shall be complete in all respects.
- B. The Contractor shall be responsible for all minor details, whether or not shown on the Drawings or specifically included in these Specifications.

#### 1.2 FACILITIES

- A. The facilities and equipment shall function properly and in accordance with plans, specifications and industry standards.
- B. The following equipment includes, but is not necessarily limited to, the following:
  - 1. Pumping Equipment
  - 2. Electrical

#### 1.3 CERTIFICATION

- A. The Contractor shall provide written certification from the manufacturers and/or installers that the various major components are in working order or have been installed in accordance with the manufacturer's instructions.

END OF SECTION 018000

## SECTION 024100 - DEMOLITION

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

#### 1.2 DESCRIPTION OF WORK

- A. It is the intent of this section that the Contractor shall furnish all of the equipment, labor, and materials necessary to demolish the existing sludge pumps, foundations, valves, and concrete support as necessary to install the new sludge pumps and other improvements to the sludge pumping system; together with all associated appurtenances as noted on the Contract Drawings, listed in the specifications herein, or as directed by the Engineer.

#### 1.3 JOB CONDITION

- A. The Contractor shall exercise all necessary precaution to protect adjacent properties and roadways from falling debris, material, and sections during the demolition process. All necessary barricades to protect pedestrians and vehicular traffic will be installed.
- B. WPCC shall operate all valves and gates required to isolate each sludge pump outside of work. Contractor shall submit written notification of the operation of a valves a minimum of 72 hours prior to operating.

#### 1.4 SUBMITTALS

- A. The Contractor shall submit to the Engineer prior to the start of any proposed demolition, a written description of the method proposed to abandon, dismantle, or remove any of the structures or equipment located at the site. Under no circumstances will blasting or the use of explosives be allowed. All sewage within the pump pipes will be removed before demolition by pumping through the existing pump station.

#### 1.5 SCHEDULE

- A. Demolition shall be scheduled and performed in strict conformance with these specifications and in a manner which will insure no interruption of sewage pumping operations beyond that provided for and approved by the Owner and the Ohio EPA. The date and the time of commencing the separate items of demolition work shall be submitted to the Engineer for review, and no demolition work shall commence until the Engineer's approval of date and time for the specific operation is in the hands of the Contractor.

### PART 2 - PRODUCTS (Not Applicable)

## PART 3 - EXECUTION

### 3.1 EXCAVATION, DEMOLITION & REMOVAL

- A. The Contractor shall be responsible for the demolition, removal, and transportation from the site of the facility, to the satisfaction of the Engineer, including but not limited to the following:
  - 1. Pump Station:
    - a. Sludge pump including but not limited to; pumps, steel foundation, and all appurtenances.
    - b. Remove all valves as shown in the contract drawings.
  - 2. The Contractor shall disconnect to all equipment with in the Pump Station.

### 3.2 OWNERSHIP & DISPOSAL OF MATERIALS

- A. All salvaged material shall become the property of the Contractor.
- B. All materials, whether they may be salvageable or not, shall be promptly removed from the construction site as demolition progresses. Material not sold for scrap value shall be transported to an approved land fill site for proper disposal.

END OF SECTION 024100

## SECTION 030000 - CONCRETE WORK

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. This Section specifies cast-in place concrete, including form work, reinforcing, mix design, placement procedures and finishes.
  - 1. Extent of concrete work is shown on drawings.

#### 1.2 SUBMITTALS

- A. Product Data: Submit data for proprietary materials and items, including reinforcement and forming accessories, admixtures, patching compounds, curing compounds, dry-shake finish materials, and others as requested by Engineer.
- B. Shop Drawings; Reinforcement: Submit original shop drawings prepared for fabrication, bending, and placement of concrete reinforcement. Comply with ACI Detailing Manual showing bar schedules, stirrup spacing, diagrams of bent bars, arrangement of concrete reinforcement. Include special reinforcement required for openings through concrete structures.
- C. Shop Drawings; Form work: Submit shop drawings prepared by a registered Professional Engineer for fabrication and erection of forms for specific finished concrete surfaces. Show form construction including jointing, special form joint or reveals, location and pattern of form tie placement, and other items which affect exposed concrete visually.
  - 1. Engineer's review is for general architectural applications and features only. Design of form work for structural stability and efficiency is Contractor's responsibility.
- D. Materials Certificates: Provide materials certificates in lieu of materials laboratory test reports when permitted by Engineer. Materials certificates shall be signed by manufacturer and Contractor, certifying that each material item complies with, or exceeds, specified requirements. Provide certification from admixture manufacturers that chloride content complies with specification requirements.

#### 1.3 QUALITY ASSURANCE

- A. Codes and Standards: Comply with provisions of following codes, specifications, and standards, latest revisions, except where more stringent requirements are shown or specified:
  - 1. ACI 301 "Specifications for Structural Concrete for Buildings."
  - 2. ACI 318 "Building Code Requirements for Reinforced Concrete."
  - 3. Concrete Reinforcing Steel Institute (CRSI), "Manual of Standard Practice."
  - 4. ACI 347 "Guide to Form work for Concrete."
  - 5. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

- B. Materials and installed work may require testing and retesting at anytime during progress of work. Tests, including retesting of rejected materials for installed work, shall be done at Contractor's expense.
- C. Engage a testing agency acceptable to Engineer to perform initial material evaluation and certification tests for mix designs and to design concrete mixes.
- D. Mockup: Cast mockup of size indicated or as required to demonstrate typical joints, form tie spacing, and proposed surface finish, texture, and color. Maintain sample panel exposed to view for duration of project, after Engineer's acceptance of visual qualities.
  - 1. Demolish mockup and remove from site when directed by Engineer.

#### 1.4 PROJECT CONDITIONS

- A. Protection Against Freezing: Cover completed work with sufficient temporary or permanent cover as required to protect footings and adjacent subgrade against possibility of freezing; maintain cover for time period as necessary.
- B. Protect adjacent finish materials against spatter during concrete placement.

### PART 2 - PRODUCTS

#### 2.1 FORM MATERIALS

- A. Forms for Exposed Finish Concrete: Plywood, metal, metal-framed plywood faced, or other acceptable panel-type materials, to provide continuous, straight, smooth, exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on drawings.
  - 1. Use plywood complying with U.S. Product Standard PS-1 "B-B (Concrete Form) Plywood," Class I, Exterior Grade or better, mill-oiled and edge-sealed, with each piece bearing legible inspection trademark.
- B. Forms for Unexposed Finish Concrete: Plywood, lumber, metal, or other acceptable material. Provide lumber dressed on at least two (2) edges and one side for tight fit.
- C. Forms for Textured Finish Concrete: Units of face design, size, arrangement, and configuration to match Engineer's control sample. Provide solid backing and form supports to ensure stability of textured form liners.
- D. Forms for Cylindrical Columns and Supports: Metal, fiberglass reinforced plastic, or paper or fiber tubes. Construct paper or fiber tubes of laminated plies using water-resistant adhesive with wax-impregnated exterior for weather and moisture protection. Provide units with sufficient wall thickness to resist loads imposed by wet concrete without deformation.
- E. Form Coatings: Provide commercial formulation form-coating compounds that will not bond with, stain, nor adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces.

- F. Form Ties: Factory-fabricated, adjustable-length, snapoff metal or glass fiber-reinforced plastic form ties, designed to prevent form deflection and to prevent spalling concrete upon removal. Provide units which will leave no metal closer than 1-1/2" to the exposed surface.
  - 1. Provide ties which, when removed, will leave holes not larger than 1" diameter in concrete surface.
  - 2. All form ties shall have a factor of safety of two (2) to determine the recommended safe working load.

## 2.2 REINFORCING MATERIALS

- A. Reinforcing Bars: ASTM A 615, Grade 60, deformed.
- B. Galvanized Reinforcing Bars: ASTM A 767, Class II (2.0 oz. zinc psf) hot-dip galvanized, after fabrication and bending.
- C. Epoxy-Coated Reinforcing Bars: ASTM A 775.
  - 1. Repair of damaged epoxy-coating - When required, damaged epoxy-coating shall be repaired with patching material conforming to ASTM A 775. Repair shall be done in accordance with the patching material manufacturer's recommendations.
- D. Steel Wire: ASTM A 82, plain, cold-drawn steel.
- E. Welded Wire Fabric: ASTM A 185, welded steel wire fabric. (Flat sheets only)
- F. Welded Deformed Steel Wire Fabric: ASTM A 497.
- G. Epoxy - Coated Welded Wire Fabric: ASTM A884, Class A.
- H. Supports for Reinforcement: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place. Use wire bar type supports complying with CRSI specifications.
  - 1. For slabs-on-grade, use supports with sand plates or horizontal runners where base material will not support chair legs.
  - 2. For exposed-to-view concrete surfaces, where legs of supports are in contact with forms, provide supports with legs which are plastic protected (CRSI, Class 1) or stainless steel protected (CRSI, Class 2).

## 2.1 CONCRETE MATERIALS

- A. Portland Cement: ASTM C 150, Type I, II or I/II and ASTM C595M, Type IP, unless otherwise specified. (See Table I, Concrete Requirements).
  - 1. Use one brand of cement throughout project, unless otherwise acceptable to Engineer.

- B. Fly Ash: ASTM C 618, Class F.
1. Limit use of fly ash to not exceed 25% of cement content by weight.
- C. Ground Granulated Blast-Furnace Slag: Shall not be used.
- D. Normal Weight Aggregates: ASTM C 33, and as herein specified. Provide aggregates from a single source for exposed concrete, with nominal maximum aggregate size of 1 inch.
1. For exterior exposed surfaces, do not use fine or coarse aggregates containing spalling-causing deleterious substances.
  2. Local aggregates not complying with ASTM C 33 but which have shown by special test or actual service to produce concrete of adequate strength and durability may be used when acceptable to Engineer.
  3. Combined Aggregate Gradation: Well graded from coarsest to finest with not more than 18 percent and not less than 8 percent retained on an individual sieve, except that less than 8 percent may be retained on coarsest sieve and on No. 50 (0.3-mm) sieve, and less than 8 percent may be retained on sieves finer than No. 50 (0.3 mm).
- E. Lightweight Aggregates: ASTM C 330.
- Maximum nominal aggregate size of 1 inch.
- F. Water: Drinkable and complying with ASTM C94.
- G. Air-Entraining Admixture: ASTM C 260, certified by manufacturer to be compatible with other required admixtures.
1. Products: Subject to compliance with requirements, provide one of the following:
    - a. "Air-Mix"; Euclid Chemical Co.
    - b. "Sika Aer"; Sika Corp.
    - c. "MB-VR or MB-AE"; Master Builders.
- H. Water-Reducing Admixture: ASTM C 494, Type A, and containing not more than 0.1 percent chloride ions.
1. Products: Subject to compliance with requirements, provide one of the following:
    - a. "WRDA"; W.R. Grace.
    - b. "Eucon WR-75"; Euclid Chemical Co.
    - c. "Pozzolith Normal"; Master Builders.
- I. High-Range Water-Reducing Admixture (Super Plasticizer): ASTM C 494, Type F and containing not more than 0.1 percent chloride ions.
1. Products: Subject to compliance with requirements, provide one of the following:
    - a. "Sikament 300"; Sika Chemical Corp.

- b. "Eucon 37"; Euclid Chemical Co.
  - c. "Rheobuild or Polyheed"; Master Builders.
  
- J. Water-Reducing, Non-Chloride Accelerator Admixture: ASTM C 494, Type E, and containing not more than 0.1 percent chloride ions.
  - 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. "Accelguard 80"; Euclid Chemical Co.
    - b. "Pozzutec 20"; Master Builders.
    - c. "Daraset"; W.R. Grace & Co.
  
- K. Water-Reducing, Retarding Admixture: ASTM C 494, Type D, and containing not more than 0.1 percent chloride ions.
  - 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. "Pozzolith"; Master Builders.
    - b. "Eucon Retarder 75"; Euclid Chemical Co.
    - c. "Plastiment"; Sika Chemical Co.
  
- L. Corrosion-Inhibiting Admixture: Commercially formulated, anodic inhibitor or mixed cathodic and anodic inhibitor; capable of forming a protective barrier and minimizing chloride reactions with steel reinforcement in concrete.
  - 1. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, the following:
  - 2. Products: Subject to compliance with requirements, provide one of the following:
    - a. Catexol 1000CL; Axim Concrete Technologies.
    - b. MCI 2000 or MCI 2005; Cortec Corporation.
    - c. DCI or DCI-S; W.R. Grace & Co., Construction Products Div.
    - d. Rheocrete 222+; Master Builders, Inc.
    - e. FerroGard-901; Sika Corporation.
  
- M. Prohibited Admixtures: Calcium chloride thiocyanates or admixtures containing more than 0.1 percent chloride ions are not permitted.

## 2.2 RELATED MATERIALS

- A. Non-Shrink Grout: CRD-C 621 and ASTM C-1107, factory pre-mixed grout.
  - 1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Non-metallic
      - 1) "Set Grout"; Master Builders.
      - 2) "Euco-NS"; Euclid Chemical Co.
      - 3) "Five Star Grout"; U.S. Grout Corp.

- B. Non-slip Aggregate Finish: Provide fused aluminum oxide grits, or crushed emery, as abrasive aggregate for non-slip finish with emery aggregate containing not less than 50 percent aluminum oxide and not less than 25 percent ferric oxide. Use material that is factory-graded, packaged, rust-proof, and non-glazing, and is unaffected by freezing, moisture, and cleaning materials.
- C. Moisture-Retaining Cover: One of the following, complying with ASTM C 171.
1. Waterproof paper.
  2. Polyethylene film.
  3. Polyethylene-coated burlap.
- D. Liquid Membrane-Forming Curing Compound: Liquid type membrane-forming curing compound complying with ASTM C 309, Type I, Class A. Moisture loss not more than 0.55 kg./sq. m. when applied at 200 sq ft./gal.
1. Products: Subject to compliance with requirements, provide one of the following:
    - a. "Masterkure"; Master Builders.
    - b. "Ecocure"; Euclid Chemical Co.
    - c. "Horn Clear Seal"; A.C. Horn, Inc.
- E. Underlayment Compound: Freeflowing, self-leveling, pumpable cementitious base compound for applications from 1 inch thick to feathered edges.
1. Products: Subject to compliance with requirements, provide one of the following:
    - a. "Flo-Top"; Euclid Chemical Co.
    - b. "Underlayment 110," Master Builders, Inc.
    - c. "Thoro Underlayment Self-Leveling"; Thoro System Products.
- F. Bonding Compound: Polyvinyl acetate or acrylic base.
1. Products: Subject to compliance with requirements, provide one of the following:
    - a. Polyvinyl Acetate (Interior Only):
      - 1) "Euco Weld"; Euclid Chemical Co.
      - 2) "Weldcrete"; Larsen Products Corp.
      - 3) "Everweld"; L&M Construction Chemicals, Inc.
    - b. Acrylic or Styrene Butadiene:
      - 1) "Day-Chem AD Bond"; Dayton Superior Corp.
      - 2) "Everbond"; L & M Construction Chemicals.
      - 3) "SBR Latex"; Euclid Chemical Co.

- G. Epoxy Adhesive: ASTM C 881, two component material suitable for use on dry or damp surfaces. Provide material "Type," "Grade," and "Class" to suit project requirements.
1. Products: Subject to compliance with requirements, provide one of the following:
    - a. "Epoxtite Binder 2390"; A.C. Horn, Inc.
    - b. "Sikadur 32 Hi-Mod"; Sika Chemical Corp.
    - c. "Euco Epoxy 452 or 620"; Euclid Chemical Co.

### 2.3 PROPORTIONING AND DESIGN OF MIXES

- A. Prepare design mixes for each type and strength of concrete by either laboratory trial batch or field experience methods as specified in ACI 301 and ACI 211. If the trial batch method is used, use an independent testing facility acceptable to Engineer for preparing and reporting proposed mix designs. The testing facility shall not be the same as used for field quality control testing unless otherwise acceptable to Engineer.
1. Limit use of fly ash to not exceed 25 percent of cement content by weight.
- B. Submit written reports to Engineer and Structural Engineer of each proposed mix for each class of concrete at least 15 days prior to start of work. Do not begin concrete production until mixes have been reviewed by Engineer.
- C. Design mixes to provide normal weight concrete with the following properties, as indicated in Table I.:

TABLE 1

#### CONCRETE REQUIREMENTS

Concrete Class	Cement Type	Min. 28-Day Compressive Strength PSI	*Max. Water-Cement Ratio	Min. Cement Content Sacks	Slump		Entrained Air %
					Min.	Inch Max.	
A	I	4000	0.45	6	-	-	6±1
B	I	2000	0.74	4-1/2	2	6	5±1-1/2
C	I	4000	0.50	6.38	1	4	6±2
D	II or IP	4000	0.45	6	-	-	6±1

\*Maximum Water - Cementitious Materials Ratio

1. All reinforced concrete shall be Class A, except as otherwise specified or shown on the drawings.
2. Concrete used for mud mats, fill and channeling in manholes and chambers shall be Class B unless otherwise noted on the drawings.
3. Class C concrete conforming to ODOT 499 (Class C) shall be used for all concrete pavement, curbing, driveways, and sidewalks, unless noted otherwise on the drawings.
4. Class B concrete may be used for encasing pipelines, fill, and pipe bedding.

5. Class B concrete shall be used as concrete fill in concrete tanks for shaping or sloping bottoms.

a. The following steps shall be taken for installation of the Class B concrete:

- 1) Scrub concrete slabs and/or walls with a stiff wire brush and streams of clean water as a minimum, to remove laitance.
- 2) Apply a bonding agent in accordance with the manufacturer's surface preparation and application recommendations.
- 3) The Class B concrete shall then be placed and screeded to bring the surface to final grade.

6. Class D concrete shall be used for sewerage treatment plants and sewerage pump stations, as noted on the drawings.

D. **Lightweight Concrete:** Lightweight aggregate and concrete shall conform to ASTM C 330. Proportion mix to produce concrete with a minimum compressive strength of 3000 psi at 28 days and a calculated equilibrium unit weight of 110 pcf plus or minus 3 pcf as determined by ASTM C 567. Concrete slump at the point of placement shall be the minimum necessary for efficient mixing, placing, and finishing. Maximum slump shall be 6 inches for pumped concrete and 5 inches elsewhere. Air entrain concrete exposed to weather according to ACI 301 requirements.

E. **Adjustment to Concrete Mixes:** Mix design adjustments may be requested by Contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant; at no additional cost to Owner and as accepted by Engineer. Laboratory test data for revised mix design and strength results must be submitted to and accepted by Engineer before using in work.

F. **Admixtures:**

1. Use high range water-reducing admixture (super plasticizer) in Classes A and D concrete unless noted otherwise.
2. Use non-chloride accelerating admixture in concrete slabs placed at ambient temperatures below 50 deg F (10 deg C).
3. Use air-entraining admixture in all concrete, unless otherwise indicated. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having total air content within limits shown in Table I.
4. Use admixtures for water-reducing and set-control in strict compliance with manufacturer's directions.
5. **Slump Limits:** Proportion and design mixes to result in concrete slump at point of placement as shown in Table I:
  - a. Concrete containing HRWR admixture (super-plasticizer): Not more than 8" after addition of HRWR to site-verified 2"-3" slump concrete.

## 2.4 CONCRETE MIXING

- A. Job-Site Mixing: Mix materials for concrete in appropriate drum type batch machine mixer. For mixers of one cu. yd., or smaller capacity, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released. For mixers of capacity larger than one cu. yd., increase minimum 1-1/2 minutes of mixing time by 15 seconds for each additional cu. yd., or fraction thereof.
  - 1. Provide batch ticket for each batch discharged and used in work, indicating project identification name and number, date, mix type, mix time, quantity, and amount of water introduced.
- B. Ready-Mix Concrete: Comply with requirements of ASTM C 94, and as herein specified.
  - 1. During hot weather, or under conditions contributing to rapid setting of concrete, a shorter mixing time than specified in ASTM C 94 may be required.
    - a. When air temperature is between 85 deg F (30 deg C) and 90 deg F (32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes, and when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

## PART 3 - EXECUTION

### 3.1 GENERAL

- A. Coordinate the installation of joint materials and vapor retarders with placement of forms and reinforcing steel.

### 3.2 FORMS

- A. Design, erect, support, brace, and maintain form work to support vertical and lateral, static, and dynamic loads that might be applied until such loads can be supported by concrete structure. Construct form work so concrete members and structures are of correct size, shape, alignment, elevation, and position. Maintain form work construction tolerances complying with ACI 347.
- B. Design form work to be readily removable without impact, shock, or damage to cast-in-place concrete surfaces and adjacent materials.
- C. Construct forms to sizes, shapes, lines, and dimensions shown, and to obtain accurate alignment, location, grades, level and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts, and other features required in work. Use selected materials to obtain required finishes. Solidly butt joints and provide back-up at joints to prevent leakage of cement paste.
- D. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete

surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses, and the like, to prevent swelling and for easy removal.

- E. Provide temporary openings where interior area of form work is inaccessible for cleanout, for inspection before concrete placement, and for placement of concrete. Securely brace temporary openings and set tightly to forms to prevent loss of concrete mortar. Locate temporary openings on forms at inconspicuous locations.
- F. Chamfer exposed corners and edges as indicated, using wood, metal, PVC, or rubber chamfer strips fabricated to produce uniform smooth lines and tight edge joints.
- G. Provisions for Other Trades: Provide openings in concrete form work to accommodate work of other trades. Determine size and location of openings, recesses, and chases from trades providing such items. Accurately place and securely support items built into forms.
- H. Cleaning and Tightening: Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, or other debris just before concrete is placed. Retightening forms and bracing after concrete placement if required to eliminate mortar leaks and maintain proper alignment.

### 3.3 PLACING REINFORCEMENT

- A. Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars," for details and methods of reinforcement placement and supports, and as herein specified.
  - 1. Avoiding cutting or puncturing vapor retarder during reinforcement placement and concreting operations. Repair damages before placing concrete.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other materials which reduce or destroy bond with concrete.
- C. Accurately position, support, and secure reinforcement against displacement by form work, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers, and hangers, as required.
- D. Place reinforcement to obtain at least minimum coverages for concrete protection. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.
- E. Install welded wire fabric in longest lengths as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset end laps in adjacent widths to prevent continuous laps in either direction.
- F. Epoxy - Coated Reinforcing Steel:
  - 1. Epoxy-coated reinforcing bars supported from form work shall rest on coated wire bar supports, or on bar supports made of dielectric material or other acceptable

materials. Wire bar supports shall be coated with dielectric material for a minimum distance of 2 inches from the point of contact with the epoxy-coated reinforcing bars.

Reinforcing bars used as support bars shall be epoxy-coated.

In walls having epoxy-coated reinforcing bars, spreader bars where specified by the Engineer, shall be epoxy-coated. Proprietary combination bar clips and spreaders used in walls with epoxy-coated reinforcing bars shall be made of corrosion-resistant material.

2. Epoxy-coated reinforcing bars - Equipment for handling epoxy-coated bars shall have protected contact areas. Bundles of coated bars shall be lifted at multiple pick-up points to minimize bar-to-bar abrasion from sags in the bundles. Coated bars or bundles of coated bars shall not be dropped or dragged. Coated bars shall be stored on protective cribbing. Fading of the color of the coating shall not be cause for rejection of epoxy-coated reinforcing bars. Coating damage due to handling, shipment and placing need not be repaired in cases where the damaged area is 0.1 square inches or smaller. Damaged areas larger than 0.1 square inches shall be repaired in accordance with the epoxy material manufacturer's recommendations. The maximum amount of damage including repaired and unrepaired areas shall not exceed 2 percent of the surface area in each linear foot of each bar.

### 3.4 INSTALLATION OF EMBEDDED ITEMS

- A. General: Set and build into work anchorage devices and other embedded items required for other work that is attached to, or supported by, cast-in-place concrete. Use setting drawings, diagrams, instructions, and directions provided by suppliers of items to be attached thereto. Electrical conduit shall not be embedded in concrete.
- B. Edge Forms and Screed Strips for Slabs: Set edge forms or bulkheads and intermediate screed strips for slabs to obtain required elevations and contours in finished slab surface. Provide and secure units to support screed strips using strike-off templates or compacting type screeds.

### 3.5 PREPARATION OF FORM SURFACES

- A. Clean re-used forms of concrete matrix residue, repair and patch as required to return forms to acceptable surface condition.
- B. Coat contact surfaces of forms with an approved, nonresidual, low-VOC, form-coating compound before placing reinforcement.
- C. Thin form-coating compounds only with thinning agent of type, amount, and under conditions of form-coating compound manufacturer's directions. Do not allow excess form-coating material to accumulate in forms or to come into contact with in-place concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions.
- D. Coat steel forms with a non-staining, rust-preventative form oil or otherwise protect against rusting. Rust-stained steel form work is not acceptable.

### 3.6 CONCRETE PLACEMENT

- A. **Preplacement Inspection:** Before placing concrete, inspect and complete form work installation, reinforcing steel, and items to be embedded or cast-in. Notify other crafts to permit installation of their work; cooperate with other trades in setting such work. Moisten wood forms immediately before placing concrete where form coatings are not used.
  - 1. Apply temporary protective covering to lower 2' of finished walls adjacent to poured floor slabs and similar conditions, and guard against spattering during placement.
  
- B. **General:** Comply with ACI 304 "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete," and as herein specified.
  - 1. Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as herein specified. Deposit concrete as nearly as practicable to its final location to avoid segregation.
  
- C. **Placing Concrete in Forms:** Deposit concrete in forms in horizontal layers not deeper than 24" and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints.
  - 1. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, or tamping. Use equipment and procedures for consolidation of concrete in accordance with ACI 309.
  - 2. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations not farther than visible effectiveness of machine. Place vibrators to rapidly penetrate placed layer and at least 6" into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing segregation of mix.
  
- D. **Cold Weather Placing:** Protect concrete work from physical damage or reduced strength which could be caused by frost, freezing actions, or low temperatures, in compliance with ACI 306 and as herein specified.
  - 1. When air temperature has fallen to or is expected to fall below 40 deg F (4 deg C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 deg F (10 deg C), and not more than 80 deg F (27 deg C) at point of placement.
    - a. The concrete shall be maintained within this temperature range for not less than seven (7) days.
  - 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 or against cold reinforcing steel.

3. Do not use calcium chloride, salt, and other materials containing antifreeze agents or chemical accelerators, unless otherwise accepted in mix designs.
- E. Hot Weather Placing: When hot weather conditions exist that would seriously impair quality and strength of concrete, place concrete in compliance with ACI 305 and as herein specified.
1. Cool ingredients before mixing to maintain concrete temperature at time of placement below 90 deg F (32 deg C). Mixing water may be chilled, or chopped ice may be used to control temperature provided water equivalent of ice is calculated to total amount of mixing water. Use of liquid nitrogen to cool concrete is Contractor's option.
  2. Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately before embedment in concrete.
  3. Fog spray forms, reinforcing steel, and subgrade just before concrete is placed.
  4. Use water-reducing retarding admixture when required by high temperatures, low humidity, or other adverse placing conditions, as acceptable to Engineers.

### 3.7 FINISH OF FORMED SURFACES

- A. Rough Form Finish: For formed concrete surfaces not exposed-to-view in the finish work or by other construction, unless otherwise indicated. This is the concrete surface having texture imparted by form facing material used, with tie holes and defective areas repaired and patched and fins and other projections exceeding 1/4" in height rubbed down or chipped off.
- B. Smooth Form Finish: For formed concrete surfaces exposed-to-view, or that are to be covered with a coating material applied directly to concrete, or a covering material applied directly to concrete, such as waterproofing, dampproofing, veneer plaster, painting, or other similar system. This is an as-cast concrete surface obtained with selected form facing material, arranged orderly and symmetrically with a minimum of seams. Repair and patch defective areas with fins or other projections completely removed and smoothed; provide smooth rubbed finish to smooth form finish. Refer to "Concrete Surface Repairs."
- C. Smooth Rubbed Finish: Provide smooth rubbed finish to scheduled concrete surfaces, which have received smooth form finish treatment.
1. Scarify or roughen entire surface by grinding or similar effective means.
  2. Combined one part Portland cement to 1-1/2 parts fine sand by volume and a 50:50 mixture of acrylic or styrene butadiene-based bonding admixture and water to form the consistency of thick paint. Blend standard Portland cement and white Portland cement, amounts determined by trial patches, so that final color of dry grout will match adjacent surfaces.
  3. Thoroughly wet concrete surfaces and apply grout to coat surfaces and fill small holes. Remove excess grout by scraping and rubbing with clean burlap. Keep damp by fog spray for at least 36 hours after rubbing.
  4. Repeat the above process if necessary to fill voids or bug holes and obtain a consistent match to adjacent surfaces, subject to acceptance of the Engineer.

- D. Grout Cleaned Finish: Provide grout cleaned finish on scheduled concrete surfaces which have received smooth form finish treatment.
1. Scarify or roughen entire surface by grinding or similar effective means.
  2. Apply Thoroseal plaster mix coating by Thoro System Products or approved equivalent with an approximate thickness of 1/8-inch to 1/4-inch.
  3. Follow the manufacturer's recommendations and guidelines regarding surface preparation, application methods and curing.
  4. Repeat the above process if necessary to fill voids or bug holes and obtain a consistent match to adjacent surfaces, subject to acceptance of the Engineer.
- E. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces occurring 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.

### 3.8 CONCRETE CURING AND PROTECTION

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Protect concrete from rapid moisture loss before and during finishing operations.
1. The evaporation graph, Figure 1, of ACI 308 - Curing Concrete, shall be used to determine the evaporation rate during concrete placement. If the rate of evaporation equals or exceeds 0.2 lbs/sq.ft./hr., steps shall be taken to prevent excessive evaporation from the surface.
  2. Start initial curing as soon as free water has disappeared from concrete surface after placing and finishing.
    - a. Initial curing may be any of the methods listed herein that maintain a satisfactory moisture content and temperature.
  3. Begin final curing procedures, if they differ from initial curing, immediately following initial curing and before concrete has dried. Continue curing for at least seven (7) days in accordance with ACI 301 procedures. Avoid rapid drying at end of final curing period.
- B. Curing Methods: Perform curing of all structural concrete as herein specified.
1. Provide moisture curing by following methods.
    - a. Keep concrete surface continuously wet by covering with water.
    - b. Continuous water-fog spray.
    - c. Cover concrete surface with specified absorptive cover, thoroughly saturating cover with water and keeping continuously wet. Place absorptive cover to provide coverage of concrete surfaces and edges, with 4" lap over adjacent absorptive covers.

2. Provide moisture-cover curing as follows:
  - a. Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width with sides and ends lapped at least 3" and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
- C. Provide curing and sealing compound to pavement, walks, and curbs only, as follows:
  1. Apply specified curing and sealing compound to concrete slabs as soon as final finishing operations are complete (within 2 hours) and after surface water sheen has disappeared. Apply uniformly in continuous operation by power-spray or roller in accordance with manufacturer's directions. Recoat areas subjected to heavy rainfall within three (3) hours after initial application. Maintain continuity of coating and repair damage during curing period.
- D. Curing Formed Surfaces: Cure formed concrete surfaces, including undersides of beams, supported slabs, and other similar surfaces by moist curing with forms in place for full curing period or until forms are removed. If forms are removed, continue curing by methods specified above, as applicable.
- E. Curing Unformed Surfaces: Cure unformed surfaces, such as slabs, floor topping, and other flat surfaces by moist curing methods.
  1. Final cure concrete surfaces to receive liquid floor hardener or finish flooring by use of moisture-retaining cover, unless otherwise directed.

### 3.9 REMOVAL OF FORMS

- A. Formwork not supporting weight of concrete, such as sides of beams, walls, columns, and similar parts of the work, may be removed after cumulatively curing at not less than 50 deg F (10 deg C) for five (5) days after placing concrete, provided concrete is sufficiently hard to not be damaged by form removal operations, and provided curing and protection operations are maintained.
- B. Formwork supporting weight of concrete, such as beam soffits, joists, slabs, and other structural elements, may not be removed in less than 14 days or until concrete has attained at least 75 percent of design minimum compressive strength at 28 days. Determine potential compressive strength of in-place concrete by testing field-cured specimens representative of concrete location or members. Lab cured cylinders will not be considered.
- C. Form facing material may be removed five (5) days after placement, only if shores and other vertical supports have been arranged to permit removal of form facing material without loosening or disturbing shores and supports.

### 3.10 RE-USE OF FORMS

- A. Clean and repair surfaces of forms to be re-used in work. Split, frayed, delaminated, or otherwise damaged form facing material will not be acceptable for exposed surfaces. Apply new form coating compound as specified for new form work.
- B. When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close joints. Align and secure joint to avoid offsets. Do not use "patched" forms for exposed concrete surfaces, except as acceptable to Engineer.

### 3.11 MISCELLANEOUS CONCRETE ITEMS

- A. Filling-In: Fill-in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Mix, place, and cure concrete as herein specified, to blend with in-place construction. Provide other miscellaneous concrete filling shown or required to complete work.
- B. Equipment Bases and Foundations: Provide machine and equipment bases and foundations, as shown on drawings. Set anchor bolts for machines and equipment with template at correct elevations, complying with certified diagrams or templates of manufacturer furnishing machines and equipment.
  - 1. Grout base plates and foundations as indicated, using specified non-shrink grout. Use non-metallic grout for exposed conditions, unless otherwise indicated.

### 3.12 CONCRETE SURFACE REPAIRS

- A. Patching Defective Areas: Repair and patch defective areas with cement mortar immediately after removal of forms, when acceptable to Engineer.
  - 1. Saw-cut out honeycomb, rock pockets, voids over 1/4" in any dimension, down to solid concrete but, in no case to a depth of less than 1." Make edges of cuts slightly undercut to the concrete surface. Thoroughly clean, dampen with water, and brush-coat the area to be patched with specified bonding agent. Place patching mortar after bonding compound has dried.
  - 2. For exposed-to-view surfaces, blend white Portland cement and standard Portland cement so that, when dry, patching mortar will match surrounding color. Provide test areas at inconspicuous location to verify mixture and color match before proceeding with patching. Compact mortar in place and strike-off slightly higher than surrounding surface.
- B. Repair of Formed Surfaces: Remove and replace concrete having defective surfaces if defects cannot be repaired to satisfaction of Engineer. Surface defects, as such, include color and texture irregularities, cracks, spalls, air bubbles, honeycomb, rock pockets; fins and other projections on surface; and stains and other discolorations that cannot be removed by cleaning. Flush out form tie holes, fill with Portland Cement patching mortar, or precast cement cone plugs secured in place with bonding agent. When other materials are used, apply them in accordance with manufacturer's recommendations.

1. Repair concealed formed surfaces, where possible, that contain defects that affect the durability of concrete. If defects cannot be repaired, remove and replace concrete.
2. Repair of Unformed Surfaces: Test unformed surfaces, such as monolithic slabs, for smoothness and verify surface plane to tolerances specified for each surface and finish. Correct low and high areas as herein specified. Test unformed surfaces sloped to drain for trueness of slope, in addition to smoothness using a template having required slope.
3. Repair finished unformed surfaces that contain defects which affect durability of concrete. Surface defects, as such, include crazing, cracks in excess of 0.01" wide or which penetrate to reinforcement or completely through non-reinforced sections regardless of width, spalling, pop-outs, honeycomb, rock pockets, and other objectionable conditions.
4. Correct high areas in unformed surfaces by grinding, after concrete has cured at least 14 days.
5. Correct low areas in unformed surfaces during or immediately after completion of surface finishing operations by cutting out low areas and replacing with fresh concrete. Finish repaired areas to blend into adjacent concrete. Proprietary patching compounds may be used when acceptable to Engineer.
6. Repair defective areas, except random cracks and single holes not exceeding 1" diameter, by cutting out and replacing with fresh concrete. Remove defective areas to sound concrete with clean, square cuts and expose reinforcing steel with at least 3/4" clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding compound. Mix patching concrete of same materials to provide concrete of same type or class as original concrete. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
7. Repair isolated random cracks and single holes not over 1" in diameter by dry-pack method. Groove top of cracks and cut-out holes to sound concrete and clean of dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding compound. Mix dry-pack, consisting of one part Portland cement to 2-1/2 parts fine aggregate passing a No. 16 mesh sieve, using only enough water as required for handling and placing. Place dry pack after bonding compound has dried. Compact dry-pack mixture in place and finish to match adjacent concrete. Keep patched area continuously moist for not less than 72 hours.
8. Perform structural repairs with prior approval of Engineer or Structural Engineer for method and procedure, using specified epoxy adhesive and mortar.
9. Repair methods not specified above may be used, subject to acceptance of Engineer.
10. Underlayment Application: Leveling of floors for subsequent finishes may be achieved by use of specified underlayment material.

### 3.13 THROUGH SECTION CONCRETE CRACK REPAIRS

#### A. Sealing through wall or slab cracks.

1. Seal cracks for a water-tight or structurally bonded repair with epoxy or chemical grouting procedures.

- a. The Contractor shall make proper repairs with epoxy injection or chemical injection with a moisture reactive hydrophilic polyurethane foam grout, as directed by the Engineer.

ADDENDUM  
EXAMPLE FORM A

CONCRETE SUPPLIER: \_\_\_\_\_

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

MIXTURE ID: \_\_\_\_\_ SPECIFIED f'c: \_\_\_\_\_ PSI

MATERIAL MIXTURE PROPORTIONS lbs-mass/cu.yd. (pcy)

1.0 Cement Type \_\_\_\_\_ Source: \_\_\_\_\_

Sp. Gr. \_\_\_\_\_ pcy \_\_\_\_\_ cu. ft.

1.1 Other Cementitious Materials: \_\_\_\_\_ Class: \_\_\_\_\_ Source: \_\_\_\_\_

Sp. Gr. \_\_\_\_\_ pcy \_\_\_\_\_ cu. ft.

2.0 Aggregate (No. 1) Type: \_\_\_\_\_ Size: \_\_\_\_\_ Source: \_\_\_\_\_

SSD Sp. Gr. \_\_\_\_\_ pcy \_\_\_\_\_ cu. ft.

Dry Rodded Unit Wt.: \_\_\_\_\_ pcf

Alternate (No. 1) Lightweight Aggregate Type: \_\_\_\_\_ Size: \_\_\_\_\_ Source: \_\_\_\_\_

Sp. Gr. Factor \_\_\_\_\_ over dry pcy \_\_\_\_\_ cu. ft.

Loose Unit Wt. \_\_\_\_\_ pcf Estimated Wet \_\_\_\_\_ pcf

2.1 Aggregate (No. 2) Type: \_\_\_\_\_ Size: \_\_\_\_\_ Source: \_\_\_\_\_

SSD Sp. Gr. \_\_\_\_\_ pcy \_\_\_\_\_ cu. ft.

Dry Rodded Unit Wt.: \_\_\_\_\_ pcf (If Fine Sized - FM \_\_\_\_\_)

2.2 Aggregate (Nos. 3, 4, n) Type: \_\_\_\_\_ Size: \_\_\_\_\_ Source: \_\_\_\_\_

SSD Sp. Gr. \_\_\_\_\_ pcy \_\_\_\_\_ cu. ft.

Dry Rodded Unit Wt.: \_\_\_\_\_ pcf

3.0 Water: \_\_\_\_\_ gal. \_\_\_\_\_ pcy \_\_\_\_\_ cu. ft.

EXAMPLE FORM A (CONTINUED)

4.0 Admixtures expressed as fluid ounces/cubic yard, and estimated range

Source: \_\_\_\_\_ Name: \_\_\_\_\_ Type \_\_\_\_\_ oz

Source: \_\_\_\_\_ Name: \_\_\_\_\_ Type \_\_\_\_\_ oz

Source: \_\_\_\_\_ Name: \_\_\_\_\_ Type \_\_\_\_\_ oz

Total Admixture Liquid Vol. \_\_\_\_\_ cu. ft.

(\*) Note: Show volume in 4.0 if not included in cubic feet of air or water.

5.0 Other Materials - fibers, color pigment or other additions

Sp. Gr. \_\_\_\_\_ pcy \_\_\_\_\_ cu. ft.

Total Mixture Mass and Volume: \_\_\_\_\_ pcy \_\_\_\_\_ cu. ft.

Fresh Concrete Properties

Coarse & Fine Aggregate Gradation

Percent Passing

Slump _____ +/- _____ in.	Sieve Size	Aggregate No.				
		1	2	3	4	Combined
Unit Weight _____ pcf	2 in.	_____	_____	_____	_____	_____
Air Content _____ +/- _____ %	1-1/2 in.	_____	_____	_____	_____	_____
	1 in.	_____	_____	_____	_____	_____
	3/4 in.	_____	_____	_____	_____	_____
	1/2 in.	_____	_____	_____	_____	_____
If Trail Batch Data -	3/8 in.	_____	_____	_____	_____	_____
Identify Batch No. _____	No. 4	_____	_____	_____	_____	_____
Batch Date _____	No. 8	_____	_____	_____	_____	_____
Concrete Temp. _____ °F	No. 16	_____	_____	_____	_____	_____
Comp. Strength-Average _____ °F	No. 30	_____	_____	_____	_____	_____

EXAMPLE FORM A (CONTINUED)

7 day avg. _____ psi	No. 50	_____	_____	_____	_____	_____
28 day avg. _____ psi	No. 100	_____	_____	_____	_____	_____
	No. 200	_____	_____	_____	_____	_____

Comments: \_\_\_\_\_  
\_\_\_\_\_

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

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

Organization: \_\_\_\_\_



EXAMPLE FORM B (CONTINUED)

5.0 Other Materials

\_\_\_\_\_ Type \_\_\_\_\_ lb \_\_\_\_\_ lb \_\_\_\_\_ lb \_\_\_\_\_ lb

Total Mass: \_\_\_\_\_ lb \_\_\_\_\_ lb \_\_\_\_\_ lb \_\_\_\_\_ lb

Total Mass/cy: \_\_\_\_\_ pcy \_\_\_\_\_ pcy \_\_\_\_\_ pcy \_\_\_\_\_ pcy

Relative Cubic Yard Volume: \_\_\_\_\_ cy \_\_\_\_\_ cy \_\_\_\_\_ cy \_\_\_\_\_ cy

Water-Cementitious Material Ratio:

Fresh Concrete Properties

TRAIL BATCH NUMBER

	<u>## -1</u>	<u>## -2</u>	<u>## -3</u>	<u>## -4</u>
Slump-inches	_____	_____	_____	_____
Air-Content %	_____	_____	_____	_____
Unit Wt. pcf	_____	_____	_____	_____
Concrete Temp. °F	_____	_____	_____	_____
Compressive Strength Results (ASTM C192, C39) or Other Specified Test Requirements				
7 days	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
Average (7 day)	_____	_____	_____	_____

EXAMPLE FORM B (CONTINUED)

28 days	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
Average (28 day)	_____	_____	_____	_____
Water-Cementitious Material Ratio:	_____	_____	_____	_____

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

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

Organization: \_\_\_\_\_

END OF SECTION 030000

## SECTION 099700 - SPECIAL COATINGS

### PART 1 – GENERAL

#### 1.1 SUMMARY

- A. Work covered by this Section includes the furnishing and application of paints, stains, primers, varnishes and other finish, decorative and protective coatings.
- B. Shop priming and factory prefinishing are required on some, but not necessarily all, of the items described in other sections.
- C. Extent of work:
  - 1. All new process equipment and sludge valves to be replaced.
  - 2. Existing sludge lines within the piping gallery as defined Alternate A Bid.

#### 1.2 SUBMITTALS

- A. Product Data: Submit manufacturer's technical information including basic materials analysis and application instructions for each coating material specified.
  - 1. List each material and cross-reference to the specific coating and finish system and application. Identify each material by the manufacturer's catalog number and general classification.
  - 2. In the event that the submittal requests a substitution then the following ASTM test results from an independent testing laboratory for the referenced products shall be included:
    - ASTM B 117 Salt Fog
    - ASTM D 3359 (Method A and B) Adhesion Test
    - ASTM G8, Method A Cathodic Disbondment
    - ASTM D 4541 (Elcometer)
    - ASTM D 4060 Taber Abrasion
    - ASTM D 522 (Conical Mandrel)
    - ASTM D 3363 Pencil Hardness
    - ASTM D 2794 Impact
    - ASTM G 53 QUV Exposure
    - ASTM D 2240 Durometer, Shore D
    - ASTM D 870 Immersion (Potable Water)
    - ASTM E 96 Moisture Vapor Transmission
    - ASTM D 2370 Tensile Strength and Elongation
    - ASTM D 638 Tear Strength
- B. Manufacturer's representative color and texture sample cards shall be submitted to the Engineer at least 30 days prior to paint application. Contractor shall coordinate work so as to allow sufficient time for paint to be delivered to the job site.

### 1.3 QUALITY ASSURANCE

- A. Single Source Responsibility: Provide primers and other undercoat material produced by the same manufacturer as the finish coats. Use only thinners recommended by the manufacturer, and only within recommended limits.
- B. Coordination of Work: Review other sections of these specifications in which other coatings are to be provided to ensure compatibility of the total coatings systems for various substrates.
  - 1. Upon request, furnish information on the characteristics of pre-primed materials, to ensure that provisions for specified finish coats can be appropriately applied.
  - 2. Notify the Engineer of any anticipated problems involved in using the coatings systems as specified.

### 1.4 DELIVERY, STORAGE AND HANDLING

- A. Deliver materials to the job site in the manufacturer's original, new, unopened packages and containers bearing manufacturer's name and label and the following information:
  - 1. Name or title of material.
  - 2. Federal Specification number, if applicable.
  - 3. Manufacturer's stock number and date of manufacture.
  - 4. Manufacturer's name.
  - 5. Contents by volume, for major pigment and vehicle constituents.
  - 6. Thinning instructions.
  - 7. Application instructions.
  - 8. Color name and number.
  - 9. Handling instructions and precautions.
- B. Store materials not in actual use in tightly covered containers at a minimum ambient temperature of 45 deg. F (7 deg. C) in a well ventilated area. Maintain containers used in storage of coatings in a clean condition, free of foreign materials and residue.
  - 1. Protect from freezing where necessary. Keep storage area neat and orderly. Remove oily rags and waste daily. Take all necessary precautionary measures to ensure that workmen and work areas are adequately protected from fire hazards and health hazards resulting from handling, mixing and application of stains.
- C. No material shall be applied unless the containers are opened in the presence of the Owner's Representative.

### 1.5 PROJECT CONDITIONS

- A. Apply coatings only when the temperature of surfaces to be coated and surrounding air temperatures are above 45 deg. F (7 deg. C), unless otherwise permitted by manufacturer's printed instructions.
- B. Do not apply coatings in snow, rain, fog or mist, or when the relative humidity exceeds

85%, or to damp or wet surfaces unless otherwise permitted by manufacturer's printed instructions. Allow wet surfaces to dry thoroughly and attain the temperature and conditions specified before proceeding with or continuing with the coating operation.

1. Work may continue during inclement weather only if areas and surfaces to be coated are enclosed and the temperature within the area can be maintained within limits specified by the manufacturer during application and drying periods.
- C. Report to responsible person such as safety personnel, General Trades Superintendent, etc., any condition which may pose a threat to the health and welfare of employees.
- D. Keep working area clean and safe.
- E. Obey all job site rules and regulations.
- F. Surfaces not to be painted; unless specifically stated otherwise:
1. Face brick
  2. Pre-finished wall panels, partitions and ceiling tile
  3. Items with acceptable factory-applied final finish
  4. Concealed ducts, pipes and conduit.
  5. Glass, Aluminum, Copper, Bronze, Stainless Steel

## PART 2 - PRODUCTS

### 2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide products of one of the following:
1. Tnemec Company, Inc., North Kansas City, Missouri
  2. Carboline Company, At. Louis, Missouri
  3. Sherwin Williams Company, Cleveland, Ohio
- B. Material Quality: Provide the best quality grade of the various types of coatings as regularly manufactured by acceptable coating manufacturers. Materials not displaying manufacturer's identification as a standard, best-grade product will not be acceptable.
- C. Proprietary names to designate colors or materials are not intended to imply that products of named manufacturers are required to the exclusion of equivalent products of other manufacturers.
- D. Request for substitution shall include manufacturer's literature for each product giving the name, product number, generic type, descriptive information, solids by volume, recommended dry film thickness and certified test reports showing results to equal the performance criteria of the products listed herein.

### 2.2 COATING SYSTEMS

- A. Ferrous Metal:

1. Non-Submerged, Interior Exposure

Surface Preparation: SSPC-SP6 Commercial Blast

First Coat: Tnemec Series N69 Hi-Build Epoxoline II @ 3.0-5.0 mils dry

Carboline Carboguard 60 @ 3.0 - 5.0 DFT

Sherwin Williams Macropoxy 646 at 3.0-5.0 mils DFT

Second Coat: Tnemec Series N69 Hi-Build Epoxoline II @ 4.0-6.0 mils dry

Carboline Carboguard 60 @ 4.0 - 6.0 DFT

Sherwin Williams Macropoxy 646 at 4.0-6.0 mils DFT

NOTE: If shop primed, field surface preparation for weld seams and abraded areas is SSPC-SP-10 and spot prime with Series N69 @ 3-5 mils dry or Carboline Carboguard 60 @ 3.0 - 5.0 DFT or Sherwin Williams Macropoxy 646 at 3.0-5.0 mils DFT.

2.3 COLOR CODING AND PROCESS SYSTEM IDENTIFICATION

A. The following color coding is suggested for wastewater transport and treatment systems. Color coding for processing piping, equipment and appurtenances is a suggested system unless otherwise specified or requested by Owner. Final coding to be determined in the field:

1. Equipment - light gray with O.S.H.A. orange coupling guards and O.S.H.A. yellow belt guards.
2. Pipe Supports - hangers to be same color as piping applied, floor post to be same as adjacent wall color, and fabricated racks to be manufacturer's standard protective finish or paint same as adjacent wall color if not having a suitable protective finish.
3. Process piping-exposed interior or exterior:
  - a. These colors are recommended as standard by WEF and selected by the Owner.

C. Miscellaneous, non-process related items such as electrical conduit, duct work, roof drains, etc. are to be properly prepped and finished to match adjacent wall or ceiling color.

1. In situations where two colors do not have sufficient contrast to easily differentiate between them, a six (6) inch band of contrasting color shall be on one of the pipes at approximately thirty (30) inch intervals.

3.2 SURFACE PREPARATION

A. General:

1. Dislodge dirt, rust, plaster nibs, mortar spatter and other dry material by scraping or brushing. Remove dust and loose material by brushing, sweeping, vacuuming or blowing with high-pressure air.
2. Remove oil, wax and grease by scraping off heavy deposits and cleaning with

- mineral spirits or a hot trisodium phosphate solution followed by a water rinse.
3. Verify that surfaces to be coated are dry, clean and free of dust, dirt, oil, wax grease or other contaminants.

B. Ferrous Metal:

1. Enclosed: Remove loose rust, mill scale and other foreign matter by hand (SSPC-SP2) or power tool (SSPC-SP3) cleaning and apply specified coating before rusting occurs.
2. Non-Submerged, Architecturally Exposed: Society of Protective Coatings, SSPC-SP6 Commercial Blast.

## PART 3 - EXECUTION

### 3.1 PRE-WORK INSPECTION

- A. Examine surfaces to be coated and report conditions that would adversely affect appearance or performance of coating systems and which cannot be put into an acceptable condition by preparatory work specified in Paragraph 3.2.
- A. Do not proceed with surface preparation and application until surface is acceptable or authorization to proceed is given by the Owner's representative.

### 3.2 SURFACE PREPARATION

A. General:

1. Dislodge dirt, rust, plaster nibs, mortar spatter and other dry material by scraping or brushing. Remove dust and loose material by brushing, sweeping, vacuuming or blowing with high-pressure air.
2. Remove oil, wax and grease by scraping off heavy deposits and cleaning with mineral spirits or a hot trisodium phosphate solution followed by a water rinse.
3. Verify that surfaces to be coated are dry, clean and free of dust, dirt, oil, wax grease or other contaminants.

B. Ferrous Metal:

1. Enclosed: Remove loose rust, mill scale and other foreign matter by hand (SSPC-SP2) or power tool (SSPC-SP3) cleaning and apply specified coating before rusting occurs.
2. Non-Submerged, Architecturally Exposed: Society of Protective Coatings, SSPC-SP6 Commercial Blast.

### 3.3 APPLICATION

- A. General: Apply special coatings by brush, roller, spray, squeegee, or other applicators in accordance with the manufacturer's directions. Brushes best suited for the type of material being applied. Use rollers of carpet, velvet back, or high-pile sheep's wool as recommended by the manufacturer for the material and texture required.

1. Coating colors, surfaces treatments and finishes are indicated in the "Schedules" of the contract documents.
  2. Provide finish coats that are compatible with the primers used.
  3. The number of coats and coating film thickness required is the same regardless of the application method. Do not apply succeeding coats until the previous coat has cured as recommended by the coating manufacturer. Sand between coating applications where sanding is required to produce an even smooth surface in accordance with the coating manufacturer's directions.
  4. Coat surfaces behind movable equipment and furniture the same as similar exposed surfaces.
  5. Coat the back sides of access panels, removable or hinged covers, and similar hinged items, to match exposed surfaces.
- B. Minimum Coating Thickness: Apply each material at not thinner than the manufacturer's recommended spreading rate. Provide a total dry film thickness of the entire coating system as recommended by the manufacturer.
- C. Prime Coats: Before the application of finish coats, apply a prime coat, as recommended by the coating manufacturer, to material that is required to be painted or finished, and which has not been prime coated by others.
1. Recoat primed and sealed substrates where there is evidence of suction spots or unsealed areas in the first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.
- D. Brush Application: Brush-out and work brush coats into surfaces in an even film. Eliminate cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Neatly draw glass lines and color breaks.
1. Apply primers and first coats by brush unless the manufacturer's instructions permit use of mechanical applicators.
- E. Mechanical Applications: Use mechanical methods for coating application when permitted by the coating manufacturer's recommendations, governing ordinances, and trade union regulations.
1. Wherever spray application is used, apply each coat to provide the equivalent hiding of brush-applied coats. Do not double-back with spray equipment building-up film thickness of 2 coats in one pass, unless recommended by the coating manufacturer.
- F. Completed Work: Match approved samples for color, texture and coverage. Remove, refinish or recoat work not in compliance with specified requirements.
- G. Spray application will not be permitted for the Primary Clarifier Painting bid item.

### 3.4 INSPECTION

- A. Request acceptance of each coat before applying succeeding coats.

- B. The Contractor shall furnish the Engineer a suitable thickness detector of a type recommended by the paint manufacturer.
- C. Any field painting found to be defective shall be removed and the surfaces repainted as the Engineer may direct at no additional cost to the Owner.
- D. Before final approval of the work, all damaged surfaces of paint (field or factory applied) shall be cleaned and repainted or touched up as directed.

### 3.5 FIELD QUALITY CONTROL

- A. The Owner reserves the right to invoke the following material testing procedure at any time, and at any number of times during the period when coating operations are being conducted.
  - 1. The Owner will engage the services of an independent testing laboratory to sample the coating being used. Samples of material delivered to project site will be taken, identified and sealed, and certified in the presence of the Contractor.
  - 2. The testing laboratory will perform appropriate tests for any or all of the following characteristics as required by the Owner:
    - a. Quantitative materials analysis.
    - b. Absorption.
    - c. Accelerated weathering.

### 3.6 CLEANING

- A. Clean-Up: At the end of each work day during progress of work, remove rubbish, empty cans, rags and other discarded materials from the site.
  - 1. Upon completion of the work, clean window glass and other spattered surfaces. Remove spattered coatings by washing, scraping or other proper methods, using care not to scratch or otherwise damage adjacent finished surfaces.

### 3.7 PROTECTION

- A. Protect work of other trades, whether to be coated or not, against damage from coating operations. Correct damage by cleaning, repairing or replacing, and recoating as acceptable to the Engineer. Leave the work in an undamaged condition.
- B. Provide "Wet Paint" signs as required to protect newly-coated finishes. Remove temporary protective wrappings provided by others for protection of their work, after completion of coating operations.
  - 1. At completion of the work of other trades, touch-up and restore damaged or defaced coated surfaces.

END OF SECTION

## SECTION 330519 - DUCTILE IRON PIPE

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

#### 1.2 DESCRIPTION OF WORK

- A. The Contractor shall furnish all the materials for and shall properly place at the locations shown on the drawings or as directed, all ductile iron pipe of the sizes specified, shown or required for the proper completion of the work included under this contract.

#### 1.3 QUALITY ASSURANCE

- A. In addition to requirements of these specifications, comply with manufacturer's instructions and recommendations for work.

#### 1.4 SUBMITTALS

- A. Product Data: Submit manufacturer's technical data and application instructions.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. All ductile iron pipe shall conform to AWWA C151 with the ends being designed for one of the type joints as specified herein.
- B. To assure that the iron is suitable for satisfactory drilling and cutting, the chemical constituents shall meet the physical property recommendations of ASTM A 536.
- C. The minimum wall thickness of the pipe barrel shall be that indicated in ANSI A21.50 (AWWA C150). ANSI A21.50 (AWWA C150) CLASS 53 shall be the minimum thickness class for ductile iron pipe furnished under this specification unless otherwise shown on the drawings.
- D. All standard and special ductile iron castings shall conform to the latest applicable AWWA and/or ANSI specifications for pressure fittings with end conditions as specified herein. AWWA C110 (ANSI A21.10) shall be applicable for all ductile iron fittings.

#### 2.2 COATING AND LINING

- A. The outside surface of all ductile iron pipe shall be coated as required by Specification 099700 – Special Coatings.

- B. The interior of the pipe shall be lined with cement mortar and seal coated in complete conformance with ANSI A21.4 (AWWA C104).

## 2.3 JOINTS

- A. Flanged Joints shall conform to AWWA C110 or ANSI A21.10. Flanged joints shall not be installed underground except within structures as indicated on plans or directed by the Engineer.
- B. Appurtenances used to make flanged joints shall include: one-eighth (1/8) inch thick rubber gaskets, bolts having American Standard Heavy Unfinished Hexagonal Head and Nut dimensions in conformance with ANSI B18.1, and material for bolts and nuts shall conform to ASTM A 575 or A 576.

## 2.4 PRESSURE SENSOR RING

- A. Pressure Sensors are to be of the wafer type, designed to fit between standard ANSI B16.1 Class 125/ANSI B16.5 Class 150 pipeline flanges. Face-to-face of the entire sensor shall be no longer than specifications MSS-SP67.
- B. Sensor shall be flow through design with flexible elastomer sensing ring around the full circumference. The elastomer sensing ring shall be rigidly clamped between metal end cover flanges, and no part of the elastomeric sensing ring shall be exposed to the external face of the sensor. There shall be no dead ends or crevices, and flow passage shall make the sensor self-cleaning.
- C. The pressure-sensing ring shall measure pressure for 360° around the full inside circumference of the pipeline. Flexible sensing ring shall have a cavity behind the ring filled with fluid to transfer pressure to the gauge.
- D. Sensor shall be manufactured in the USA.
- E. Function:
  - 1. Line pressure pushes against an elastomer ring inside the sensor. The deflection of the ring displaces a fluid fill inside the body of the sensor, forcing the fluid into a pressure-measuring device.
- F. Manufacturer:
  - 1. Red Valve Co., Series 48
  - 2. Or approved equal.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. All trenches, when pipe laying is in progress, shall be kept dry and all pipes and specials shall be laid accurately to the required lines and grades and shall be uniformly supported

along their entire lengths. The bottom of the excavation shall be properly trimmed, with holes at each joint to receive the bell and to permit the properly cementing the joints.

- B. Pipe shall be fully entered and shall abut against adjacent pipe and in such a manner that there will be no unevenness along the inverts.
- C. When pipes enter or pass through concrete walls, manholes, sewers or other structures, holes shall be provided and the pipes properly cemented in place so as to form a watertight joint.

END OF SECTION 330519

## SECTION 331216.02 - PROCESS VALVES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Extent of each type of size of valve required is indicated on drawings and/or schedule.
- B. All valves used for a particular service are to be of the same manufacturer, make and style for each valve type.
- C. Each valve unit shall be of the proper size and type to suit the intended service with appropriate; body style, operator, joint accessories, coatings, guides, supports, pertinent accessories to be complete, in placed, tested and ready for service in conformance with project conditions.

#### 1.3 SUBMITTALS

- A. General: Submit the following in accordance with conditions of Contract and Division 1 Specification Sections.
- B. Product Data: Provide manufacturer's illustrated catalog data depicting general construction, materials list, coatings and necessary appurtenances in sufficient detail to verify product compliance.
- C. Shop Drawings: Provide manufacturer's drawings showing; principal dimensions, operator detail and arrangements, project schedule tag reference or location of intended usage as required to suit project conditions.

#### 1.4 QUALITY ASSURANCE

- A. Each valve shall be subjected to operation and hydrostatic tests at the manufacturer's plant as specified within applicable AWWA Standards.
- B. All coated surfaces shall receive manufacturer's production and holiday testing as specified in applicable AWWA Standards.

#### 1.5 DELIVERY, STORAGE AND HANDLING

- A. Preparation for Transport: Prepare valves for shipping as follows:
  - 1. Ensure valves are dry and internally protected against rust and corrosion.

2. Protect valve ends against damage and entry of dirt, etc. by use of appropriate end protectors.
  3. Set valves in best position for handling. Set gate valves closed to prevent rattling; set ball and plug valves open to minimize exposure of functional surfaces; set butterfly valves closed or slightly open; and block swing check valves in either closed or open position.
- B. Storage: Use the following precautions during storage:
1. Do not remove valve end protectors unless necessary for inspection; then reinstall for storage.
  2. Protect valves from weather. Store valves indoors. Maintain valve temperature higher than the ambient dew point temperature. If outdoor storage is necessary, support valves off the ground or pavement in watertight enclosures.
- C. Handling: Use a sling to handle valve whose size requires handling by crane or lift. Rig valves to avoid damage to exposed or internal valve parts. Do not use handwheels and stems as lifting or rigging points.

## PART 2 - PRODUCTS

### 2.1 GENERAL

- A. Valves bodies shall be of either gray or ductile cast iron and shall have the name, monogram, or initials of the manufacturer cast thereon.
- B. Valves shall have nonrising stems, open by turning left or counter-clockwise and be provided with either a 2-inch square nut for buried valves or handwheel for exposed valves unless otherwise noted. The direction of opening shall be indicated by an arrow cast on the body and/or the actuator.
- C. All body bolts and nuts shall be bronze or stainless steel for buried, submerged or nonprotected applications and cadmium plated for exposed or interior applications that will receive protective finish coatings.

### 2.2 GATE VALVES

- A. The valves, described in this section shall be resilient seated gate valves manufactured to meet or exceed AWWA C509. Valves shall be of compression type seal design, providing bubble tight shut-off with bi-directional seating ability for pressures up to 200 psi.
- B. The valve shall have a smooth, unobstructed waterway free from any sedimentation pockets. Valve shall provide a 100% port of nominal pipe size when fully open.
- C. Body style shall be flange joint type for exposed service or otherwise if indicated on the contract drawings.
- D. Stuffing boxes shall be O-ring seal type with two (2) rings located in steam above thrust collar.

- E. Thrust bearings shall be of the low friction torque reduction type, located both above and below the steam collar.
- F. Valves shall be as manufactured by; American-Darling, Clow, M & H, Mueller, U.S. Pipe or an approved equivalent.

### 2.3 CHECK VALVES

- A. Swing Check: Valves shall be quiet closing and constructed for a minimum of 150 pounds working pressure. They shall be iron body, bronze seats, with outside lever and adjustable weights and have hinge pins of stainless steel or bronze. Valves shall be a product of Dezurik, Valmatic, or an approved equivalent.
- B. Valves shall be in full compliance with the latest revision of AWWA Specification C508.

### 2.4 PLUG VALVES

- A. Plugs shall be solid one piece, Cast Iron ASTM A126 Class B or Ductile Iron ASTM A536 Grade 65-45-12. The plug shall have a cylindrical seating surface eccentrically offset from the center of the shaft. Plug shall not contact the seat until at least 90% closed. Resilient plug facing shall be Chloroprene (CR). Spherical shaped plugs are not acceptable.
- B. Bodies and covers shall be Cast Iron ASTM A126 Class B or ASTM A536 Grade 65-45-12. Ports shall be rectangular and 100% Port. The valve port area shall meet or exceed standard pipe area per ASME/ANSI B36.10M. Round ports are not acceptable. Bearings shall be sleeve type and made of sintered, oil impregnated permanently lubricated type 316 stainless steel for sizes 4-18".
- C. Seats shall be 1/8" thick welded overlay of not less than 95% pure nickel. Seat shall be at least 1/2" wide, 1/8" thick through entire width and raised. The raised surface shall be completely covered with nickel to ensure that the resilient plug face contacts only the nickel seat.
- D. Adjustable packing shall be Acrylonitrile-Butadiene (NBR) multiple V-ring type, with a packing gland follower. Packing gland shall permit inspection, adjustment or complete replacement of packing without disturbing any part of the valve or actuator assembly, except the gland follower. Non-adjustable packing or packing requiring actuator removal to replace the packing, is not acceptable.
- E. Pressure ratings shall be 175 psi on valve sizes through 12". Every valve shall be given a certified hydrostatic shell test and seat test, with test reports being available upon request.
- F. All valves larger than 6" shall be installed with worm gear actuators. All gearing shall be enclosed in a cast iron housing, with outboard seals to protect the bearings and other internal components. The actuator shaft and gear quadrant shall be supported on permanently lubricated bronze bearings.
- G. End connections shall meet or exceed the latest revisions of AWWA C517 and other applicable standards. End Connections shall be Flanged drilled per ASME B16.1.

- H. Valves shall be as manufactured by; DeZurik, Valmatic, or an approved equivalent.

## 2.5 OPERATORS

- A. All valves 6 inches and larger, and all buried, submerged, or chain operated valves shall be gear operated. Gears for valve operation shall be sized for the working pressure and installed in such a manner that the stuffing box will be accessible for packing.
- B. Manual Operation
  - 1. Valves shall be equipped with nut, handwheel, crank, chain, gears, floor stand, and other appurtenances as required for manual operation as specified or scheduled.
  - 2. Operation shall be designed so that the effort required to operate the handwheel, lever, or chain shall not exceed 25 lbs. applied at the extremity of the wheel or lever.
  - 3. Handwheels on valves 4 in. and larger shall not be less than 12 in. in diameter.
  - 4. Chainwheels shall be provided when installed centerline of valve is over 5 ft.-6 in. above the floor. Chains shall be cadmium plated and loop 3 ft.-6 in. from the floor. Orient chainwheel and provide intermediate pulley mounting, if necessary, to permit unobstructed chain operation.

## 2.6 PROTECTIVE COATINGS

- A. All iron parts of valve assemblies shall be painted before leaving the shop.
- B. All exterior and internal waterway ferrous surfaces of each valve, except finished or bearing surfaces shall be shop painted with a liquid or powder epoxy coating of approximately 10 mils dry film thickness conforming to AWWA C-550.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Valves shall be carefully handled and placed so as not to permit any damage to the interior coatings, disc or seat. Internal type lifting devices shall not be permitted. Do not use handwheels or stems as lifting or rigging points.
- B. All valves shall be carefully installed in their respective positions free from distortion and stress. Connecting joints shall conform to applicable requirements of the specifications.
- C. Stem guides shall be accurately aligned.

### 3.2 TESTING

- A. All valves shall be tested in place by the Contractor as far as practicable under conditions for the pipelines in which they are placed, and defects revealed in valves or connections under test shall be corrected at the expense of the Contractor to the satisfaction of the Engineer.

### 3.3 OPERATION AND MAINTENANCE MANUALS

- A. Prior to or with the delivery of equipment, the manufacturer shall provide copies of an operation and maintenance manual including storage, installation, start-up, operating and maintaining instructions, and a complete parts and recommended spare parts list. The O & M Manuals shall be in compliance with the General Requirements of these specifications.

END OF SECTION 331216.02

## SECTION 400523 - STAINLESS STEEL PROCESS PIPE AND TUBING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Stainless-steel tube and fittings.
  - 2. Accessories.

#### 1.2 SUBMITTALS

- A. Product Data:
  - 1. Stainless-steel pipe and fittings.
  - 2. Stainless-steel tube and fittings.
  - 3. Accessories.
- B. Shop Drawings: Indicate layout of piping systems, including equipment, critical dimensions, sizes, and materials lists.
- C. Welders Certificates: Submit welders' certification of compliance AWS D1.1/D1.1M, verifying qualification within previous 12 months.
- D. Source Quality-Control Submittals: Indicate results of factory tests and inspections.

#### 1.3 QUALITY ASSURANCE

- A. Permanently mark each length of pipe with manufacturer's name or trademark, and compliance with standards.

#### 1.4 DELIVERY, STORAGE, AND HANDLING

- A. Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.
- B. Store materials according to manufacturer instructions.
- C. Protection:
  - 1. Protect materials from moisture and dust by storing in clean, dry location remote from construction operations areas.
  - 2. Protect piping and appurtenances by storing off ground.
  - 3. Provide additional protection according to manufacturer instructions.

## PART 2 - PRODUCTS

### 2.1 STAINLESS-STEEL TUBE AND FITTINGS

- A. Tube Type: Welded.
  - 1. Comply with ASTM A312.
  - 2. Grade: Type 304.
- B. Fittings:
  - 1. Threaded:
    - a. Comply with ASTM A182/A182M and ASME B16.11.
    - b. Grade: Type 304.
    - c. Threads: Comply with ASME B1.20.1.

### 2.2 BALL VALVE

- A. Comply with ANSI/ASME B1.20.1.
- B. Description:
  - 1. Body: 316 Stainless steel
  - 2. Seat: PTFE
  - 3. Ball: 304 Stainless steel
  - 4. Port: Standard Port
  - 5. Connection: Threaded
  - 6. Pressure: 200 psi
  - 7. Handle Type: Lever

### 2.3 ACCESSORIES

- A. Pipe-Thread Tape:
  - 1. Material: PTFE.
  - 2. Comply with ASTM D3308.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that field dimensions are as indicated on Shop Drawings.
- B. Inspect existing flanges for nonstandard bolt hole configurations or design, and verify that new pipe and flange mate properly.

### 3.2 PREPARATION

- A. Ream tube ends and remove burrs.
- B. Thoroughly clean pipe and fittings before installation.

### 3.3 INSTALLATION OF STAINLESS STEEL PROCESS PIPE AND TUBING

- A. Comply with ASME B31.3.
- B. Run piping straight along alignment as indicated on Shop Drawings, with minimum number of joints.
- C. Fittings:
  - 1. Clean gasket seats thoroughly, and wipe gaskets clean prior to installation.
  - 2. Install according to manufacturer instructions.
- D. Provide required upstream and downstream clearances from devices as indicated on Shop Drawings.
- E. Install piping with sufficient slopes for venting or drainage of liquids and condensate to low points.
- F. Provide expansion joints to compensate for pipe expansion due to temperature differences.
- G. Dielectric Fittings: Provide between dissimilar metals.
- H. Field Cuts: According to pipe manufacturer instructions.
- I. Field welding of stainless steel is not permitted.

### 3.4 FIELD QUALITY CONTROL

- A. Inspection:
  - 1. Inspect for damage to piping or tubing that may be detrimental as determined by the Architect/Engineer.
  - 2. Repair damaged piping, or provide new, undamaged pipe.
  - 3. After installation, inspect for required supports and anchoring, interferences, and damage to pipe, tube, or fittings.
- B. Pressure Testing: As indicated in Section 013319 – Field Test Reporting for pressure pipe.

### 3.5 CLEANING

- A. Keep pipe interior clean as installation progresses.
- B. After installation, clean pipe interior of soil, grit, and other debris.

END OF SECTION 400523

## SECTION 432357 - PROGRESSING CAVITY PUMPS

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section includes progressing cavity pumps and accessories.
- B. All progressive cavity pumps shall be from the same manufacturer.

#### 1.2 REFERENCE STANDARDS

- A. American Bearing Manufacturers Association:
  - 1. ABMA 9 - Load Ratings and Fatigue Life for Ball Bearings.
  - 2. ABMA 11 - Load Ratings and Fatigue Life for Roller Bearings.
- B. American Gear Manufacturers Association:
  - 1. AGMA 6001 - Design and Selection of Components for Enclosed Gear Drives.
  - 2. AGMA 6013 - Standard for Industrial Enclosed Gear Drives.
  - 3. AGMA 6113 - Standard for Industrial Enclosed Gear Drives (Metric Edition).
- C. ASME International:
  - 1. ASME B16.1 - Gray Iron Pipe Flanges and Flanged Fittings.

#### 1.3 SUBMITTALS

- A. Section 013323 – Shop Drawings, Product Data And Samples: Requirements for submittals.
- B. Product Data:
  - 1. Submit manufacturer information regarding construction and fabrication materials, wiring diagrams, performance charts, and other details.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- D. Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections.
- E. Manufacturer Reports: Certify that pumps have been installed according to manufacturer instructions.

F. Qualifications Statement:

1. Submit qualifications for manufacturer.

1.4 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum five years' experience.

1.5 WARRANTY

- A. Furnish one-year manufacturer's warranty for progressing cavity pumps.

PART 2 - PRODUCTS

2.1 PROGRESSING CAVITY PUMPS

A. Manufacturers:

1. Moyno 2000 Series Model 1GO65G1CDL3ASK

- B. Description: Progressing cavity pump with single-helical rotor operating within double-helical stator.

C. Performance and Design Criteria:

1. Flow Rate: 80 gpm.
2. Operating Pressure: 35 ft.
3. 10 hp, 230-460V
4. Quantity: 3 pumps

D. Description:

1. Rotor: Tungsten.
2. Stator: Buna-N rubber bonded to carbon-steel tube.
3. Universal Joints:
  - a. Description: Enclosed, geared, and sealed.
  - b. Lubrication: Grease or oil.
4. Drive Shafts:
  - a. Material: High-alloy, steel, chrome plated.
  - b. Design: Hollow.
  - c. Sleeves:

- 1) Type: Removable.
  - 2) Material: Type 316 stainless steel.
5. Internal Parts: Stainless Steel.
- E. Housings:
1. Heavy-duty cast iron with lifting lugs.
  2. Furnish inspection covers and oil fill and drain connections with plugs.
  3. End Connections: Flanged, ASME B16.1, Class 125.
- F. Seals:
1. Type: Stuffing box.
  2. Design: Split.
  3. Lantern Ring: Teflon.
- G. Operation:
1. Gear motor shall be TEFC.
  2. Contractor shall reconnect to existing VFD drives.
- H. Accessories:
1. Fasteners: Type 316 stainless steel.
  2. Pedestal Supports: Saddle type, allowing suction housing to rotate 360 degrees.
  3. Base: Factory-mount pumping assembly on steel base.
  4. Handhole: Furnish side plates on each side of pump suction housing for inspection and servicing.
  5. Drain Connection: Furnish drain connection at a low point in pump suction housing.
  6. Seal water tap shall be ½" diameter.

## PART 3 - EXECUTION

### 3.1 INSTALLATION

- A. Installation shall be performed per manufacturer's recommendations.
- B. Neatly seal water-supply pipe and drainage piping from the water system to the floor drains.

### 3.2 FIELD QUALITY CONTROL

- A. Section 017000 - Execution and Closeout Requirements: Requirements for testing, adjusting, and balancing.

- B. Manufacturer Services: Furnish services of manufacturer's representative experienced in installation of products furnished under this Section for not less than 0.5 days, per pump on Site for installation, inspection, startup, field testing, and instructing Owner's personnel in maintenance of equipment.
  
- C. Equipment Acceptance:
  - 1. Adjust, repair, modify, or replace components failing to perform as specified and rerun tests.
  - 2. Make final adjustments to equipment under direction of manufacturer's representative.
  
- D. Furnish installation certificate from equipment manufacturer's representative attesting that equipment has been properly installed and is ready for startup and testing.

END OF SECTION 432357

## SECTION 462433 - SEWAGE GRINDER

### PART 1 - GENERAL

#### A. DESCRIPTION

1. This section of the specification describes the sewage grinder(s) and the associated motor controller(s) to be installed as shown on the plans or as recommended by the manufacturer and in compliance with all OSHA, local, state, and federal codes and regulations.
2. Each unit shall include at minimum a grinder, reducer, motor, and control panel.
3. All sewage grinders provided shall be from the same manufacturer.

#### 1.2 QUALITY ASSURANCE

##### A. Grinder(s) and motor controller(s) shall meet the requirements of the following industry standards:

1. ISO9001 Certified Quality Management Systems
2. AISI A48-40B: Standard specification of gray iron castings
3. AISI 4140 Heat Treated Hexagon Steel
4. ASTM A536:60-40-18 Ductile Iron Castings
5. National Electrical Manufacturer's Association (NEMA) standards
6. National Electric Code (NEC)
7. Underwriters Laboratory (UL/cUL)

#### 1.3 QUALITY ASSURANCE

##### A. In addition to requirements of these specification, comply with manufacturer's instructions and recommendations for work.

#### 1.4 SUBMITTALS

##### A. Product Data: Submit manufacturer's technical data and application instructions.

#### 1.5 WARRANTY

##### A. Furnish one-year manufacturer's warranty for progressing cavity pumps.

### PART 2 - PRODUCTS

#### 2.1 EQUIPMENT

##### A. Manufacturer

1. Moyno TR Muncher Model CT203QEW9B2

B. Identification

1. Each unit of equipment shall be identified with a corrosion resistant nameplate, securely affixed in a conspicuous place. Nameplate information shall include equipment model number, serial number, manufacturer's name and address.

C. Inline Grinders

1. General

- a. Number of inline grinders shall be 2.
- b. The inline grinders shall be cantilevered two-shaft design and be capable of continuous operation, processing wet or dry. Single shaft devices utilizing a single rotating cutter bar with stationary cutters or non-cantilevered grinders will not be acceptable.
- c. Two-shaft design shall consist of two parallel shafts alternatively stacked with intermeshing cutters and spacers positioned on the shaft to form an offset or helical pattern. The two shafts shall counter-rotate with the driven shaft operating at approximately two-thirds (2/3) the speed of the drive shaft.
- d. The entire machine assembly shall be finished with three coats of chlorinated rubber based surface coating to provide long term effective surface protection from the environment.

2. Components

a. Grinder

- 1) Each grinder shall include main body, bearing housing, covers, shafts, reducer, motor, cutters, spacers, bearings, and seals.
- 2) Grinder main body shall be a one-piece flanged body capable of remaining inline if removal of the cutter cartridge and drive assembly is required. Grinders that require complete removal from the pipeline including flanged inlets/outlets are not acceptable.
- 3) The main body shall be concave to follow the radial arc of the cutters. The clearance between the concave arc of the main body and the major diameter of the cutter shall no exceed 5/16 inch.
- 4) The grinder main body shall be cast of ASTM A536:60-40-18 ductile iron
- 5) Top cover shall be cast iron ASTM A48:40B.
- 6) Grinder drive and driven shafts shall be made of AISI 4140 Heat Treated Hexagon Steel with a minimum tensile strength rating of not less than 149,000 PSI. Each shaft diameter shall be a minimum of 2-1/2 inches.
- 7) The shafts shall be set back at an angle of not less than 25° from the vertical, inclined toward the flow and mounted above a trash trap integral with the main body casting. Trash trap is offered to catch any rejected material. The trash trap is to have two clean out/flushing ports.

b. Reducer

- 1) The gear reducer shall be an oil filled helical type reducer with "Heavy Shock" load classification. The reduction ratio shall be of approximately 29:1. The reducer shall be shaft mounted to the high-speed shaft of the grinder and flanged to the bearing housing. Reducers requiring separate two or three piece couplings for connection to grinder will not be acceptable.

c. Motor

1) For TEFC applications:

- a) The motor shall be TEFC design, 3 HP, 4-pole, 230/460 volt, 60 Hz., 3-phase. Motor service factor shall be 1.15, the efficiency factor not less than 81% at full load and the power factor not less than 68% at full load.

2) Required running torque per horsepower:

- a) Continuously: 1000 in-lbs. minimum
- b) At momentary peak loads: 3300 in-lbs. minimum

3) Cutters and Spacers

- a) The inside configuration of both cutters and spacers shall be hexagonal so as to fit the shafts with a total clearance not to exceed 0.010 inch across at least two pairs of flats to assure positive drive and increase the compressive strength of the spacers.
- b) Cutters and Spacers shall be AISI 4140 Heat Treated Alloy Steel, surface ground for uniformity and through-hardened to a minimum of HRC 46-50. Cutters shall be no less than 5.9 inches in diameter.
- c) Standard Cutters shall be designed to have 9 teeth on each cutter. The cutters shall be of the ETOS design.
- d) Cutter stack clamping screws shall have opposite handed threads on each shaft to prevent loosening during normal operation. Designs requiring manual attention to external shaft tightening devices shall not be acceptable.
- e) The driven cutter shall exert a minimum force of 335 lbs. per HP continuously and 1,118 lbs. per HP at momentary load peaks at the tooth tip.

4) Bearings and Seals

- a) The cutter shaft's radial and axial loads shall be borne by four sealed oversized Conrad type ball bearings located in the top bearing housing.
- b) The bearings shall be protected by a combination of a tortuous path device and end face mechanical seals. Face materials to be Tungsten Carbide to give the best life. Mechanical seals are to not require external flushing or lubrication of any type.
- c) The mechanical seals shall be rated at 90 PSI continuous duty.
- d) The bearings and seals shall be housed in a replacement cartridge that supports and aligns the bearings and seals, as well as protects the shafts and end housings.
- e) O-Rings shall be made of fluoroelastomer.
- f) Units having bottom bearings or seals will not be acceptable.

3. Control Panels

- a. Each grinder shall be supplied standard with a PLC mounted in a NEMA 4X FRP or 316 SS enclosure designed to provide all the necessary control functions. The panel shall include forward and reverse contactors, fuses, thermal overloads, and a factory pre-programmed control unit. Field modification to the control unit is not necessary.

- b. The programmed control unit shall measure motor power. In the event of an overload, the controller shall cause the Muncher to reverse to attempt to clear the blockage. If the unit reverses 3 times within a 30-second period, the control unit will trip and indicate an alarm condition.
- c. General

- 1) Control panel shall be Moyno standard.
- 2) The control panel shall be equipped with a HAND-OFF-AUTO three-position selector switch. In OFF the grinder shall not run. In HAND the grinder shall run whenever manually started. In AUTO the grinder shall start and stop by controls from a remote location through dry contacts.
- 3) When a grinder jam occurs in either HAND or AUTO mode the controller shall stop the grinder, then reverse its rotation to clear the obstruction. If the jam is cleared, the controller shall return to normal operation. If the jam condition still exists, the controller shall go through two additional reversing cycles within 30 seconds (3 times total) before signaling a grinder overload condition. When a grinder overload condition occurs, the controller shall shut the grinder off and activate a relay and fail indication.
- 4) If the grinder is stopped due to a fail condition and a power failure occurs, the fail indicator shall reactivate when power is restored.
- 5) Controller reset shall be from local panel controls.
- 6) The control panel shall have indicator lights for POWER ON, RUN, and FAIL conditions.
- 7) The control panel shall provide over current protection for the motor through an overload relay mounted directly off the started contactor.
- 8) The control panel shall be rated for 3 HP, 460 volts, 3 phase, 60 Hz.

#### 4. Components

##### a. Enclosure

- 1) Enclosure shall be NEMA 4X, fabricated of fiberglass reinforced polyester resins or 316 SS and shall be suitable for wall mounting. Doors shall have hinges and corrosion resistant latches. NEMA 7 panels shall be constructed of heavy duty cast aluminum.
- 2) Enclosure shall house the control devices, relays, terminal blocks, and reversing motor starter.

##### b. Control Devices

- 1) Pilot devices shall be mounted on the enclosure front panel.
- 2) Indicators shall be integral transformer type with low voltage LED lamps. Lamps and the selector switch shall be heavy duty NEMA 4X type.
- 3) Two normally open status contacts shall be provided. One for a RUN signal and one for a FAIL signal. The contacts shall be rated at 2-Amp, 120-VAC resistive load.

##### c. Motor Starter

- 1) Starter shall be full voltage reversing type with 120-volt operating coils.
- 2) Forward and reverse contactors on the starter shall have both mechanical and electrical interlocks.
- 3) The overload relay shall be adjustable so that the range selected includes the FLA (full load amperage) rating and service factor.

## PART 3 - EXECUTION

### 3.1 TESTING

- A. After completion of the installation, the equipment shall be tested by the Contractor in the presence of the Engineer under actual operating conditions. The test shall be conducted under the supervision of the manufacturer's technical representative.

### 3.2 MANUFACTURER'S SERVICES

- A. The equipment manufacturer shall provide a minimum one (1) day service for technical representative to inspect the equipment after installation, supervise initial operation and testing, and instruct Owner's personnel in its use.

### 3.3 PAINTING

- A. All rust, scale, dirt or other foreign matter will be removed by solvent cleaning, wire brushing, short blasting or other standard commercial cleaning procedure. Machines shall then be primed and finish coated in accordance with manufacturer's standard commercial finish.

### 3.4 LUBRICATION

- A. The equipment shall be lubricated by the Contractor when erected and he shall furnish the necessary oil and grease for one (1) year of operation. The grades of oil and grease shall be in accordance with the recommendations of the manufacturer.

### 3.5 OPERATION AND MAINTENANCE MANUALS

- A. Prior to or with the delivery of equipment, the manufacturer shall provide copies of an operation and maintenance manual including storage, installation, start-up, operating and maintenance instructions, and a complete parts list and recommended spare parts list. The Operation and Maintenance Manuals shall be in compliance with the General Requirements.

END OF SECTION 462433

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***SECTION 6***  
***SPECIFIC PROJECT REQUIREMENTS***

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## SPECIFIC PROJECT REQUIREMENTS

### 1 - CONTACT DURING BIDDING

- 1.1 All questions during bidding should be addressed to Ryan Schuster, PE/PM, at Verdantas, LLC, 3875 Embassy Parkway, Suite 200, Akron, Ohio 44333, at (330)-247-3738.

### 2 - CORRECTION PERIOD

- 2.1 The Correction Period in Section 13.07 of the General Conditions shall be changed from a one (1) year to a two (2) year period.

### 3 - INSURANCE

- 3.1 Section SC-5.04(D) of the Supplementary Conditions shall be deleted and no "all risk builders risk" or "installation floater" insurance need be purchased by the Contractor.
- 3.2 See the following Bid Set Sections for Insurance Requirements:
- A. Section 1, Instructions to Bidders, Part 10 Insurance
  - B. Section 3, General Conditions, Article 5 Bonds and Insurance (EJCDC) or Article 11 Insurance and Bonds (AIA), whichever is used in the Bid Set
  - C. Section 4, Supplemental Conditions

### 4 - WORKING HOURS

- 4.1 No work shall be performed between the hours of 7:30 p.m. and 7:30 a.m. nor on Saturday, Sunday, or legal Holidays, without written permission of the Owner.

### 5 - PROJECT COMPLETION

- 5.1 All work including restoration and clean-up shall be completed no later than the contract completion date. Failure to complete all work within the allotted time will result in assessment of liquidated damages. Upon completion of all work and written notification of same by the Contractor, the Engineer and Owner will compile a punch list. The punch list will be sent to the Contractor. All punch list work shall be completed to the satisfaction of the Engineer and the Owner within 14 days after receipt of the punch list. Failure to complete the punch list work within the allotted time will result in assessment of liquidated damages.

### 6- BUILDING ACCESS

- 6.1 Access to the building for field investigation of existing conditions must be scheduled in advance with the Owner by contacting Mr. Rob Burkhar, Utilities Manager, who can be reached at (330) 848-6746.

END OF SECTION

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***SECTION 7***  
***PREVAILING WAGE RATES***

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## **PREVAILING WAGES**

The Contractor agrees that each individual employed by the Contractor or any Subcontractor and engaged in work on the project under this Contract shall be paid the prevailing wage established by the Ohio Department of Commerce Division of Industrial Compliance (<https://com.ohio.gov/divisions-and-programs/industrial-compliance/wage-and-hour/guides-and-resources/view-prevailing-wage-rates>). This shall occur regardless of any contractual relationship which may be said to exist between the Contractor or any Subcontractor and such individual.

The Prevailing Wage Determination Schedule for this project is attached. If the Contractor needs a wage determination for any trade not included herein, he shall contact the Owner's Prevailing Wage Coordinator.

### **Prevailing Wage Orientation Meeting**

After award of contract the prime contractor and all approved subcontractors shall participate in a prevailing wage orientation meeting.

### **Prevailing Wage No Work Performed Report**

The Prime Contractor and all Subcontractors shall submit Prevailing Wage Reports weekly from the first week of work until the final week of work. This includes weeks when no work is performed. Contractors shall submit a Prevailing Wage Report or the included Non-Performing Week/No Work Report. All prevailing wage reports submitted must be signed.

## Prevailing Wage Determination Cover Letter

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

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

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

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

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

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

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

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

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

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

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

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

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

## PREVAILING WAGE THRESHOLD LEVELS IMPORTANT NOTICE

Before advertising for bids, contracting, or undertaking construction with its own forces, to construct a public improvement, the Public Authority shall have the Ohio Department of Commerce-Division of Industrial Compliance, Bureau of Wage and Hour Administration determine the prevailing rates of wages for workers employed on the public improvement. The wage determination must be included in the project specifications and printed on the bidding blanks where work is done by contract.

<b>“New” construction threshold for Building Construction:</b>	<b>\$250,000</b>
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<b>“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” threshold level for Building Construction:</b>	<b>\$75,000</b>
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<b>As of January 1, 2026:</b>
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<b>“New” construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction threshold level has been adjusted to:</b>	<b>\$101,201</b>
--	------------------

<b>“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction threshold level has been adjusted to:</b>	<b>\$30,320</b>
--	-----------------

- A) Thresholds are to be adjusted biennially by the Director of the Ohio Department of Commerce.
- B) Biennial adjustments to threshold levels are made according to the Building Cost for Skilled Labor Index published by McGraw-Hill’s Engineering News-Record, but may not increase or decrease more than 3% for any year.

If there are questions concerning this notification, please contact:  
 Bureau of Wage and Hour Administration  
 6606 Tussing Road, PO Box 4009  
 Reynoldsburg, Ohio 43068-9009  
 Phone: 614-644-2239  
 Fax: 614-728-8639  
[www.com.ohio.gov](http://www.com.ohio.gov)

 Help us improve our website! Take a brief [1–2 minute survey](#) to share your experience using the Ohio Department of Commerce website.

# Prevailing Wage Contractor Responsibilities



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

[Collapse All Sections](#)

## General Information



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

painting.

Ohio's prevailing wage laws apply to all public improvements financed in whole or in part by public funds when the total overall project cost is fairly estimated to be more than \$98,974 for new construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction or \$29,653 for reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting of a public improvement that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction.

a. Thresholds are to be adjusted biennially by the Administrator of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration

b. Biennial adjustments to threshold levels are made according to the Price Deflator for Construction Index, United States Department of Commerce, Bureau of the Census\*, but may not increase or decrease more than 3% for any year

## Penalties for violation



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

## Intentional Violations



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

- Intentional failure to submit payroll reports as required, or knowingly submitting false or erroneous reports.
- Intentional misclassification of employees for the purpose of reducing wages.
- Intentional misclassification of employees as independent contractors or as apprentices.
- Intentional failure to pay the prevailing wage.
- Intentional failure to comply with the allowable ratio of apprentices to skilled workers as required by the regulations established by Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration.

- Intentionally employing an officer, of a contractor or subcontractor, that is known to be prohibited from contracting, directly or indirectly, with a public authority.

## Responsibilities



A. Pay the prevailing rate of wages as shown in the wage rate schedules issued by the Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration, for the classification of work being performed.

1. Wage rate schedules include all modifications, corrections, escalations, or reductions to wage rates issued for the project.
2. Overtime must be paid at time and one-half the employee's base hourly rate. Fringe benefits are paid at straight time rate for all hours including overtime.
3. Prevailing wages must be paid in full without any deduction for food, lodging, transportation, use of tools, etc.; unless, the employee has voluntarily consented to these deductions in writing. The public authority and the Director of Ohio Department of Commerce, Division of Industrial Compliance and Labor, Bureau of Wage and Hour Administration - must approve these deductions as fair and reasonable. Consent and approval must be obtained before starting the project.

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

1. Apprentices must be registered with the U.S. Department of Labor Bureau of Apprenticeship and Training.
2. Contractors must provide the Prevailing Wage Coordinator a copy of the Apprenticeship Agreement for each apprentice on the project.

C. Keep full and accurate payroll records available for inspection by any authorized representative of the Ohio Department of Commerce, Division of Industrial Compliance, and Labor, Bureau of Wage and Hour Administration or the contracting public authority, including the Prevailing Wage Coordinator. Records should include but are not limited to:

1. Time cards, time sheets, daily work records, etc.
2. Payroll ledger\journals and canceled checks\check register.
3. Fringe benefit records must include program, address, account number, & canceled checks.

4. Records made in connection with the public improvement must not be removed from the State for one year following the completion of the project.

5. Out-of-State Corporations must submit to the Ohio Secretary of State the full name and address of their Statutory Agent in Ohio.

D. Prevailing Wage Rate Schedule must be posted on the job site where it is accessible to all employees.

E. Prior to submitting the initial payroll report, supply the Prevailing Wage Coordinator with your project dates to schedule reporting of your payrolls.

F. Supply the Prevailing Wage Coordinator a list of all subcontractors including the name, address, and telephone number for each.

1. Contractors are responsible for their subcontractors' compliance with requirements of Chapter 4115 of the Ohio Revised Code.

G. Before employees start work on the project, supply them with written notification of their job classification, prevailing wage rate, fringe benefit amounts, and the name of the Prevailing Wage Coordinator for the project. A copy of the completed signed notification should be submitted to Prevailing Wage Coordinator.

H. Supply all subcontractors with the Prevailing Wage Rates and changes.

I. Submit certified payrolls within two (2) weeks after the initial pay period. Payrolls must include the following information:

1. Employees' names, addresses, and social security numbers.

a. Corporate officers/owners/partners and any salaried personnel who do physical work on the project are considered employees. All rate and reporting requirements are applicable to these individuals.

2. Employees' work classification.

a. Be specific about the laborers and/or operators (Group)

b. For all apprentices, show level/year and percent of journeyman's rate

3. Hours worked on the project for each employee.

a. The number of hours worked in each day and the total number of hours worked each week.

4. Hourly rate for each employee.

a. The minimum rate paid must be the wage rate for the appropriate classification. The Department's Wage Rate Schedule sets this rate.

b. All overtime worked is to be paid at time and one-half for all hours worked more than forty (40) per week.

5. Where fringes are paid into a bona fide plan instead of cash, list each benefit and amount per hour paid to program for each employee.

a. When the amount contributed to the fringe benefit plan and the total number of hours worked by the employee on all projects for the year are documented, the hourly amount is calculated by dividing the total contribution of the employer by the total number of hours worked by the employee.

b. When the amount contributed to the fringe benefit is documented but not the total hours worked, the hourly amount is calculated by dividing the total yearly contribution by 2080.

6. Gross amount earned on all projects during the pay period.

7. Total deductions from employee's wages.

8. Net amount paid.

J. The reports shall be certified by the contractor, subcontractor, or duly appointed agent stating that the payroll is correct and complete; and that the wage rates shown are not less than those required by the O.R.C. 4115.

K. Provide a Final Affidavit to the Prevailing Wage Coordinator upon the completion of the project.

## INSTRUCTIONS FOR PREPARING CERTIFIED PAYROLL REPORTS

### General:

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

**Ohio Department of Commerce  
Division of Industrial Compliance  
Bureau of Wage and Hour Administration  
6606 Tussing Road, P.O. Box 4009  
Reynoldsburg, Ohio 43068-9009  
614-644-2239  
[www.com.ohio.gov](http://www.com.ohio.gov)**

### Certified Payroll Heading:

Employer name and address: Company's full name and address...Indicate if the company is a subcontractor.

Subcontractor: Check and list the name of the General Contractor or Prime.

Project: Name and location of the project, including county.

Contracting Public Authority: Name and address of the contracting public authority... (Owner of the project).

Week Ending: Month, day, and year for last day of reporting period.

Payroll #: Indicates first, second, third, etc. payroll filed by the company for the project.

Page indicator: number of pages included in the report.

Project Number: Determined by the public authority...If there is no number leave blank.

### Payroll Information by column:

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

# Certified Payroll Report

**Report for:** \_\_\_\_\_ Payroll No: \_\_\_\_\_  
 Company:<sup>1)</sup> \_\_\_\_\_ Contract No: \_\_\_\_\_  
 Address: \_\_\_\_\_ If Sub, GC/Prime Contractor Name: \_\_\_\_\_ Project Name & Location: \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_ Public Authority (Owner): \_\_\_\_\_ Week Ending: \_\_\_\_\_  
 Phone No: \_\_\_\_\_ Sheet:<sup>2)</sup> \_\_\_\_\_ of \_\_\_\_\_

1. Employee Name, Address, & SS# (Last 4 digits if permitted)	2. Work Class <sup>3)</sup>	3. Prevailing Wage Project		4. Total Hours	5. Base Rate	6. Project Gross	Fringes:				Weekly Payroll Amount						
		Hours Worked - Day & Date					Cash & Approved Plans	Approved Plans	8. Total Hrs for all Jobs	9. Total Gross on All Jobs	10. Total Deductions	11. Net Pay on All Jobs					
													H&W	Pens	Vac	Hol	Other
	OT																
	ST																
	OT																
	ST																
	OT																
	ST																
	OT																
	ST																

1) By signing below, I certify that: (1) I pay, or supervise the payment of the employees shown above; (2) during the pay period reported on this form, all hours worked on this project have been paid at the appropriate prevailing wage rate for the class of work done; (3) the fringe benefits have been paid as indicated above; (4) no rebates or deductions have been or will be made, directly or indirectly from the total wages earned, other than permissible deductions as defined in ORC Chapter 4115; and (5) apprentices are registered with the U.S. Dept. of Labor, Bureau of Apprenticeship and Training. I understand that the willful falsification of any of the above statements may subject the Contractor or Subcontractor to civil or criminal prosecution.

Type or Print Name and Title \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

<sup>2)</sup> Attach additional sheets as necessary. <sup>3)</sup> Type in continuous line, text will wrap.

# PREVAILING WAGE NOTIFICATION TO EMPLOYEE

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

Certified payroll Report for Non-Performing Week

**Owner:**

**Project:**

**Prime Contractor:**

**Subcontractor (if subcontractor report):**

**For week beginning on:**

**For week ending on:**

**Payroll Number:**

**Project Number:**

CERTIFICATION FOR NON-PERFORMING WEEK

I, \_\_\_\_\_ (*Name of PWC*), the undersigned, am the Prevailing Wage Coordinator with the authority to act for and on behalf of \_\_\_\_\_ (*Company Name*), do hereby certify under penalty of perjury that no work was performed for the week referenced above.

*Signature*

---

Name, Prevailing Wage Coordinator

Select a County:

[DOWNLOAD \(PDF\)](#)

<input type="checkbox"/> Union ↑	Classification	Wage Rate Type	Effective Date	Posted Date	
<input type="checkbox"/> Asbestos Local 207	Asbestos Worker	Commercial	08/06/2025	08/06/2025	<a href="#">View</a>
<input type="checkbox"/> Asbestos Local 84 Heat & Frost Insulators	Asbestos Worker	Commercial	06/04/2025	06/04/2025	<a href="#">View</a>
<input type="checkbox"/> Boilermaker Local 744	Boilermaker	Commercial	06/05/2024	06/05/2024	<a href="#">View</a>
<input type="checkbox"/> Bricklayer Local 23 (Akron)	Bricklayer	Commercial	06/01/2025	05/28/2025	<a href="#">View</a>
<input type="checkbox"/> Bricklayer Local 23 (Cleveland Marble Finisher)	Bricklayer	Commercial	05/01/2024	05/01/2024	<a href="#">View</a>
<input type="checkbox"/> Bricklayer Local 23 (Cleveland Marble Mason)	Bricklayer	Commercial	05/01/2024	05/01/2024	<a href="#">View</a>
<input type="checkbox"/> Bricklayer Local 23 (Cleveland Marble, Terrazzo, & Mosiac)	Bricklayer	Commercial	05/01/2024	05/01/2024	<a href="#">View</a>
<input type="checkbox"/> Bricklayer Local 23 (Cleveland Terrazzo Finisher)	Bricklayer	Commercial	05/01/2024	05/01/2024	<a href="#">View</a>
<input type="checkbox"/> Bricklayer Local 23 (Cleveland Zone 2 Tile Finisher)	Bricklayer	Commercial	05/07/2025	05/07/2025	<a href="#">View</a>
<input type="checkbox"/> Bricklayer Local 23 (Cleveland Zone 2 Tile Layer)	Bricklayer	Commercial	05/07/2025	05/07/2025	<a href="#">View</a>
<input type="checkbox"/> Bricklayer Local 23 Heavy Hwy (A)	Bricklayer	Commercial	03/25/2026	03/25/2026	<a href="#">View</a>
<input type="checkbox"/> Bricklayer Local 23 Heavy Hwy (B)	Bricklayer	Commercial	03/25/2026	03/25/2026	<a href="#">View</a>
<input type="checkbox"/> Carpenter Commercial Zone NEO 1B	Carpenter	Commercial	06/18/2025	06/18/2025	<a href="#">View</a>
<input type="checkbox"/> Carpenter Floorlayer Zone NEO 1B	Carpenter	Commercial	06/18/2025	06/18/2025	<a href="#">View</a>
<input type="checkbox"/> Carpenter Hev Hwy Zone NHH C1-C	Carpenter	Commercial	06/18/2025	06/18/2025	<a href="#">View</a>
<input type="checkbox"/> Carpenter Insulation Zone NEO 1B	Carpenter	Commercial	06/18/2025	06/18/2025	<a href="#">View</a>
<input type="checkbox"/> Carpenter Millwright NE Zone M1-A	Carpenter	Commercial	06/18/2025	06/18/2025	<a href="#">View</a>

Union ↑	Classification	Wage Rate Type	Effective Date	Posted Date	View
<input type="checkbox"/> Carpenter Pile Driver Hev Hwy Zone NHH P2-B	Carpenter	Commercial	06/18/2025	06/18/2025	<a href="#">View</a>
<input type="checkbox"/> Cement Mason & Plasterer Local 109	Cement Mason & Plasterer	Commercial	06/01/2022	06/01/2022	<a href="#">View</a>
<input type="checkbox"/> Cement Mason Local 109 Hev Hwy	Cement Mason	Commercial	05/01/2025	04/30/2025	<a href="#">View</a>
<input type="checkbox"/> Electrical Local 306 Inside	Electrical	Commercial	06/12/2024	06/12/2024	<a href="#">View</a>
<input type="checkbox"/> Electrical Local 306 Inside Lt Commercial Northern	Electrical	Commercial	03/05/2025	03/05/2025	<a href="#">View</a>
<input type="checkbox"/> Electrical Local 306 Lightning Rod	Electrical	Commercial	08/30/2023	08/30/2023	<a href="#">View</a>
<input type="checkbox"/> Electrical Local 306 Voice Data Video	Electrical	Commercial	03/05/2025	03/05/2025	<a href="#">View</a>
<input type="checkbox"/> Electrical Local 71 High Tension Pipe Type Cable	Electrical	Commercial	01/07/2026	01/07/2026	<a href="#">View</a>
<input type="checkbox"/> Electrical Local 71 Outside (North Central Ohio)	Electrical	Commercial	06/04/2025	06/04/2025	<a href="#">View</a>
<input type="checkbox"/> Electrical Local 71 Outside Utility Power	Electrical	Commercial	01/07/2026	01/07/2026	<a href="#">View</a>
<input type="checkbox"/> Electrical Local 71 Underground Residential Distribution	Electrical	Commercial	01/07/2026	01/07/2026	<a href="#">View</a>
<input type="checkbox"/> Electrical Local 71 Voice Data Video Outside	Electrical	Commercial	03/06/2024	03/06/2024	<a href="#">View</a>
<input type="checkbox"/> Elevator Local 45	Elevator	Commercial	03/18/2026	03/18/2026	<a href="#">View</a>
<input type="checkbox"/> Glazier Local 1162	Glazier	Commercial	05/01/2025	04/30/2025	<a href="#">View</a>
<input type="checkbox"/> Ironworker Local 17	Ironworker	Commercial	12/24/2020	12/24/2020	<a href="#">View</a>
<input type="checkbox"/> Labor HevHwy 2	Laborer	Commercial	06/11/2025	06/11/2025	<a href="#">View</a>
<input type="checkbox"/> Labor Local 894 Building	Laborer	Commercial	06/04/2025	06/04/2025	<a href="#">View</a>
<input type="checkbox"/> Operating Engineers - Building Local 18 - Zone I	Operating Engineer	Commercial	05/01/2025	04/30/2025	<a href="#">View</a>
<input type="checkbox"/> Operating Engineers - HevHwy Zone I	Operating Engineer	Commercial	05/01/2025	04/30/2025	<a href="#">View</a>
<input type="checkbox"/> Painter Local 639 Sign and Display	Painter	Commercial	06/18/2025	06/18/2025	<a href="#">View</a>
<input type="checkbox"/> Painter Local 639 Zone 1 Sign	Painter	Commercial	07/30/2025	07/30/2025	<a href="#">View</a>
<input type="checkbox"/> Roofer Local 88	Roofer	Commercial	07/09/2025	07/09/2025	<a href="#">View</a>
<input type="checkbox"/> Sheet Metal Local 33 (Akron)	Sheet Metal Worker	Commercial	08/13/2025	08/13/2025	<a href="#">View</a>
<input type="checkbox"/> Sheet Metal Local 33 Industrial Door	Sheet Metal Worker	Commercial	08/01/2025	07/30/2025	<a href="#">View</a>
<input type="checkbox"/> Sprinkler Fitter Local 669	Sprinkler Fitter	Commercial	08/06/2025	08/06/2025	<a href="#">View</a>
<input type="checkbox"/> Truck Driver Locals 20,40,92,100,175,284,348,377,637,697,908,957 - Bldg & HevHwy Class 1	Truck Driver	Commercial	05/28/2025	05/28/2025	<a href="#">View</a>
<input type="checkbox"/> Truck Driver Locals 20,40,92,100,175,284,348,377,637,697,908,957 - Bldg & HevHwy Class 2	Truck Driver	Commercial	05/28/2025	05/28/2025	<a href="#">View</a>

## Prevailing Wage Rates - Skilled Crafts

### Details

<b>Union</b>	<b>Change#</b>	<b>Craft</b>	<b>Effective Date</b>	<b>Posted Date</b>
Asbestos Local 207	LCN01-2025ib	Asbestos Worker	08/06/2025	08/06/2025

### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Asbestos Abatement	\$32.50	\$10.95	\$7.25	\$0.75	\$3.75	\$0.00	\$0.05	\$0.00	\$0.00	\$55.25	\$71.50
<b>Trainee</b>	<b>Percent</b>	<b>BHR</b>									
Trainee	67.690000	\$22.00	\$10.95	\$1.90	\$0.75	\$1.00	\$0.00	\$0.05	\$0.00	\$36.65	\$47.65

### Special Calculation Note

Other: Drug Testing

### Ratio

3 Journeymen to 1 Trainee

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

Adams, Ashland, Ashtabula\*, Athens, Auglaize, Brown, Butler\*, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Cuyahoga, Darke, Delaware, Erie\*, Fairfield, Fayette, Franklin, Geauga, Greene, Guernsey, Hamilton, Hardin, Harrison, Highland, Hocking, Holmes, Huron, Knox, Lake, Licking, Logan, Lorain, Madison, Mahoning, Marion, Medina, Miami, Montgomery, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Portage, Preble, Richland, Ross, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Vinton, Warren\*, Wayne

### Special Jurisdictional Note

Ashtabula County: (post offices & townships of Ashtabula, Austinburg, Geneva, Harperfield, Jefferson, Plymouth & Saybrook) (townships of Andover, Cherry Valley, Colbrook, Canneaut, Denmark, Dorset, East Orwell, Hartsgrove, Kingville, Lenox, Monroe, Morgan, New Lyme, North Kingsville, Orwell, Pierpoint, Richmond Rock Creek, Rome, Sheffield, Trumbull, Wayne, Williamsfield & Windsor)

Butler County: (townships of Fairfield, Hanover, Liberty, Milford, Morgan, Oxford, Ripley, Ross, St. Clair, Union & Wayne) (Lemon & Madison)

Erie County: (post offices & townships of Berlin, Berlin Heights, Birmingham, Florence, Huron, Milan, Shinrock & Vermillion)

Warren County: (townships of: Deerfield, Hamilton, Harlan, Salem, Union & Washington) (Clear Creek, Franklin, Mossie, Turtle Creek & Wayne)

### Details

An Abatement Journeyman is anyone who has more than 600 hours in the Asbestos Abatement field.

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

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

## Prevailing Wage Rates - Skilled Crafts

### Details

<b>Union</b>	<b>Change#</b>	<b>Craft</b>	<b>Effective Date</b>	<b>Posted Date</b>
Asbestos Local 3 Heat & Frost Insulators	LCN01-2023ib	Asbestos Worker	10/04/2023	10/04/2023

### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Asbestos Insulation Worker	\$41.58	\$15.30	\$10.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$67.38	\$88.17
Fire Stop Specialist	\$41.58	\$15.30	\$10.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$67.38	\$88.17
Fire Stop Technician	\$34.35	\$15.30	\$4.25	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.90	\$71.08
<b>Apprentice</b>	<b>Percent</b>	<b>BHR</b>									
1st year	49.320000	\$20.51	\$15.30	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$36.81	\$47.06
2nd year	63.120000	\$26.25	\$15.30	\$2.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$43.55	\$56.67
3rd year	68.820000	\$28.62	\$15.30	\$3.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.92	\$61.22
4th year	82.600000	\$34.35	\$15.30	\$4.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.65	\$70.82

### Special Calculation Note

There are no special calculations for this classification.

### Ratio

3 Journeymen to 1 Apprentice per shop

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

Ashland, Ashtabula\*, Carroll, Columbiana, Coshocton, Cuyahoga, Erie\*, Geauga, Harrison, Holmes, Huron, Lake, Lorain, Mahoning, Medina, Portage, Richland, Stark, Summit, Trumbull, Tuscarawas, Wayne

### Special Jurisdictional Note

Ashtabula (the townships of Ashtabula, Austinburg, Geneva, Jefferson, Plymouth & Saybrook), The remainder of Ashtabula County will be considered open counties on a 90 day basis automatically renewable unless revoked by the Union upon 15 day written notice by the employers. Erie (to Sandusky limits)

### Details

Mechanics & apprentices engaged in the manufacture, fabrication, assembling, molding, handling, erection, spraying, pouring, mixing, hanging, clean-up, preparation, application, adjusting, alteration, repairing, dismantling, reconditioning, testing & maintenance of Heat & Frost Insulation such as Magnesia, Asbestos, Hair Felt, Wool Felt, Cork, Mineral Wool, Infusorial Earth, Mercerized Silk, Flax, Fiber, Fire Felt, Asbestos Paper, Asbestos Curtain, Asbestos Millboard, Fiberglass, Foam glass, Styrofoam, Polyurethane, fire stopping, smoke stopping, all recyclable material, soundproofing, all penetrations, any flexible or rigid fireproofing, all jacketing systems including metal, lead, and PVC or other material.

## Prevailing Wage Rates - Skilled Crafts

### Details

<b>Union</b>	<b>Change#</b>	<b>Craft</b>	<b>Effective Date</b>	<b>Posted Date</b>
Asbestos Local 84 Heat & Frost Insulators	LCN01-2025ib	Asbestos Worker	06/04/2025	06/04/2025

### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Asbestos Insulation Worker	\$39.02	\$8.65	\$10.00	\$0.46	\$0.00	\$7.24	\$0.00	\$0.00	\$0.00	\$65.37	\$84.88
<b>Apprentice</b>	<b>Percent</b>	<b>BHR</b>									
1st Year	60.000000	\$23.41	\$8.65	\$6.00	\$0.46	\$0.00	\$5.08	\$0.00	\$0.00	\$43.60	\$55.31
2nd Year	65.000000	\$25.36	\$8.65	\$6.50	\$0.46	\$0.00	\$5.35	\$0.00	\$0.00	\$46.32	\$59.00
3rd Year	75.020000	\$29.27	\$8.65	\$7.50	\$0.46	\$0.00	\$5.89	\$0.00	\$0.00	\$51.77	\$66.41
4th Year	85.000000	\$33.17	\$8.65	\$8.50	\$0.46	\$0.00	\$6.43	\$0.00	\$0.00	\$57.21	\$73.79

### Special Calculation Note

Other is Industry and Labor Management Fund

### Ratio

3 Journeymen to 1 Apprentice

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

Ashland, Ashtabula\*, Carroll, Columbiana, Coshocton, Harrison, Holmes, Mahoning, Medina, Portage, Richland, Stark, Summit, Trumbull, Tuscarawas, Wayne

### Special Jurisdictional Note

Ashtabula County: except for the townships of Ashtabula, Austinburg, Geneva, Harpersfield, Jefferson, Plymouth and Saybrook.

### Details

The removal of all insulation materials, whether they contain asbestos or not, from mechanical systems (pipes, boilers, ducts, flues, breaching, etc.) is recognized as being the exclusive work of the Asbestos Workers. On all mechanical systems (pipes, boilers, ducts, flues, breaching, etc.) that are going to be demolished, the removal of all insulating materials whether they contain asbestos or not shall be the exclusive work of the Laborers.

## Prevailing Wage Rates - Skilled Crafts

### Details

<b>Union</b>	<b>Change#</b>	<b>Craft</b>	<b>Effective Date</b>	<b>Posted Date</b>
Boilermaker Local 744	LCN01-2024ib	Boilermaker	06/05/2024	06/05/2024

### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Boilermaker	\$42.70	\$7.07	\$17.74	\$0.78	\$0.00	\$9.56	\$0.34	\$0.00	\$0.00	\$78.19	\$99.54
<b>Apprentice</b>	<b>Percent</b>	<b>BHR</b>									
1st 6 months	70.000000	\$29.89	\$7.07	\$17.74	\$0.78	\$9.56	\$0.34	\$0.00	\$0.00	\$65.38	\$80.33
2nd 6 months	72.500000	\$30.96	\$7.07	\$17.74	\$0.78	\$9.56	\$0.34	\$0.00	\$0.00	\$66.45	\$81.93
3rd 6 months	75.000000	\$32.03	\$7.07	\$17.74	\$0.78	\$9.56	\$0.34	\$0.00	\$0.00	\$67.52	\$83.53
4th 6 months	77.500000	\$33.09	\$7.07	\$17.74	\$0.78	\$9.56	\$0.34	\$0.00	\$0.00	\$68.58	\$85.13
5th 6 months	80.000000	\$34.16	\$7.07	\$17.74	\$0.78	\$9.56	\$0.34	\$0.00	\$0.00	\$69.65	\$86.73
6th 6 months	85.000000	\$36.30	\$7.07	\$17.74	\$0.78	\$9.56	\$0.34	\$0.00	\$0.00	\$71.79	\$89.93
7th 6 months	90.000000	\$38.43	\$7.07	\$17.74	\$0.78	\$9.56	\$0.34	\$0.00	\$0.00	\$73.92	\$93.14
8th 6 months	95.000000	\$40.57	\$7.07	\$17.74	\$0.78	\$9.56	\$0.34	\$0.00	\$0.00	\$76.06	\$96.34

### Special Calculation Note

Other: Training Fund

### Ratio

3 Journeymen to 1 Apprentice

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

Ashtabula, Carroll, Coshocton, Cuyahoga, Geauga, Harrison, Holmes, Lake, Lorain, Mahoning, Medina, Portage, Stark, Summit, Trumbull, Tuscarawas, Wayne

### Special Jurisdictional Note

### Details

## Prevailing Wage Rates - Skilled Crafts

### Details

<b>Union</b>	<b>Change#</b>	<b>Craft</b>	<b>Effective Date</b>	<b>Posted Date</b>
Bricklayer Local 23 (Akron)	LCN01-20251b	Bricklayer	06/01/2025	05/28/2025

### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Bricklayer	\$40.10	\$10.20	\$8.39	\$0.83	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$63.02	\$83.07
Pointer Caulker Cleaner	\$40.10	\$10.20	\$8.39	\$0.83	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$63.02	\$83.07
Swing Scaffold Workers	\$40.60	\$10.20	\$8.39	\$0.83	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$63.52	\$83.82
Sewer Stack	\$40.60	\$10.20	\$8.39	\$0.83	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$63.52	\$83.82
Hot Pay	\$41.10	\$10.20	\$8.39	\$0.83	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$64.02	\$84.57
Stone Mason	\$40.10	\$10.20	\$8.39	\$0.83	\$0.00	\$3.50	\$0.00	\$0.00	\$0.00	\$63.02	\$83.07
<b>Apprentice</b>	<b>Percent</b>	<b>BHR</b>									
1st 6 Months	60.000000	\$24.06	\$10.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.26	\$46.29
2nd 6 Months	65.000000	\$26.07	\$10.20	\$8.39	\$0.83	\$0.00	\$3.50	\$0.00	\$0.00	\$48.99	\$62.02
3rd 6 Months	70.000000	\$28.07	\$10.20	\$8.39	\$0.83	\$0.00	\$3.50	\$0.00	\$0.00	\$50.99	\$65.03
4th 6 Months	75.000000	\$30.08	\$10.20	\$8.39	\$0.83	\$0.00	\$3.50	\$0.00	\$0.00	\$53.00	\$68.03
5th 6 Months	80.000000	\$32.08	\$10.20	\$8.39	\$0.83	\$0.00	\$3.50	\$0.00	\$0.00	\$55.00	\$71.04
6th 6 Months	85.000000	\$34.09	\$10.20	\$8.39	\$0.83	\$0.00	\$3.50	\$0.00	\$0.00	\$57.01	\$74.05
7th 6 Months	90.000000	\$36.09	\$10.20	\$8.39	\$0.83	\$0.00	\$3.50	\$0.00	\$0.00	\$59.01	\$77.06
8th 6 Months	95.000000	\$38.10	\$10.20	\$8.39	\$0.83	\$0.00	\$3.50	\$0.00	\$0.00	\$61.02	\$80.06

### Special Calculation Note

No special calculations for this skilled craft wage rate are required at this time.

### Ratio

1 journeyman to 1 apprentice 2-6 journeyman to 2 apprentice 7-12 journeyman to 3 apprentice 13-18 journeyman to 4 apprentice

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

Portage, Summit

### Special Jurisdictional Note

### Details

## Prevailing Wage Rates - Skilled Crafts

### Details

<b>Union</b>	<b>Change#</b>	<b>Craft</b>	<b>Effective Date</b>	<b>Posted Date</b>
Bricklayer Local 23 (Cleveland Marble Finisher)	LCN01-2024ib	Bricklayer	05/01/2024	05/01/2024

### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Bricklayer Tile Marble Finisher	\$30.52	\$11.40	\$5.15	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.73	\$62.99
<b>Apprentice Tile Marble Finishers</b>	<b>Percent</b>	<b>BHR</b>									
1st 6 months	60.000000	\$18.31	\$11.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29.71	\$38.87
2nd 6 months	70.000000	\$21.36	\$11.40	\$5.15	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$38.57	\$49.26
3rd 6 months	75.000000	\$22.89	\$11.40	\$5.15	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$40.10	\$51.55
4th 6 months	80.000000	\$24.42	\$11.40	\$5.15	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$41.63	\$53.83
5th 6 months	85.000000	\$25.94	\$11.40	\$5.15	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$43.15	\$56.12
6th 6 months	90.000000	\$27.47	\$11.40	\$5.15	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$44.68	\$58.41

### Special Calculation Note

Classification title contains "Bricklayer" because contract originates within the Bricklayer Local. Note that the classification description is clarified after the local union number at the top of the page.

### Ratio

1-2 Journeymen to 1 Apprentice 3- 4 Journeymen to 2 Apprentice 5-6 Journeymen to 3 Apprentice 7-8 Journeymen to 4 Apprentice

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

Ashtabula, Cuyahoga, Geauga, Lake, Lorain, Medina, Portage, Summit

### Special Jurisdictional Note

### Details

Tile Finishers:do all the cleaning, acid washing,grouting,by any methods or means. Also unpacking of all tiles,opening of all mastic containers,mixing of all mortar,thin-set and epoxy materials,also the distribution of it. They shall handle and distribute all materials such as sand,cement,lime,tile,all types of tile panels,prefabricated tile units, plastic materials and protective covering of all tile.Clean up and removal of always used in connection of said work. Terrazzo Finishers:Assisting in grinding, and handling of material whether by hand or wheel barrow, or power buggies, including sand Portland cement, resinous cement and admixtures, aggregates of marble, stone or other compositions, bonding adhesives, sealers, waxes, and coatings used for Terrazzo Mosaic work, preparing, mixing by hand or machine, and distributing (spreading) all kinds of underbed or underlayment necessary and all scratch coat used for terrazzo and mosaic work. Also the rubbing, grinding, cleaning, sealing and polishing same either by hand or machine. will assist in the installation of the sand bed, tar paper, wire lath, divider strips, and rolling procedures and acid etching of all concrete floors that require it before installation. Shall handle all materials and assist in the installation of all types of terrazzo floors whether conventional or thin-set variety. Marble Finishers>Loading and unloading handling and distributing of marble materials including the mixing of all materials used for the installation of marble, such as cement underbeds for the floors, thin-set or epoxies including but not limited to plastic materials. Clean up and removal of all waster material of said work. Cleaning and grouting of all marble and slate, and all polishing of marble and slate floors.

## Prevailing Wage Rates - Skilled Crafts

### Details

<b>Union</b>	<b>Change#</b>	<b>Craft</b>	<b>Effective Date</b>	<b>Posted Date</b>
Bricklayer Local 23 (Cleveland Marble Mason)	LCN01-2024ib	Bricklayer	05/01/2024	05/01/2024

### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Bricklayer Horizontal Marble Mason	\$27.16	\$11.40	\$9.45	\$0.67	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.68	\$62.26
Masonry Maintenance Specialist	\$13.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13.58	\$20.37
<b>Apprentice</b>	<b>Percent</b>	<b>BHR</b>									
1st 6 Months	60.000000	\$16.30	\$11.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$27.70	\$35.84
2nd 6 Months	65.000000	\$17.65	\$11.40	\$1.60	\$0.67	\$0.00	\$0.00	\$0.00	\$0.00	\$31.32	\$40.15
3rd 6 Months	70.000000	\$19.01	\$11.40	\$9.45	\$0.67	\$0.00	\$0.00	\$0.00	\$0.00	\$40.53	\$50.04
4th 6 Months	75.000000	\$20.37	\$11.40	\$9.45	\$0.67	\$0.00	\$0.00	\$0.00	\$0.00	\$41.89	\$52.08
5th 6 Months	80.000000	\$21.73	\$11.40	\$9.45	\$0.67	\$0.00	\$0.00	\$0.00	\$0.00	\$43.25	\$54.11
6th 6 Months	85.020000	\$23.09	\$11.40	\$9.45	\$0.67	\$0.00	\$0.00	\$0.00	\$0.00	\$44.61	\$56.16
<b>MASON TRAINEES</b>											
1st 90 Days	45.000000	\$12.22	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12.22	\$18.33
1st year after 90 Days	45.000000	\$12.22	\$11.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23.62	\$29.73
2nd Year	50.000000	\$13.58	\$11.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$24.98	\$31.77

### Special Calculation Note

No special calculations for this skilled craft wage rate are required at this time. Classification title contains "Bricklayer" because contract originates within the Bricklayer Local.

### Ratio

1-2 Journeyman to 1 Apprentice 3-4 Journeyman to 2 Apprentices 5-6 Journeyman to 2 Apprentices 6-10 Journeyman to 3 Apprentices 1 Apprentice permits 1 Mason Trainee 2 Apprentice permits 1 Mason Trainee 3 Apprentice permits 2 Mason Trainee 4 Apprentice permits 2 Mason Trainee

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

Ashtabula, Cuyahoga, Geauga, Lake, Lorain, Medina, Portage, Summit

### Special Jurisdictional Note

### Details

In the mutual interest of both Employer and Union and to promote the masonry industry, it is agreed that the Employer may work with the Union and the Local Educational Partners in the jurisdiction of this agreement to employ School to work students provided that no conflicts exist with any Federal or State Laws. Employer must be party to a bonified Apprenticeship and Training program registered with the State of Ohio (OSAC). It is further agreed by both parties that the wages for the Masonry Maintenance Specialist shall be forty-five percent (45%) of the journeyman rate with no fringe benefits or as specified by the Local Educational Partner in the jurisdiction of the agreement.

## Prevailing Wage Rates - Skilled Crafts

### Details

<b>Union</b>	<b>Change#</b>	<b>Craft</b>	<b>Effective Date</b>	<b>Posted Date</b>
Bricklayer Local 23 (Cleveland Marble, Terrazzo, & Mosaic)	LCN01-2024ib	Bricklayer	05/01/2024	05/01/2024

### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate	
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)			
Bricklayer Marble, Terrazzo, Mosaic	\$37.96	\$11.40	\$9.45	\$0.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$59.59	\$78.57	
Swing Scaffold Workers	\$38.96	\$11.40	\$9.45	\$0.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$60.59	\$80.07	
Stack	\$38.46	\$11.40	\$9.45	\$0.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$60.09	\$79.32	
Masonry Maintenance	\$17.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17.08	\$25.62	
Apprentice	Percent	BHR										
1st 6 months	60.000000	\$22.78	\$11.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$34.18	\$45.56
2nd 6 months	65.000000	\$24.67	\$11.40	\$9.45	\$0.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.30	\$58.64
3rd 6 months	70.000000	\$26.57	\$11.40	\$9.45	\$0.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.20	\$61.49
4th 6 months	75.000000	\$28.47	\$11.40	\$9.45	\$0.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.10	\$64.34
5th 6 months	80.000000	\$30.37	\$11.40	\$9.45	\$0.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.00	\$67.18
6th 6 months	85.020000	\$32.27	\$11.40	\$9.45	\$0.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.90	\$70.04
7th 6 months	90.000000	\$34.16	\$11.40	\$9.45	\$0.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55.79	\$72.88
8th 6 months	95.000000	\$36.06	\$11.40	\$9.45	\$0.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$57.69	\$75.72
MASON TRAINEES 1st 90 Days	45.000000	\$17.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$17.08	\$25.62
1st Year after 90 Days	45.000000	\$17.08	\$11.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.48	\$37.02
2nd Year	50.000000	\$18.98	\$11.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.38	\$39.87

### Special Calculation Note

Classification title contains "Bricklayer" because contract originates within the Bricklayer Local.

### Ratio

1-2 Journeyman to 1 Apprentice 3-4 Journeyman to 2 Apprentices 5-6 Journeyman to 3 Apprentices 7-10 Journeyman to 4 Apprentices 1 Apprentice permits 1 Mason Trainee 2 Apprentice permits 1 Mason Trainee 3 Apprentice permits 2 Mason Trainee 4 Apprentice permits 2 Mason Trainee

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

Ashtabula, Geauga, Lake, Portage, Summit

### Special Jurisdictional Note

### Details

In the mutual interest of both Employer and Union and to promote the masonry industry, it is agreed that the Employer may work with the Union and the Local Educational Partners in the jurisdiction of this agreement to employ School to work students provided that no conflicts exist with any Federal or State Laws. Employer must be party to a bonified Apprenticeship and Training program registered with the State of Ohio (OSAC). It is further agreed by both parties that the wages for the Masonry Maintenance Specialist shall be forty-five percent (45%) of the journeyman rate with no fringe benefits or as specified by the Local Educational Partner in the jurisdiction of the agreement.

## Prevailing Wage Rates - Skilled Crafts

### Details

Union	Change#	Craft	Effective Date	Posted Date
Bricklayer Local 23 (Cleveland Terrazzo Finisher)	LCN01-2024ib	Bricklayer	05/01/2024	05/01/2024

### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Bricklayer Terrazzo Finisher	\$30.52	\$11.40	\$5.15	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$47.73	\$62.99
Apprentice Terrazzo Finishers	Percent	BHR									
1st 6 months	60.000000	\$18.31	\$11.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$29.71	\$38.87
2nd 6 months	70.000000	\$21.36	\$11.40	\$5.15	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$38.57	\$49.26
3rd 6 months	75.000000	\$22.89	\$11.40	\$5.15	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$40.10	\$51.55
4th 6 months	80.000000	\$24.42	\$11.40	\$5.15	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$41.63	\$53.83
5th 6 months	85.000000	\$25.94	\$11.40	\$5.15	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$43.15	\$56.12
6th 6 months	90.000000	\$27.47	\$11.40	\$5.15	\$0.66	\$0.00	\$0.00	\$0.00	\$0.00	\$44.68	\$58.41

### Special Calculation Note

Classification title contains "Bricklayer" because contract originates within the Bricklayer Local. Note that the classification description is clarified after the local union number at the top of the page.

### Ratio

1-2 Journeymen to 1 Apprentice 3- 4 Journeymen to 2 Apprentices 5- 6 Journeymen to 3 Apprentices 7- 8 Journeymen to 4 Apprentices

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

Ashtabula, Cuyahoga, Geauga, Lake, Lorain, Medina, Portage, Summit

### Special Jurisdictional Note

### Details

Tile Finishers:do all the cleaning, acid washing,grouting,by any methods or means. Also unpacking of all tiles,opening of all mastic containers,mixing of all mortar,thin-set and epoxy materials,also the distribution of it. They shall handle and distribute all materials such as sand,cement,lime,tile,all types of tile panels,prefabricated tile units, plastic materials and protective covering of all tile.Clean up and removal of always used in connection of said work. Terrazzo Finishers:Assisting in grinding, and handling of material whether by hand or wheel barrow, or power buggies, including sand Portland cement, resinous cement and admixtures, aggregates of marble, stone or other compositions, bonding adhesives, sealers, waxes, and coatings used for Terrazzo Mosaic work, preparing, mixing by hand or machine, and distributing (spreading) all kinds of underbed or underlayment necessary and all scratch coat used for terrazzo and mosaic work. Also the rubbing, grinding, cleaning, sealing and polishing same either by hand or machine. will assist in the installation of the sand bed, tar paper, wire lath, divider strips, and rolling procedures and acid etching of all concrete floors that require it before installation. Shall handle all materials and assist in the installation of all types of terrazzo floors whether conventional or thin-set variety. Marble Finishers>Loading and unloading handling and distributing of marble materials including the mixing of all materials used for the installation of marble, such as cement underbeds for the floors, thin-set or epoxies including but not limited to plastic materials. Clean up and removal of all waster material of said work. Cleaning and grouting of all marble and slate, and all polishing of marble and slate floors.

## Prevailing Wage Rates - Skilled Crafts

### Details

<b>Union</b>	<b>Change#</b>	<b>Craft</b>	<b>Effective Date</b>	<b>Posted Date</b>
Bricklayer Local 23 (Cleveland Zone 2 Tile Finisher)	LCN01-2025ib	Bricklayer	05/07/2025	05/07/2025

### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Bricklayer Tile Finisher	\$27.96	\$9.64	\$3.83	\$0.64	\$0.00	\$1.75	\$0.00	\$0.00	\$0.00	\$43.82	\$57.80
Apprentice	Percent	BHR									
1st 6 months	60.000000	\$16.78	\$9.64	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26.42	\$34.80
2nd 6 months	70.000000	\$19.57	\$9.64	\$3.83	\$0.64	\$0.00	\$1.75	\$0.00	\$0.00	\$35.43	\$45.22
3rd 6 months	75.000000	\$20.97	\$9.64	\$3.83	\$0.64	\$0.00	\$1.75	\$0.00	\$0.00	\$36.83	\$47.32
4th 6 months	80.000000	\$22.37	\$9.64	\$3.83	\$0.64	\$0.00	\$1.75	\$0.00	\$0.00	\$38.23	\$49.41
5th 6 months	85.000000	\$23.77	\$9.64	\$3.83	\$0.64	\$0.00	\$1.75	\$0.00	\$0.00	\$39.63	\$51.51
6th 6 months	90.000000	\$25.16	\$9.64	\$3.83	\$0.64	\$0.00	\$1.75	\$0.00	\$0.00	\$41.02	\$53.61

### Special Calculation Note

Classification title contains "Bricklayer" because contract originates within the Bricklayer Local. Note that the classification description is clarified after the local union number at the top of the page.

### Ratio

1-4 Journeymen to 1 Apprentice 5-10 Journeymen to 2 Apprentices 11-16 Journeymen to 3 Apprentices

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

Portage, Summit

### Special Jurisdictional Note

### Details

The rate of Sewer Bricklayer will be \$.50 cents per above the building bricklayer's rate. Men working from cable or rope hung scaffold shall receive .50 cents per hour above building bricklayer rate.

## Prevailing Wage Rates - Skilled Crafts

### Details

<b>Union</b>	<b>Change#</b>	<b>Craft</b>	<b>Effective Date</b>	<b>Posted Date</b>
Bricklayer Local 23 (Cleveland Zone 2 Tile Layer)	LCN01-2025ib	Bricklayer	05/07/2025	05/07/2025

### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Bricklayer Tile Layer	\$34.17	\$9.70	\$3.83	\$0.70	\$0.00	\$1.75	\$0.00	\$0.00	\$0.00	\$50.15	\$67.24
<b>Tile Layer Apprentice</b>	<b>Percent</b>	<b>BHR</b>									
1st 30 days	60.000000	\$20.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20.50	\$30.75
1st 6 months	60.000000	\$20.50	\$9.70	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30.20	\$40.45
2nd 6 months	65.000000	\$22.21	\$9.70	\$3.83	\$0.70	\$0.00	\$1.75	\$0.00	\$0.00	\$38.19	\$49.30
3rd 6 months	70.000000	\$23.92	\$9.70	\$3.83	\$0.70	\$0.00	\$1.75	\$0.00	\$0.00	\$39.90	\$51.86
4th 6 months	75.000000	\$25.63	\$9.70	\$3.83	\$0.70	\$0.00	\$1.75	\$0.00	\$0.00	\$41.61	\$54.42
5th 6 months	80.000000	\$27.34	\$9.70	\$3.83	\$0.70	\$0.00	\$1.75	\$0.00	\$0.00	\$43.32	\$56.98
6th 6 months	85.000000	\$29.04	\$9.70	\$3.83	\$0.70	\$0.00	\$1.75	\$0.00	\$0.00	\$45.02	\$59.55
7th 6 months	90.000000	\$30.75	\$9.70	\$3.83	\$0.70	\$0.00	\$1.75	\$0.00	\$0.00	\$46.73	\$62.11
8th 6 months	95.000000	\$32.46	\$9.70	\$3.83	\$0.70	\$0.00	\$1.75	\$0.00	\$0.00	\$48.44	\$64.67

### Special Calculation Note

Classification title contains "Bricklayer" because contract originates within the Bricklayer Local. Note that the classification description is clarified after the local union number at the top of the page.

### Ratio

1-4 Journeyman to 1 Apprentice 5-10 Journeymen to 2 Apprentice 11-16 Journeymen to 3 Apprentices

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

Portage, Summit

### Special Jurisdictional Note

### Details

An Official State of Ohio site. [Here's how you know](#)

## Prevailing Wage Rates - Skilled Crafts

### Details

Union	Change#	Craft	Effective Date	Posted Date
Bricklayer Local 23 Heavy Hwy (A)	LCN01-2025ib	Bricklayer	03/25/2026	03/25/2026

### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Cement Mason Bricklayer Sewer Water Works A	\$34.56	\$10.20	\$9.68	\$0.56	\$0.00	\$1.30	\$0.00	\$0.00	\$0.00	\$56.30	\$73.58
Apprentice	Percent	BHR									
1st year	70.000000	\$24.19	\$10.20	\$9.68	\$0.56	\$0.00	\$1.30	\$0.00	\$0.00	\$45.93	\$58.03
2nd year	80.000000	\$27.65	\$10.20	\$9.68	\$0.56	\$0.00	\$1.30	\$0.00	\$0.00	\$49.39	\$63.21
3rd year	90.000000	\$31.10	\$10.20	\$9.68	\$0.56	\$0.00	\$1.30	\$0.00	\$0.00	\$52.84	\$68.39

### Special Calculation Note

This rate is not for building construction.

This rate applies only to the Cement Masons. All other Bricklaying, PCC, Stone, Tile, Marble, Refractory, Industrial and all other applicable work performed will be performed under the applicable rates for those contracts.

### Ratio

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

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

Adams, Allen, Ashland, Ashtabula, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Cuyahoga, Darke, Defiance, Delaware, Erie, Fairfield, Fayette, Franklin, Fulton, Gallia, Geauga, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Huron, Jackson, Jefferson, Knox, Lake, Lawrence, Licking, Logan, Lorain, Lucas, Madison, Mahoning, Marion, Medina, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Ottawa, Paulding, Perry, Pickaway, Pike, Portage, Preble, Putnam, Richland, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne

### Special Jurisdictional Note

#### Details

Bricklayer Local 23 Heavy Hwy (A): Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site Heavy Construction, Airport Construction Or Railroad Construction Work.

Bricklayer Local 23 Heavy Hwy (B): Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work ,Pollution Control, Sewer Plant, Waste Plant, & Water Treatment Facilities, Construction.

## Prevailing Wage Rates - Skilled Crafts

### Details

Union	Change#	Craft	Effective Date	Posted Date
Bricklayer Local 23 Heavy Hwy (B)	LCN01-2026ib	Bricklayer	03/25/2026	03/25/2026

### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Cement Mason Bricklayer Power Plants Tunnels Amusement Parks B	\$35.56	\$10.20	\$9.68	\$0.57	\$0.00	\$1.30	\$0.00	\$0.00	\$0.00	\$57.31	\$75.09
Apprentice	Percent	BHR									
1st year	70.000000	\$24.89	\$10.20	\$9.68	\$0.57	\$0.00	\$1.30	\$0.00	\$0.00	\$46.64	\$59.09
2nd year	80.000000	\$28.45	\$10.20	\$9.68	\$0.57	\$0.00	\$1.30	\$0.00	\$0.00	\$50.20	\$64.42
3rd year	90.000000	\$32.00	\$10.20	\$9.68	\$0.57	\$0.00	\$1.30	\$0.00	\$0.00	\$53.75	\$69.75

### Special Calculation Note

This rate is not for building construction.

This rate applies only to the Cement Masons. All other Bricklaying, PCC, Stone, Tile, Marble, Refractory, Industrial and all other applicable work performed will be performed under the applicable rates for those contracts.

### Ratio

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

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

Adams, Allen, Ashland, Ashtabula, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Cuyahoga, Darke, Defiance, Delaware, Erie, Fairfield, Fayette, Franklin, Fulton, Gallia, Geauga, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Huron, Jackson, Jefferson, Knox, Lake, Lawrence, Licking, Logan, Lorain, Lucas, Madison, Mahoning, Marion, Medina, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Ottawa, Paulding, Perry, Pickaway, Pike, Portage, Preble, Putnam, Richland, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne

### Special Jurisdictional Note

### Details

Bricklayer Local 23 Heavy Hwy (A): Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site Heavy Construction, Airport Construction Or Railroad Construction Work.

Bricklayer Local 23 Heavy Hwy (B): Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work ,Pollution Control, Sewer Plant, Waste Plant, & Water Treatment Facilities, Construction.

## Prevailing Wage Rates - Skilled Crafts

### Details

<b>Union</b>	<b>Change#</b>	<b>Craft</b>	<b>Effective Date</b>	<b>Posted Date</b>
Carpenter Commercial Zone NEO 1B	LCN01-2025ib	Carpenter	06/18/2025	06/18/2025

### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Carpenter	\$37.52	\$8.92	\$10.98	\$0.72	\$0.00	\$4.30	\$0.14	\$0.00	\$0.00	\$62.58	\$81.34
<b>Apprentice</b>	<b>Percent</b>	<b>BHR</b>									
1st 3 months	60.000000	\$22.51	\$8.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.43	\$42.69
2nd 3 months	60.000000	\$22.51	\$8.92	\$0.00	\$0.72	\$0.00	\$4.30	\$0.14	\$0.00	\$36.59	\$47.85
2nd 6 months is 1st year	65.000000	\$24.39	\$8.92	\$0.00	\$0.72	\$0.00	\$4.30	\$0.14	\$0.00	\$38.47	\$50.66
3rd 6 months	70.000000	\$26.26	\$8.92	\$0.00	\$0.72	\$0.00	\$4.30	\$0.14	\$0.00	\$40.34	\$53.48
4th 6 months	75.000000	\$28.14	\$8.92	\$0.00	\$0.72	\$0.00	\$4.30	\$0.14	\$0.00	\$42.22	\$56.29
5th 6 months	80.000000	\$30.02	\$8.92	\$8.78	\$0.72	\$0.00	\$4.30	\$0.14	\$0.00	\$52.88	\$67.88
6th 6 months	85.000000	\$31.89	\$8.92	\$9.33	\$0.72	\$0.00	\$4.30	\$0.14	\$0.00	\$55.30	\$71.25
7th 6 months	90.000000	\$33.77	\$8.92	\$9.88	\$0.72	\$0.00	\$4.30	\$0.14	\$0.00	\$57.73	\$74.61
8th 6 months	95.000000	\$35.64	\$8.92	\$10.43	\$0.72	\$0.00	\$4.30	\$0.14	\$0.00	\$60.15	\$77.98

### Special Calculation Note

\*Other is International Training

### Ratio

1 Journeymen to 1 Apprentice

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

Medina, Portage, Summit

### Special Jurisdictional Note

### Details

## Prevailing Wage Rates - Skilled Crafts

### Details

<b>Union</b>	<b>Change#</b>	<b>Craft</b>	<b>Effective Date</b>	<b>Posted Date</b>
Carpenter Floorlayer Zone NEO 1B	LCN01-2025ib	Carpenter	06/18/2025	06/18/2025

### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Carpenter Floorlayer	\$37.52	\$8.92	\$10.98	\$0.72	\$0.00	\$4.29	\$0.17	\$0.00	\$0.00	\$62.60	\$81.36
<b>Apprentice</b>	<b>Percent</b>	<b>BHR</b>									
1st 3 months	60.000000	\$22.51	\$8.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.43	\$42.69
2nd 3 months	60.000000	\$22.51	\$8.92	\$0.00	\$0.72	\$0.00	\$4.29	\$0.17	\$0.00	\$36.61	\$47.87
2nd 6 months	65.000000	\$24.39	\$8.92	\$0.00	\$0.72	\$0.00	\$4.29	\$0.17	\$0.00	\$38.49	\$50.68
3rd 6 months	70.000000	\$26.26	\$8.92	\$0.00	\$0.72	\$0.00	\$4.29	\$0.17	\$0.00	\$40.36	\$53.50
4th 6 months	75.000000	\$28.14	\$8.92	\$0.00	\$0.72	\$0.00	\$4.29	\$0.17	\$0.00	\$42.24	\$56.31
5th 6 months	80.000000	\$30.02	\$8.92	\$8.78	\$0.72	\$0.00	\$4.29	\$0.17	\$0.00	\$52.90	\$67.90
6th 6 months	85.000000	\$31.89	\$8.92	\$9.33	\$0.72	\$0.00	\$4.29	\$0.17	\$0.00	\$55.32	\$71.27
7th 6 months	90.000000	\$33.77	\$8.92	\$9.88	\$0.72	\$0.00	\$4.29	\$0.17	\$0.00	\$57.75	\$74.63
8th 6 months	95.000000	\$35.64	\$8.92	\$10.43	\$0.72	\$0.00	\$4.29	\$0.17	\$0.00	\$60.17	\$78.00

### Special Calculation Note

Other: International Training

### Ratio

1 Journeymen to 1 Apprentice

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

Medina, Portage, Summit

### Special Jurisdictional Note

### Details

## Prevailing Wage Rates - Skilled Crafts

### Details

<b>Union</b>	<b>Change#</b>	<b>Craft</b>	<b>Effective Date</b>	<b>Posted Date</b>
Carpenter Hev Hwy Zone NHH C1-C	LCN01-2025ib	Carpenter	06/18/2025	06/18/2025

### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Carpenter	\$37.18	\$8.92	\$10.98	\$0.72	\$0.00	\$4.33	\$0.14	\$0.00	\$0.00	\$62.27	\$80.86
<b>Apprentice</b>	<b>Percent</b>	<b>BHR</b>									
1st 3 Months	60.000000	\$22.31	\$8.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$31.23	\$42.38
2nd 3 Months	60.000000	\$22.31	\$8.92	\$0.00	\$0.72	\$0.00	\$4.33	\$0.14	\$0.00	\$36.42	\$47.57
2nd 6 Months	65.000000	\$24.17	\$8.92	\$0.00	\$0.72	\$0.00	\$4.33	\$0.14	\$0.00	\$38.28	\$50.36
3rd 6 Months	70.000000	\$26.03	\$8.92	\$0.00	\$0.72	\$0.00	\$4.33	\$0.14	\$0.00	\$40.14	\$53.15
4th 6 Months	75.000000	\$27.89	\$8.92	\$0.00	\$0.72	\$0.00	\$4.33	\$0.14	\$0.00	\$42.00	\$55.94
5th 6 Months	80.000000	\$29.74	\$8.92	\$8.78	\$0.72	\$0.00	\$4.33	\$0.14	\$0.00	\$52.63	\$67.51
6th 6 Months	85.000000	\$31.60	\$8.92	\$9.33	\$0.72	\$0.00	\$4.33	\$0.14	\$0.00	\$55.04	\$70.84
7th 6 Months	90.000000	\$33.46	\$8.92	\$9.88	\$0.72	\$0.00	\$4.33	\$0.14	\$0.00	\$57.45	\$74.18
8th 6 Months	95.000000	\$35.32	\$8.92	\$10.43	\$0.72	\$0.00	\$4.33	\$0.14	\$0.00	\$59.86	\$77.52

### Special Calculation Note

Other: Training

### Ratio

1 Journeymen to 1 Apprentice

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

Medina, Portage, Summit

### Special Jurisdictional Note

### Details

Any construction work as performed within the definitions listed here below, all of which, taken together are "Heavy-Highway Construction" work: "HIGHWAY CONSTRUCTION" work is defined as work performed to provide a facility to accommodate vehicular or pedestrian traffic and includes, but is not limited to, the construction of all streets, roads, expressways, turnpikes, bridges, drainage structures, grade separations, parking lots, rest areas, alleys, sidewalks, guardrails, fences, and sound barriers, but shall not include construction of buildings. "AIRPORT CONSTRUCTION" work is defined as including site preparation, grading, paving, drainage, fences, sidewalks, driveways, parking areas and similar work incidental to the construction of airfields but shall not include the construction of buildings. "HEAVY CONSTRUCTION" work is defined as including, but not limited to grade separations, foundations (does not include building foundations), abutments, retaining walls, shafts, tunnels, subways, elevators, drainage projects, flood control projects, reclamation projects, reservoirs, water supply projects, water development projects, hydro-electric development, utility transmission lines, including right-of-way clearing, locks, dams, dikes, levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, breakwater, docks, harbors; and all municipal and utility construction except construction classified as building construction. "RAILROAD CONSTRUCTION" work is defined as including, grading, drainage, placing of rails, cross-ties, ballast and the construction of bridges, and other incidentals for railroads, street railways construction projects and rapid transit system projects, but shall not include the construction of buildings. "SEWER WATERWORKS AND UTILITY CONSTRUCTION" work is defined as including construction of all storm sewers, sanitary sewers, supplying and distributing waterlines, gas lines, telephone and television conduit, underground electrical lines, and similar utility construction. Main waterline and trunk sewers connecting water works and/or sewage disposal plants are included within this definition. "SUPPORTIVE EXCAVATION AND DEEP FOUNDATIONS" work is all driven and drilled foundations within the building site. "POWER PLANT SITE" work is defined as all work which is inside the property line, but outside the actual building construction. Such work shall include, but is not limited to, the grading and installation of sewer lines, drainage lines, gas lines, telephone and television conduit, underground electrical lines and similar utility construction, parking lots, bridges, roads, streets, sidewalks, reservoirs, ash pits, storage tanks, ramps and other such construction work performed on the work site, but shall not include the actual excavation for the buildings, foundations or footers or construction of the buildings. "POLLUTION CONTROL, SEWAGE PLANT, WASTE PLANT AND WATER TREATMENT FACILITIES CONSTRUCTION" WORK shall be all work in construction of pumping stations, waste and sewage disposal plants, incinerator plants, water treatment plants, filtration plants, solid waste disposal and similar pollution control facilities. "SOLAR & WIND FARM" WORK is considered "HEAVY CONSTRUCTION" and includes all work in the construction of solar fields/farms and wind fields/farms (not installations on buildings).

## Prevailing Wage Rates - Skilled Crafts

### Details

<b>Union</b>	<b>Change#</b>	<b>Craft</b>	<b>Effective Date</b>	<b>Posted Date</b>
Carpenter Insulation Zone NEO 1B	LCN01-2025ib	Carpenter	06/18/2025	06/18/2025

### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Carpenter Insulation	\$30.02	\$8.92	\$10.98	\$0.72	\$0.00	\$4.30	\$0.14	\$0.00	\$0.00	\$55.08	\$70.09
<b>Apprentice</b>	<b>Percent</b>	<b>BHR</b>									
1st 3 months	60.000000	\$18.01	\$8.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$26.93	\$35.94
2nd 3 months	60.000000	\$18.01	\$8.92	\$0.00	\$0.72	\$0.00	\$4.30	\$0.14	\$0.00	\$32.09	\$41.10
2nd 6 months	65.000000	\$19.51	\$8.92	\$0.00	\$0.72	\$0.00	\$4.30	\$0.14	\$0.00	\$33.59	\$43.35
3rd 6 months	70.000000	\$21.01	\$8.92	\$0.00	\$0.72	\$0.00	\$4.30	\$0.14	\$0.00	\$35.09	\$45.60
4th 6 months	75.000000	\$22.52	\$8.92	\$0.00	\$0.72	\$0.00	\$4.30	\$0.14	\$0.00	\$36.60	\$47.85
5th 6 months	80.000000	\$24.02	\$8.92	\$8.78	\$0.72	\$0.00	\$4.30	\$0.14	\$0.00	\$46.88	\$58.88
6th 6 months	85.000000	\$25.52	\$8.92	\$9.33	\$0.72	\$0.00	\$4.30	\$0.14	\$0.00	\$48.93	\$61.69
7th 6 months	90.000000	\$27.02	\$8.92	\$9.88	\$0.72	\$0.00	\$4.30	\$0.14	\$0.00	\$50.98	\$64.49
8th 6 months	95.000000	\$28.52	\$8.92	\$10.43	\$0.72	\$0.00	\$4.30	\$0.14	\$0.00	\$53.03	\$67.29

### Special Calculation Note

\*Other is Training

### Ratio

1 Journeymen to 1 Apprentice

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

Medina, Portage, Summit

### Special Jurisdictional Note

### Details

## Prevailing Wage Rates - Skilled Crafts

### Details

<b>Union</b>	<b>Change#</b>	<b>Craft</b>	<b>Effective Date</b>	<b>Posted Date</b>
Carpenter Millwright NE Zone M1-A	LCN01-2025ib	Carpenter	06/18/2025	06/18/2025

### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Carpenter Millwright	\$36.41	\$8.90	\$11.33	\$0.72	\$0.00	\$6.36	\$0.19	\$0.00	\$0.00	\$63.91	\$82.12
Certified Welder	\$37.41	\$8.90	\$11.33	\$0.72	\$0.00	\$6.36	\$0.19	\$0.00	\$0.00	\$64.91	\$83.62
Layout man on Monorail	\$39.14	\$8.90	\$11.33	\$0.72	\$0.00	\$6.36	\$0.19	\$0.00	\$0.00	\$66.64	\$86.21
<b>Apprentice</b>	<b>Percent</b>	<b>BHR</b>									
1st 6 months	60.000000	\$21.85	\$8.90	\$11.33	\$0.72	\$0.00	\$6.36	\$0.19	\$0.00	\$49.35	\$60.27
2nd 6 months	65.000000	\$23.67	\$8.90	\$11.33	\$0.72	\$0.00	\$6.36	\$0.19	\$0.00	\$51.17	\$63.00
3rd 6 months	70.000000	\$25.49	\$8.90	\$11.33	\$0.72	\$0.00	\$6.36	\$0.19	\$0.00	\$52.99	\$65.73
4th 6 months	75.000000	\$27.31	\$8.90	\$11.33	\$0.72	\$0.00	\$6.36	\$0.19	\$0.00	\$54.81	\$68.46
5th 6 months	80.000000	\$29.13	\$8.90	\$11.33	\$0.72	\$0.00	\$6.36	\$0.19	\$0.00	\$56.63	\$71.19
6th 6 months	85.000000	\$30.95	\$8.90	\$11.33	\$0.72	\$0.00	\$6.36	\$0.19	\$0.00	\$58.45	\$73.92
7th 6 months	90.000000	\$32.77	\$8.90	\$11.33	\$0.72	\$0.00	\$6.36	\$0.19	\$0.00	\$60.27	\$76.65
8th 6 months	95.000000	\$34.59	\$8.90	\$11.33	\$0.72	\$0.00	\$6.36	\$0.19	\$0.00	\$62.09	\$79.38

### Special Calculation Note

Other is Training.

### Ratio

1 Journeymen to 1 Apprentice

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

Ashland, Ashtabula, Cuyahoga, Erie, Geauga, Huron, Lake, Lorain, Medina, Portage, Richland, Summit

### Special Jurisdictional Note

### Details

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

## Prevailing Wage Rates - Skilled Crafts

### Details

Union	Change#	Craft	Effective Date	Posted Date
Carpenter Pile Driver Hev Hwy Zone NHH P2-B	LCN01-2025ib	Carpenter	06/18/2025	06/18/2025

### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate	
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)			
Carpenter Pile Driver	\$36.34	\$8.85	\$11.33	\$0.72	\$0.00	\$6.48	\$0.19	\$0.00	\$0.00	\$63.91	\$82.08	
Diver	\$54.51	\$8.85	\$11.33	\$0.72	\$0.00	\$6.48	\$0.19	\$0.00	\$0.00	\$82.08	\$109.34	
Certified Welder	\$37.39	\$8.85	\$11.33	\$0.72	\$0.00	\$6.48	\$0.19	\$0.00	\$0.00	\$64.96	\$83.66	
Apprentice	Percent	BHR										
1st 6 months	60.000000	\$21.80	\$8.85	\$11.33	\$0.72	\$0.00	\$6.48	\$0.19	\$0.00	\$0.00	\$49.37	\$60.28
2nd 6 months	65.000000	\$23.62	\$8.85	\$11.33	\$0.72	\$0.00	\$6.48	\$0.19	\$0.00	\$0.00	\$51.19	\$63.00
3rd 6 months	70.000000	\$25.44	\$8.85	\$11.33	\$0.72	\$0.00	\$6.48	\$0.19	\$0.00	\$0.00	\$53.01	\$65.73
4th 6 months	75.000000	\$27.26	\$8.85	\$11.33	\$0.72	\$0.00	\$6.48	\$0.19	\$0.00	\$0.00	\$54.83	\$68.45
5th 6 months	80.000000	\$29.07	\$8.85	\$11.33	\$0.72	\$0.00	\$6.48	\$0.19	\$0.00	\$0.00	\$56.64	\$71.18
6th 6 months	85.000000	\$30.89	\$8.85	\$11.33	\$0.72	\$0.00	\$6.48	\$0.19	\$0.00	\$0.00	\$58.46	\$73.90
7th 6 months	90.000000	\$32.71	\$8.85	\$11.33	\$0.72	\$0.00	\$6.48	\$0.19	\$0.00	\$0.00	\$60.28	\$76.63
8th 6 months	95.000000	\$34.52	\$8.85	\$11.33	\$0.72	\$0.00	\$6.48	\$0.19	\$0.00	\$0.00	\$62.09	\$79.35

### Special Calculation Note

\*Other is Training

### Ratio

1 Journeymen to 1 Apprentice

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

Ashland, Ashtabula, Cuyahoga, Erie, Geauga, Huron, Lake, Lorain, Medina, Portage, Richland, Summit

### Special Jurisdictional Note

### Details

Pile Drivers duties shall include but not limited to: Pile driving, milling, fashioning, joining assembling, erecting, fastening, or dismantling of all material of wood, plastic, metal, fiber, cork and composition and all other substitute materials: pile driving, cutting, fitting and placing of lagging, and the handling, cleaning, erecting, installing and dismantling of machinery, equipment and erecting pre-engineered metal buildings. Pile Drivers work but not limited to: unloading, assembling, erection, repairs, operation, signaling, dismantling and reloading all equipment that is used for pile driving including pile butts is defined as sheeting or scrap piling. Underwater work that may be required in connection with the installation of piling. The driver and his tender work as a team and shall arrive at their own financial arrangements with the contractor. Any configuration of wood, steel, concrete or composite that is jetted, driven or vibrated onto the ground by conventional pile driving equipment for the purpose of supporting a future load that may be permanent or temporary. The construction of all wharves and docks, including the fabrication and installation of floating docks. Driving bracing, plumbing, cutting off and capping of all piling whether wood, metal, pipe piling or composite, loading, unloading, erecting, framing, dismantling, moving and handling of pile driving equipment piling used in the construction and repair of all wharves, docks, piers, trestles, caissons, cofferdams and erection of all sea walls and breakwaters. All underwater and marine work on bulkheads, wharves, docks, shipyards, caissons, piers, bridges, pipeline, work, viaducts, marine cable and trestles, as well as salvage and reclamation work where divers are employed. Rate shall include carpenters, acoustic and ceiling installers, drywall installers, pile drivers and floorlayers.

## Prevailing Wage Rates - Skilled Crafts

### Details

<b>Union</b>	<b>Change#</b>	<b>Craft</b>	<b>Effective Date</b>	<b>Posted Date</b>
Cement Mason & Plasterer Local 109	LCN01-2022sks	Cement Mason & Plasterer	06/01/2022	06/01/2022

### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate	
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)			
Cement Mason	\$31.74	\$9.09	\$7.35	\$0.70	\$0.00	\$4.74	\$0.07	\$0.00	\$0.00	\$53.69	\$69.56	
Plasterer	\$30.61	\$8.75	\$7.35	\$0.70	\$0.00	\$4.75	\$0.07	\$0.00	\$0.00	\$52.23	\$67.54	
<b>Apprentice Cement Mason</b>	<b>Percent</b>	<b>BHR</b>										
1st year	70.000000	\$22.22	\$9.09	\$7.35	\$0.70	\$0.00	\$4.74	\$0.07	\$0.00	\$0.00	\$44.17	\$55.28
2nd year	79.980000	\$25.39	\$9.09	\$7.35	\$0.70	\$0.00	\$4.74	\$0.07	\$0.00	\$0.00	\$47.34	\$60.03
3rd year	90.000000	\$28.57	\$9.09	\$7.35	\$0.70	\$0.00	\$4.74	\$0.07	\$0.00	\$0.00	\$50.52	\$64.80
<b>Plasterer Apprentice</b>												
1st year	67.530000	\$21.43	\$8.75	\$7.35	\$0.70	\$0.00	\$4.75	\$0.07	\$0.00	\$0.00	\$43.05	\$53.77
2nd year	77.170000	\$24.49	\$8.75	\$7.35	\$0.70	\$0.00	\$4.75	\$0.07	\$0.00	\$0.00	\$46.11	\$58.36
3rd year	86.800000	\$27.55	\$8.75	\$7.35	\$0.70	\$0.00	\$4.75	\$0.07	\$0.00	\$0.00	\$49.17	\$62.95

### Special Calculation Note

Other is for International Training.

### Ratio

1 Journeyman to 1 Apprentice 5 Journeyman to 2 Apprentice 10 Journeyman to 3 Apprentice

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

Carroll, Holmes, Medina, Portage, Stark, Summit, Tuscarawas, Wayne

### Special Jurisdictional Note

### Details

Finishers when applying colorshake shall be paid an additional \$2.00 per DAY. Swing Scaffolds up to 50 feet shall be paid \$0.25 above the Journeymen rate. Swing Scaffolds over 50 feet shall be paid \$0.35 above the Journeymen rate.

## Prevailing Wage Rates - Skilled Crafts

### Details

<b>Union</b>	<b>Change#</b>	<b>Craft</b>	<b>Effective Date</b>	<b>Posted Date</b>
Cement Mason Local 109 Hev Hwy	LCN01-2025ib	Cement Mason	05/01/2025	04/30/2025

### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Cement Mason	\$36.49	\$9.20	\$7.65	\$0.75	\$0.00	\$3.00	\$0.07	\$0.00	\$0.00	\$57.16	\$75.41
<b>Apprentice</b>	<b>Percent</b>	<b>BHR</b>									
1st Year	70.000000	\$25.54	\$9.20	\$7.65	\$0.75	\$0.00	\$3.00	\$0.07	\$0.00	\$46.21	\$58.98
2nd Year	80.000000	\$29.19	\$9.20	\$7.65	\$0.75	\$0.00	\$3.00	\$0.07	\$0.00	\$49.86	\$64.46
3rd Year	90.000000	\$32.84	\$9.20	\$7.65	\$0.75	\$0.00	\$3.00	\$0.07	\$0.00	\$53.51	\$69.93

### Special Calculation Note

Other: International Training Fund

### Ratio

1 Journeyman to 1 Apprentice 2 Journeymen to 1 Apprentice thereafter

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

Carroll, Holmes, Medina, Portage, Stark, Summit, Tuscarawas, Wayne

### Special Jurisdictional Note

### Details

Highway Construction, Sewer, Waterworks And Utility Construction, Industrial & Building Site, Heavy Construction, Airport Construction Or Railroad Construction Work, Power Plant, Tunnels, Amusement Park, Athletic Stadium Site Work, Pollution Control, Sewer Plant, Waste & Water Plant, Water Treatment Facilities Construction.

## Prevailing Wage Rates - Skilled Crafts

### Details

<b>Union</b>	<b>Change#</b>	<b>Craft</b>	<b>Effective Date</b>	<b>Posted Date</b>
Electrical Local 306 Inside	LCN01-2024ib	Electrical	06/12/2024	06/12/2024

### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Electrician	\$42.55	\$11.70	\$1.28	\$0.96	\$0.00	\$9.25	\$0.00	\$0.00	\$0.00	\$65.74	\$87.02
Cable Splicer	\$46.81	\$11.70	\$1.40	\$1.05	\$0.00	\$9.25	\$0.00	\$0.00	\$0.00	\$70.21	\$93.62
<b>Apprentice</b>	<b>Percent</b>	<b>BHR</b>									
1st period	40.000000	\$17.02	\$11.70	\$0.51	\$0.38	\$0.00	\$0.00	\$0.00	\$0.00	\$29.61	\$38.12
2nd period	45.000000	\$19.15	\$11.70	\$0.57	\$0.43	\$0.00	\$0.00	\$0.00	\$0.00	\$31.85	\$41.42
3rd period	50.020000	\$21.28	\$11.70	\$0.64	\$0.48	\$0.00	\$4.63	\$0.00	\$0.00	\$38.73	\$49.38
4th period	60.000000	\$25.53	\$11.70	\$0.77	\$0.57	\$0.00	\$5.55	\$0.00	\$0.00	\$44.12	\$56.89
5th period	70.020000	\$29.79	\$11.70	\$0.89	\$0.67	\$0.00	\$6.48	\$0.00	\$0.00	\$49.53	\$64.43
6th period	80.000000	\$34.04	\$11.70	\$1.02	\$0.77	\$0.00	\$7.40	\$0.00	\$0.00	\$54.93	\$71.95

### Special Calculation Note

### Ratio

1 - 3 Journeymen to 2 Apprentice 4 - 6 Journeymen to 4 Apprentice 7 - 9 Journeymen to 6 Apprentice 10-12 Journeymen to 8 Apprentice 13-15 Journeymen to 10 Apprentice First person assigned to a job site shall be a Journeyman Wireman

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

Medina\*, Portage\*, Summit, Wayne\*

### Special Jurisdictional Note

Medina County the following townships are included: (Brunswick, Chatham, Granger, Guilford, Harrisville, Hinckley, Homer, Lafayette, Medina, Montville, Sharon, Spencer, Wadsworth, Westfield and York). Portage County the following townships are included: (Atwater, Aurora, Brimfield, Deerfield, Franklin, Mantua, Randolph, Ravenna, Rootstown, Shalersville, Streetsboro and Suffield). Wayne County the following townships are included: (Baughman, Canaan, Chester, Chippewa, Congress, Green, Milton, and Wayne).

### Details

This rate covers both Commercial and Industrial. High work a premium rate of shall be paid at (3%) per hour for all work performed over (30') free-fall and for work in a mine. Line work is excluded.

## Prevailing Wage Rates - Skilled Crafts

### Details

<b>Union</b>	<b>Change#</b>	<b>Craft</b>	<b>Effective Date</b>	<b>Posted Date</b>
Electrical Local 306 Inside Lt Commercial Northern	LCN01-2025ib	Electrical	03/05/2025	03/05/2025

### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Electrician	\$42.55	\$10.70	\$1.28	\$0.96	\$0.00	\$9.25	\$1.00	\$0.00	\$0.00	\$65.74	\$87.02
Cable Splicer	\$46.81	\$10.70	\$1.40	\$1.05	\$0.00	\$9.25	\$1.00	\$0.00	\$0.00	\$70.21	\$93.62
CE-3 12,001-14,000 Hrs	\$30.33	\$6.83	\$0.91	\$0.92	\$0.00	\$0.91	\$0.00	\$0.00	\$0.10	\$40.00	\$55.17
CE-2 10,001-12,000 Hrs	\$23.83	\$6.83	\$0.71	\$0.92	\$0.00	\$0.71	\$0.00	\$0.00	\$0.10	\$33.10	\$45.02
CE-1 8,001-10,000 Hrs	\$21.67	\$6.83	\$0.65	\$0.92	\$0.00	\$0.65	\$0.00	\$0.00	\$0.10	\$30.82	\$41.66
CW-4 6,001-8,000 Hrs	\$19.50	\$6.83	\$0.59	\$0.92	\$0.00	\$0.59	\$0.00	\$0.00	\$0.10	\$28.53	\$38.28
CW-3 4,001-6,000 Hrs	\$17.33	\$6.83	\$0.52	\$0.92	\$0.00	\$0.52	\$0.00	\$0.00	\$0.10	\$26.22	\$34.89
CW-2 2,001-4,000 Hrs	\$16.25	\$6.83	\$0.49	\$0.92	\$0.00	\$0.49	\$0.00	\$0.00	\$0.10	\$25.08	\$33.21
CW-1 0-2,000 Hrs	\$15.17	\$6.83	\$0.46	\$0.92	\$0.00	\$0.46	\$0.00	\$0.00	\$0.10	\$23.94	\$31.53
<b>Apprentice</b>	<b>Percent</b>	<b>BHR</b>									
1st period	40.000000	\$17.02	\$10.70	\$0.51	\$0.38	\$0.00	\$0.00	\$1.00	\$0.00	\$29.61	\$38.12
2nd period	45.000000	\$19.15	\$10.70	\$0.57	\$0.43	\$0.00	\$0.00	\$1.00	\$0.00	\$31.85	\$41.42
3rd period	50.020000	\$21.28	\$10.70	\$0.64	\$0.48	\$0.00	\$4.63	\$1.00	\$0.00	\$38.73	\$49.38
4th period	60.000000	\$25.53	\$10.70	\$0.77	\$0.57	\$0.00	\$5.55	\$1.00	\$0.00	\$44.12	\$56.89
5th period	70.020000	\$29.79	\$10.70	\$0.89	\$0.67	\$0.00	\$6.48	\$1.00	\$0.00	\$49.53	\$64.43
6th period	80.000000	\$34.04	\$10.70	\$1.02	\$0.77	\$0.00	\$7.40	\$1.00	\$0.00	\$54.93	\$71.95

### Special Calculation Note

Other: Retirement Health and Welfare Misc: Administration Fund for CE/CW.

### Ratio

Each job site 2 Apprentices to 3 Journeymen or fraction thereof: 1 - 3 Journeymen to 2 Apprentice 4 - 6 Journeymen to 4 Apprentice 7 - 9 Journeymen to 6 Apprentice 10-12 Journeymen to 8 Apprentice 13-15 Journeymen to 10 Apprentice First person assigned to a job site shall be a Journeyman Wireman Construction Electrician and Construction Wireman Ratio There shall be a minimum ratio of one inside Journeyman Wireman to every (4) employees of different classifications per jobsite. An Inside Journeyman Wireman is required on the project as the fifth (5th) worker or when apprentices are used.

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

Medina\*, Portage\*, Summit, Wayne\*

### Special Jurisdictional Note

Medina County the following townships are included: (Brunswick, Chatham, Granger, Guilford, Harrisville, Hinckley, Homer, Lafayette, Medina, Montville, Sharon, Spencer, Wadsworth, Westfield and York). Portage County the following townships are included: (Atwater, Aurora, Brimfield, Deerfield, Franklin, Mantua, Randolph, Ravenna, Rootstown, Shalersville, Streetsboro and Suffield). Wayne County the following townships are included: (Baughman, Canaan, Chester, Chippewa, Congress, Green, Milton, and Wayne).

### Details

The scope of work for the light commercial agreement shall apply to the following small medical clinics, stand-alone doctor and dentist offices with up to 600 amp service (not attached to a hospital), gas stations/convenience stores, fast food restaurants and franchised chain restaurants including independent bars and taverns, places of worship, funeral homes, nursing homes, assisted living facilities and day-care facilities under 15,000 sq ft, small office, retail/wholesale facilities under 15,000 sq ft with less than 10 units attached, storage units, car washes, express hotels and motels (4 stories or less) without conference or restaurants facilities, residential units (subject to Davis Bacon Rates) small stand-alone manufacturing facilities when free standing and not part of a larger facility (less than 15,000 sq ft) solar projects (500 panels or less) unless other wise covered under this agreement, lighting retrofits (when not associated with remodels involving branch re-circuiting) Lighting retrofits shall be defined as the changing of lamps and ballasts in existing light fixtures and shall also include the one for one replacement of existing fixtures. This rate covers both Commercial and Industrial. High work a premium rate of shall be paid at (3%) per hour for all work performed over (30') free-fall and for work in a mine. Line work is excluded.

## Prevailing Wage Rates - Skilled Crafts

### Details

<b>Union</b>	<b>Change#</b>	<b>Craft</b>	<b>Effective Date</b>	<b>Posted Date</b>
Electrical Local 306 Lightning Rod	LCN01-2023ib	Electrical	08/30/2023	08/30/2023

### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate	
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)			
Electrical Lightning Protection Installer	\$33.15	\$7.75	\$0.99	\$0.00	\$3.90	\$1.99	\$0.00	\$0.00	\$0.00	\$47.78	\$64.36	
Trainee Experience Level	Percent	BHR										
1st Day- 6 months	50.020000	\$16.58	\$7.75	\$0.50	\$0.00	\$0.44	\$0.99	\$0.00	\$0.00	\$0.00	\$26.26	\$34.55
2nd 6 months	55.000000	\$18.23	\$7.75	\$0.55	\$0.00	\$0.49	\$1.09	\$0.00	\$0.00	\$0.00	\$28.11	\$37.23
3rd 6 months	60.000000	\$19.89	\$7.75	\$0.60	\$0.00	\$0.97	\$1.19	\$0.00	\$0.00	\$0.00	\$30.40	\$40.35
4th 6 months	65.000000	\$21.55	\$7.75	\$0.65	\$0.00	\$1.05	\$1.29	\$0.00	\$0.00	\$0.00	\$32.29	\$43.06
3rd Year	70.020000	\$23.21	\$7.75	\$0.70	\$0.00	\$1.65	\$1.39	\$0.00	\$0.00	\$0.00	\$34.70	\$46.31
4th Year	80.000000	\$26.52	\$7.75	\$0.80	\$0.00	\$1.89	\$1.59	\$0.00	\$0.00	\$0.00	\$38.55	\$51.81
5th Year	90.020000	\$29.84	\$7.75	\$0.90	\$0.00	\$2.12	\$1.79	\$0.00	\$0.00	\$0.00	\$42.40	\$57.32

### Special Calculation Note

### Ratio

1 Journeyman to 1 Trainee

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

Medina\*, Portage\*, Summit, Wayne\*

### Special Jurisdictional Note

In Medina County the following townships are included: (Brunswick, Chatham, Granger, Guilford, Harrisville, Hinckley, Homer, Lafayette, Medina, Montville, Sharon, Spencer, Wadsworth, Westfield and York). In Portage County the following townships are included: (Atwater, Aurora, Brimfield, Deerfield, Franklin, Mantua, Randolph, Ravenna, Rootstown, Shalersville, Streetsboro and Suffield). In Wayne County the following townships are included: (Baughman, Cannaan, Chester, Chippewa, Congress, Green, Milton, and Wayne).

### Details

## Prevailing Wage Rates - Skilled Crafts

### Details

<b>Union</b>	<b>Change#</b>	<b>Craft</b>	<b>Effective Date</b>	<b>Posted Date</b>
Electrical Local 306 Voice Data Video	LCN01-2025ib	Electrical	03/05/2025	03/05/2025

### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate	
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)			
Journeyman Tech	\$29.23	\$9.90	\$0.92	\$0.46	\$1.32	\$3.30	\$0.52	\$0.00	\$0.00	\$45.65	\$60.27	
Cable Puller	\$16.95	\$7.30	\$0.53	\$0.25	\$0.76	\$0.53	\$0.52	\$0.00	\$0.00	\$26.84	\$35.32	
Journeyman Tech w/ BICSI copper OR fiber training	\$30.40	\$9.90	\$0.95	\$0.48	\$1.37	\$3.30	\$0.52	\$0.00	\$0.00	\$46.92	\$62.12	
Journeyman/Tech w/ BICSI copper AND fiber training	\$30.98	\$9.90	\$0.97	\$0.49	\$1.39	\$3.30	\$0.52	\$0.00	\$0.00	\$47.55	\$63.04	
Journeyman Tech w/ BICSI Tech	\$31.57	\$9.90	\$0.99	\$0.49	\$1.42	\$3.30	\$0.52	\$0.00	\$0.00	\$48.19	\$63.98	
<b>Apprentice</b>	<b>Percent</b>	<b>BHR</b>										
1st Period	65.000000	\$19.00	\$7.30	\$0.56	\$0.30	\$0.85	\$0.56	\$0.52	\$0.00	\$0.00	\$29.09	\$38.59
2nd Period	70.000000	\$20.46	\$7.30	\$0.64	\$0.32	\$0.92	\$0.64	\$0.52	\$0.00	\$0.00	\$30.80	\$41.03
3rd Period	80.000000	\$23.38	\$7.30	\$0.73	\$0.37	\$1.05	\$0.73	\$0.52	\$0.00	\$0.00	\$34.08	\$45.78
4th Period	85.000000	\$24.85	\$7.30	\$0.78	\$0.39	\$1.12	\$0.78	\$0.52	\$0.00	\$0.00	\$35.74	\$48.16

### Special Calculation Note

Other is Retiree Health Fund.

### Ratio

1 Journeyman to 1 Apprentice

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

Medina\*, Portage\*, Summit, Wayne\*

### Special Jurisdictional Note

In Medina County the following townships are included: Brunswick, Chatham, Granger, Guilford, Harrisville, Hinckley, Homer, Lafayette, Medina, Montville, Sharon, Spencer, Wadsworth, Westfield and York. In Portage County the following townships are included: Atwater, Aurora, Brimfield, Deerfield, Franklin, Mantua, Randolph, Ravenna, Rootstown, Shalersville, Streetsboro and Suffield. In Wayne County the following townships are included: Baughman, Cannaan, Chester, Chippewa, Congress, Green, Milton, and Wayne.

### Details

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

## Prevailing Wage Rates - Skilled Crafts

### Details

<b>Union</b>	<b>Change#</b>	<b>Craft</b>	<b>Effective Date</b>	<b>Posted Date</b>
Electrical Local 71 High Tension Pipe Type Cable	LCN01-2026b	Electrical	01/07/2026	01/07/2026

### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Electrical Lineman	\$54.94	\$7.50	\$1.65	\$0.55	\$0.00	\$13.19	\$1.00	\$0.00	\$0.00	\$78.83	\$106.30
Certified Lineman Welder	\$54.94	\$7.50	\$1.65	\$0.55	\$0.00	\$13.19	\$1.00	\$0.00	\$0.00	\$78.83	\$106.30
Certified Cable Splicer	\$54.94	\$7.50	\$1.65	\$0.55	\$0.00	\$13.19	\$1.00	\$0.00	\$0.00	\$78.83	\$106.30
Operator A	\$49.20	\$7.50	\$1.48	\$0.49	\$0.00	\$11.81	\$1.00	\$0.00	\$0.00	\$71.48	\$96.08
Operator B	\$43.52	\$7.50	\$1.31	\$0.44	\$0.00	\$10.44	\$1.00	\$0.00	\$0.00	\$64.21	\$85.97
Operator C	\$34.93	\$7.50	\$1.05	\$0.35	\$0.00	\$8.38	\$1.00	\$0.00	\$0.00	\$53.21	\$70.67
Groundman 0-12 months Exp	\$27.47	\$7.50	\$0.82	\$0.27	\$0.00	\$6.59	\$1.00	\$0.00	\$0.00	\$43.65	\$57.38
Groundman 0-12 months Exp w/CDL	\$30.22	\$7.50	\$0.91	\$0.30	\$0.00	\$7.25	\$1.00	\$0.00	\$0.00	\$47.18	\$62.29
Groundman 1 yr or more	\$30.22	\$7.50	\$0.91	\$0.30	\$0.00	\$7.25	\$1.00	\$0.00	\$0.00	\$47.18	\$62.29
Groundman 1 yr or more w/CDL	\$35.71	\$7.50	\$1.07	\$0.36	\$0.00	\$8.57	\$1.00	\$0.00	\$0.00	\$54.21	\$72.06
Equipment Mechanic A	\$43.52	\$7.50	\$1.31	\$0.44	\$0.00	\$10.44	\$1.00	\$0.00	\$0.00	\$64.21	\$85.97
Equipment Mechanic B	\$39.22	\$7.50	\$1.18	\$0.39	\$0.00	\$9.41	\$1.00	\$0.00	\$0.00	\$58.70	\$78.31
Equipment Mechanic C	\$34.92	\$7.50	\$1.05	\$0.35	\$0.00	\$8.38	\$1.00	\$0.00	\$0.00	\$53.20	\$70.66
X-Ray Technician	\$54.94	\$7.50	\$1.65	\$0.55	\$0.00	\$13.19	\$1.00	\$0.00	\$0.00	\$78.83	\$106.30
<b>Apprentice</b>	<b>Percent</b>	<b>BHR</b>									
1st 1000 hrs	60.000000	\$32.96	\$7.50	\$0.99	\$0.33	\$0.00	\$7.91	\$1.00	\$0.00	\$50.69	\$67.17
2nd 1000 hrs	65.000000	\$35.71	\$7.50	\$1.07	\$0.36	\$0.00	\$8.57	\$1.00	\$0.00	\$54.21	\$72.06
3rd 1000 hrs	70.000000	\$38.46	\$7.50	\$1.15	\$0.38	\$0.00	\$9.23	\$1.00	\$0.00	\$57.72	\$76.95
4th 1000 hrs	75.000000	\$41.20	\$7.50	\$1.24	\$0.41	\$0.00	\$9.89	\$1.00	\$0.00	\$61.24	\$81.84
5th 1000 hrs	80.000000	\$43.95	\$7.50	\$1.32	\$0.44	\$0.00	\$10.55	\$1.00	\$0.00	\$64.76	\$86.74
6th 1000 hrs	85.000000	\$46.70	\$7.50	\$1.39	\$0.47	\$0.00	\$11.21	\$1.00	\$0.00	\$68.27	\$91.62
7th 1000 hrs	90.000000	\$49.45	\$7.50	\$1.48	\$0.49	\$0.00	\$11.87	\$1.00	\$0.00	\$71.79	\$96.52

### Special Calculation Note

Other is Health Reimbursement Account

### Ratio

1 Journeyman to 1 Apprentice

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

Adams, Ashland, Ashtabula, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Cuyahoga, Darke, Delaware, Fairfield, Fayette, Franklin, Gallia, Geauga, Greene, Guernsey, Hamilton, Harrison, Highland, Hocking, Holmes, Jackson, Jefferson, Knox, Lake, Lawrence, Licking, Logan, Lorain, Madison, Mahoning, Marion, Medina, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Pike, Portage, Preble, Richland, Ross, Scioto, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Vinton, Warren, Washington, Wayne

### Special Jurisdictional Note

### Details

Operator "A": John Henry Rock Drill, D-6 (or equivalent) and above, Trackhoe Digger, (320 Track excavator), Cranes (greater than 25 tons and less than 45 tons).  
 Operator "B": Cranes (greater than 6 tons and up to 25 tons), Backhoes, Road Tractor, Dozer up to D-5, Pressure Digger- wheeled or tracked, all Tension wire Stringing equipment.  
 Operator "C": Trench, Backhoe, Riding type vibratory Compactor, Ground Rod Driver, Boom Truck (6 ton & below), Skid Steer Loaders, Material Handler.

#### Special Notes:

When Cable Splicer helpers are used, they must be a Journeyman Lineman.

Pipe installation, holiday testing, welding, cable splicing operation of vacuum pumps and cable pulling equipment and all work requiring the use of hand tools shall be done by Journeymen and Apprentices. Pipe coating, manhole preparations and conditioning, nitrogen connections and flowmeter installation shall be done by or under the direct supervision of a Journeyman.

At least two (2) Journeyman Linemen in addition to certified lineman welders shall be employed to install high voltage pipe.

When pulling cable, at least six (6) of the workmen shall be no less than Journeyman classifications. When pumping oil, only Journeyman Lineman or equipment operators shall be permitted to operate degasifying and oil pumping equipment

## Prevailing Wage Rates - Skilled Crafts

### Details

<b>Union</b>	<b>Change#</b>	<b>Craft</b>	<b>Effective Date</b>	<b>Posted Date</b>
Electrical Local 71 Outside (North Central Ohio)	LCN01-2025ib	Electrical	06/04/2025	06/04/2025

### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate	
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)			
Electrical Lineman	\$46.03	\$7.50	\$1.38	\$0.46	\$0.00	\$9.20	\$0.50	\$0.00	\$0.00	\$65.07	\$88.09	
Traffic Signal & Lighting Journeyman	\$44.43	\$7.50	\$1.33	\$0.44	\$0.00	\$8.89	\$0.50	\$0.00	\$0.00	\$63.09	\$85.31	
Equipment Operator	\$40.44	\$7.50	\$1.21	\$0.40	\$0.00	\$8.09	\$0.50	\$0.00	\$0.00	\$58.14	\$78.36	
Groundman 0-12 months (W/O CDL)	\$24.52	\$7.50	\$0.74	\$0.25	\$0.00	\$4.90	\$0.50	\$0.00	\$0.00	\$38.41	\$50.67	
Groundman 0-12 months (W/CDL) plus	\$26.78	\$7.50	\$0.80	\$0.27	\$0.00	\$5.36	\$0.50	\$0.00	\$0.00	\$41.21	\$54.60	
Groundsman greater than 1 Year (W/CDL)	\$29.07	\$7.50	\$0.87	\$0.29	\$0.00	\$5.81	\$0.50	\$0.00	\$0.00	\$44.04	\$58.58	
Traffic Signal Apprentices												
1st 1,000 hours	\$26.66	\$7.50	\$0.80	\$0.27	\$0.00	\$5.33	\$0.50	\$0.00	\$0.00	\$41.06	\$54.39	
2nd 1,000 hours	\$28.88	\$7.50	\$0.87	\$0.29	\$0.00	\$5.78	\$0.50	\$0.00	\$0.00	\$43.82	\$58.26	
3rd 1,000 hours	\$31.10	\$7.50	\$0.93	\$0.31	\$0.00	\$6.22	\$0.50	\$0.00	\$0.00	\$46.56	\$62.11	
4th 1,000 hours	\$33.32	\$7.50	\$1.00	\$0.33	\$0.00	\$6.66	\$0.50	\$0.00	\$0.00	\$49.31	\$65.97	
5th 1,000 hours	\$35.54	\$7.50	\$1.07	\$0.36	\$0.00	\$7.11	\$0.50	\$0.00	\$0.00	\$52.08	\$69.85	
6th 1,000 hours	\$39.99	\$7.50	\$1.20	\$0.40	\$0.00	\$8.00	\$0.50	\$0.00	\$0.00	\$57.59	\$77.59	
Apprentice Lineman	Percent	BHR										
1st 1,000 Hours	60.000000	\$27.62	\$7.50	\$0.83	\$0.28	\$0.00	\$5.52	\$0.50	\$0.00	\$0.00	\$42.25	\$56.06
2nd 1,000 Hours	65.000000	\$29.92	\$7.50	\$0.90	\$0.30	\$0.00	\$5.98	\$0.50	\$0.00	\$0.00	\$45.10	\$60.06
3rd 1,000 Hours	70.000000	\$32.22	\$7.50	\$0.97	\$0.32	\$0.00	\$6.44	\$0.50	\$0.00	\$0.00	\$47.95	\$64.06
4th 1,000 Hours	75.000000	\$34.52	\$7.50	\$1.04	\$0.35	\$0.00	\$6.90	\$0.50	\$0.00	\$0.00	\$50.81	\$68.07
5th 1,000 Hours	80.000000	\$36.82	\$7.50	\$1.10	\$0.37	\$0.00	\$7.36	\$0.50	\$0.00	\$0.00	\$53.65	\$72.07
6th 1,000 Hours	85.000000	\$39.13	\$7.50	\$1.17	\$0.39	\$0.00	\$7.82	\$0.50	\$0.00	\$0.00	\$56.51	\$76.07
7th 1,000 Hours	90.000000	\$41.43	\$7.50	\$1.24	\$0.41	\$0.00	\$8.28	\$0.50	\$0.00	\$0.00	\$59.36	\$80.07

### Special Calculation Note

Other: Health Reimbursement Fund

### Ratio

1 Journeymen to 1 Apprentice

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

Belmont, Carroll, Harrison, Holmes, Jefferson, Medina, Portage, Stark, Summit, Wayne

### Special Jurisdictional Note

### Details

A groundman when directed shall assist a Journeyman in the performance of his/her work on the ground, including the use of hand tools. A Groundman under no circumstances shall climb poles, towers, ladders, or work from an elevated platform or bucket truck. No more than three (3) Groundmen shall work alone. Jobs with more than three Groundmen shall be supervised by a Groundcrew Foreman, Journeyman Lineman, Journeyman Traffic Signal Technician or an Equipment Operator. Scope of Work: installation and maintenance of highway and street lighting, highway and street sign lighting, electronic message boards and traffic control systems, camera systems, traffic signal work, substation and line construction including overhead and underground projects for private and industrial work as in accordance with the IBEW Constitution. This Agreement includes the operation of all tools and equipment necessary for the installation of the above projects.

## Prevailing Wage Rates - Skilled Crafts

### Details

<b>Union</b>	<b>Change#</b>	<b>Craft</b>	<b>Effective Date</b>	<b>Posted Date</b>
Electrical Local 71 Outside Utility Power	LCN01-2026ib	Electrical	01/07/2026	01/07/2026

### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate	
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)			
Electrical Lineman	\$52.03	\$7.50	\$1.56	\$0.52	\$0.00	\$12.49	\$1.00	\$0.00	\$0.00	\$75.10	\$101.12	
Substation Technician	\$52.03	\$7.50	\$1.56	\$0.50	\$0.00	\$12.49	\$1.00	\$0.00	\$0.00	\$75.08	\$101.09	
Cable Splicer	\$54.50	\$7.50	\$1.64	\$0.55	\$0.00	\$13.08	\$1.00	\$0.00	\$0.00	\$78.27	\$105.52	
Operator A	\$46.61	\$7.50	\$1.40	\$0.47	\$0.00	\$11.19	\$1.00	\$0.00	\$0.00	\$68.17	\$91.47	
Operator B	\$41.17	\$7.50	\$1.23	\$0.41	\$0.00	\$9.87	\$1.00	\$0.00	\$0.00	\$61.18	\$81.77	
Operator C	\$33.00	\$7.50	\$0.99	\$0.33	\$0.00	\$7.92	\$1.00	\$0.00	\$0.00	\$50.74	\$67.24	
Groundman 0-12 months Exp	\$26.02	\$7.50	\$0.78	\$0.26	\$0.00	\$6.24	\$1.00	\$0.00	\$0.00	\$41.80	\$54.81	
Groundman 0-12 months Exp w/CDL	\$28.62	\$7.50	\$0.86	\$0.29	\$0.00	\$6.87	\$1.00	\$0.00	\$0.00	\$45.14	\$59.45	
Groundman 1 yr or more	\$28.62	\$7.50	\$0.86	\$0.29	\$0.00	\$6.87	\$1.00	\$0.00	\$0.00	\$45.14	\$59.45	
Groundman 1 yr or more w/CDL	\$33.82	\$7.50	\$1.01	\$0.34	\$0.00	\$8.12	\$1.00	\$0.00	\$0.00	\$51.79	\$68.70	
Equipment Mechanic A	\$41.17	\$7.50	\$1.23	\$0.41	\$0.00	\$9.87	\$1.00	\$0.00	\$0.00	\$61.18	\$81.77	
Equipment Mechanic B	\$37.09	\$7.50	\$1.11	\$0.37	\$0.00	\$8.90	\$1.00	\$0.00	\$0.00	\$55.97	\$74.52	
Equipment Mechanic C	\$33.00	\$7.50	\$0.99	\$0.33	\$0.00	\$7.92	\$1.00	\$0.00	\$0.00	\$50.74	\$67.24	
Line Truck w/auger	\$36.40	\$7.50	\$1.09	\$0.36	\$0.00	\$8.71	\$1.00	\$0.00	\$0.00	\$55.06	\$73.26	
<b>Apprentice</b>	<b>Percent</b>	<b>BHR</b>										
1st 1000 hrs	60.000000	\$31.22	\$7.50	\$0.94	\$0.31	\$0.00	\$7.49	\$1.00	\$0.00	\$0.00	\$48.46	\$64.07
2nd 1000 hrs	65.000000	\$33.82	\$7.50	\$1.01	\$0.34	\$0.00	\$8.12	\$1.00	\$0.00	\$0.00	\$51.79	\$68.70
3rd 1000 hrs	70.000000	\$36.42	\$7.50	\$1.09	\$0.36	\$0.00	\$8.74	\$1.00	\$0.00	\$0.00	\$55.11	\$73.32
4th 1000 hrs	75.000000	\$39.02	\$7.50	\$1.17	\$0.39	\$0.00	\$9.37	\$1.00	\$0.00	\$0.00	\$58.45	\$77.96
5th 1000 hrs	80.000000	\$41.62	\$7.50	\$1.25	\$0.44	\$0.00	\$9.99	\$1.00	\$0.00	\$0.00	\$61.80	\$82.61
6th 1000 hrs	85.000000	\$44.23	\$7.50	\$1.33	\$0.44	\$0.00	\$10.61	\$1.00	\$0.00	\$0.00	\$65.11	\$87.22
7th 1000 hrs	90.000000	\$46.83	\$7.50	\$1.40	\$0.47	\$0.00	\$11.24	\$1.00	\$0.00	\$0.00	\$68.44	\$91.86

### Special Calculation Note

Other: Health Reimbursement Account

### Ratio

(1) Journeyman Lineman to (1) Apprentice

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

Adams, Ashland, Ashtabula, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Cuyahoga, Darke, Delaware, Fairfield, Fayette, Franklin, Gallia, Geauga, Greene, Guernsey, Hamilton, Harrison, Highland, Hocking, Holmes, Jackson, Jefferson, Knox, Lake, Lawrence, Licking, Logan, Lorain, Madison, Mahoning, Marion, Medina, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Pike, Portage, Preble, Richland, Ross, Scioto, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Vinton, Warren, Washington, Wayne

### Special Jurisdictional Note

### Details

Operator "A": John Henry Rock Drill, D-6 (or equivalent) and above, Trackhoe Digger, (320 Track excavator), Cranes (greater than 25 tons and less than 45 tons).  
 Operator "B": Cranes (greater than 6 tons and up to 25 tons), Backhoes, Road Tractor, Dozer up to D-5, Pressure Digger- wheeled or tracked, all Tension wire Stringing equipment.  
 Operator "C": Trench, Backhoe, Riding type vibratory Compactor, Ground Rod Driver, Boom Truck (6 ton & below), Skid Steer Loaders, Material Handler.

## Prevailing Wage Rates - Skilled Crafts

### Details

<b>Union</b>	<b>Change#</b>	<b>Craft</b>	<b>Effective Date</b>	<b>Posted Date</b>
Electrical Local 71 Underground Residential Distribution	LCN01-2026ib	Electrical	01/07/2026	01/07/2026

### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate	
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)			
URD Electrician	\$39.42	\$7.50	\$1.18	\$0.39	\$0.00	\$9.43	\$1.00	\$0.00	\$0.00	\$58.92	\$78.63	
Equipment Operator A	\$35.24	\$7.50	\$1.06	\$0.35	\$0.00	\$8.46	\$1.00	\$0.00	\$0.00	\$53.61	\$71.23	
Equipment Operator B	\$32.34	\$7.50	\$0.97	\$0.32	\$0.00	\$7.76	\$1.00	\$0.00	\$0.00	\$49.89	\$66.06	
Directional Drill Locator	\$35.24	\$7.50	\$1.06	\$0.35	\$0.00	\$8.46	\$1.00	\$0.00	\$0.00	\$53.61	\$71.23	
Directional Drill Operator	\$32.34	\$7.50	\$0.97	\$0.32	\$0.00	\$7.76	\$1.00	\$0.00	\$0.00	\$49.89	\$66.06	
Groundman 0-12 months Exp	\$25.50	\$7.50	\$0.77	\$0.26	\$0.00	\$6.12	\$1.00	\$0.00	\$0.00	\$41.15	\$53.90	
Groundman 0-12 months Exp w/CDL	\$28.15	\$7.50	\$0.84	\$0.28	\$0.00	\$6.76	\$1.00	\$0.00	\$0.00	\$44.53	\$58.60	
Groundman 1 yr or more	\$28.15	\$7.50	\$0.84	\$0.28	\$0.00	\$6.76	\$1.00	\$0.00	\$0.00	\$44.53	\$58.60	
Groundman 1 yr or more w/CDL	\$33.47	\$7.50	\$1.00	\$0.33	\$0.00	\$8.03	\$1.00	\$0.00	\$0.00	\$51.33	\$68.06	
<b>Apprentice</b>	<b>Percent</b>	<b>BHR</b>										
1st 1000 hrs	80.000000	\$31.54	\$7.50	\$0.95	\$0.32	\$0.00	\$7.57	\$1.00	\$0.00	\$0.00	\$48.88	\$64.65
2nd 1000 hrs	85.000000	\$33.51	\$7.50	\$1.01	\$0.34	\$0.00	\$8.04	\$1.00	\$0.00	\$0.00	\$51.40	\$68.16
3rd 1000 hrs	90.000000	\$35.48	\$7.50	\$1.06	\$0.35	\$0.00	\$8.51	\$1.00	\$0.00	\$0.00	\$53.90	\$71.64
4th 1000 hrs	95.000000	\$37.45	\$7.50	\$1.12	\$0.37	\$0.00	\$8.99	\$1.00	\$0.00	\$0.00	\$56.43	\$75.16

### Special Calculation Note

Other: Health Reimbursement Account

### Ratio

(1) Journeyman Lineman to (1) Apprentice

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

Adams, Ashland, Ashtabula, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Cuyahoga, Darke, Delaware, Fairfield, Fayette, Franklin, Gallia, Geauga, Greene, Guernsey, Hamilton, Harrison, Highland, Hocking, Holmes, Jackson, Jefferson, Knox, Lake, Lawrence, Licking, Logan, Lorain, Madison, Mahoning, Marion, Medina, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Pike, Portage, Preble, Richland, Ross, Scioto, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Vinton, Warren, Washington, Wayne

### Special Jurisdictional Note

### Details

This work applies to projects designated for any outside Underground Residential Distribution construction work for electrical utilities, municipalities and rural electrification projects.

## Prevailing Wage Rates - Skilled Crafts

### Details

<b>Union</b>	<b>Change#</b>	<b>Craft</b>	<b>Effective Date</b>	<b>Posted Date</b>
Electrical Local 71 Voice Data Video Outside	LCN02-2024ib	Electrical	03/06/2024	03/06/2024

### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Electrical Installer Technician I	\$35.39	\$7.25	\$1.06	\$0.00	\$0.00	\$1.77	\$0.00	\$0.00	\$0.00	\$45.47	\$63.17
Installer Technician II	\$33.37	\$7.25	\$1.00	\$0.00	\$0.00	\$1.67	\$0.00	\$0.00	\$0.00	\$43.29	\$59.98
Installer Repairman	\$33.37	\$7.25	\$1.00	\$0.00	\$0.00	\$1.67	\$0.00	\$0.00	\$0.00	\$43.29	\$59.98
Equipment Operator II	\$24.98	\$7.25	\$0.75	\$0.00	\$0.00	\$1.25	\$0.00	\$0.00	\$0.00	\$34.23	\$46.72
Cable Splicer	\$35.39	\$7.25	\$1.06	\$0.00	\$0.00	\$1.77	\$0.00	\$0.00	\$0.00	\$45.47	\$63.17
Ground Driver W/CDL	\$16.69	\$7.25	\$0.50	\$0.00	\$0.00	\$0.83	\$0.00	\$0.00	\$0.00	\$25.27	\$33.62
Groundman	\$14.57	\$7.25	\$0.44	\$0.00	\$0.00	\$0.73	\$0.00	\$0.00	\$0.00	\$22.99	\$30.28
<b>Trainees</b>	<b>Percent</b>	<b>BHR</b>									
Trainee F	50.010000	\$17.70	\$7.25	\$0.53	\$0.00	\$0.89	\$0.00	\$0.00	\$0.00	\$26.37	\$35.22
Trainee E	58.000000	\$20.53	\$7.25	\$0.62	\$0.00	\$1.03	\$0.00	\$0.00	\$0.00	\$29.43	\$39.69
Trainee D	66.000000	\$23.36	\$7.25	\$0.70	\$0.00	\$1.17	\$0.00	\$0.00	\$0.00	\$32.48	\$44.16
Trainee C	74.000000	\$26.19	\$7.25	\$0.79	\$0.00	\$1.31	\$0.00	\$0.00	\$0.00	\$35.54	\$48.63
Trainee B	82.000000	\$29.02	\$7.25	\$0.87	\$0.00	\$1.45	\$0.00	\$0.00	\$0.00	\$38.59	\$53.10
Trainee A	90.000000	\$31.85	\$7.25	\$0.96	\$0.00	\$1.59	\$0.00	\$0.00	\$0.00	\$41.65	\$57.58

### Special Calculation Note

### Ratio

1 Trainee to 1 Journeyman

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

Adams, Ashland, Ashtabula, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Cuyahoga, Darke, Delaware, Fairfield, Fayette, Franklin, Gallia, Geauga, Greene, Guernsey, Hamilton, Harrison, Highland, Hocking, Holmes, Jackson, Jefferson, Knox, Lake, Lawrence, Licking, Logan, Lorain, Madison, Mahoning, Marion, Medina, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Pike, Portage, Preble, Richland, Ross, Scioto, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Vinton, Warren, Washington, Wayne

### Special Jurisdictional Note

### Details

**Cable Splicer:** Inspect and test lines or cables, analyze results, and evaluate transmission characteristics. Cover conductors with insulation or seal splices with moisture-proof covering. Install, splice, test, and repair cables using tools or mechanical equipment. This will include the splicing of fiber. **Installer Technician I:** Must know all aspects of telephone and cable work. This is to include aerial, underground, and manhole work. Must know how to climb and run bucket. Must have all the tools required to perform these tasks. Must be able to be responsible for the safety of the crew at all times. Must also have CDL license and have at least 5 years experience. **Installer Repairman:** Perform tasks of repairing, installing, and testing phone and CATV services. **Installer Technician II:** Have at least three years of telephone and CATV experience. Must have the knowledge of underground, aerial, and manhole work. Must be able to climb and operate bucket. Must have CDL. Must have all tools needed to perform these tasks. **Equipment Operator II:** Able to operate a digger derrick or bucket truck. Have at least 3 years of experience and must have a valid CDL license. **Groundman W/CDL:** Must have a valid CDL license and be able to perform tasks such as: climbing poles, pulling down guys, making up material, and getting appropriate tools for the job. Must have at least 5 year's experience. **Groundman:** Perform tasks such as: climbing poles, pulling down guys, making up material, and getting appropriate tools for the job. Experience 0-5 years.

## Prevailing Wage Rates - Skilled Crafts

### Details

<b>Union</b>	<b>Change#</b>	<b>Craft</b>	<b>Effective Date</b>	<b>Posted Date</b>
Elevator Local 45	LCN01-2026b	Elevator	03/18/2026	03/18/2026

### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate	
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)			
Elevator Mechanic	\$63.14	\$16.37	\$11.06	\$0.85	\$5.05	\$10.70	\$2.38	\$0.00	\$0.00	\$109.55	\$141.12	
Assistant. Mechanic	\$50.51	\$16.37	\$11.06	\$0.85	\$4.04	\$10.70	\$1.90	\$0.00	\$0.00	\$95.43	\$120.69	
Helper	\$44.20	\$16.37	\$11.06	\$0.85	\$3.54	\$10.70	\$1.66	\$0.00	\$0.00	\$88.38	\$110.48	
<b>Apprentice</b>	<b>Percent</b>	<b>BHR</b>										
0-6 months Probation	50.000000	\$31.57	\$0.00	\$0.00	\$0.00	\$1.89	\$0.00	\$0.00	\$0.00	\$33.46	\$49.25	
1st year	55.000000	\$34.73	\$16.37	\$11.06	\$0.85	\$2.08	\$10.70	\$1.31	\$0.00	\$0.00	\$77.10	\$94.47
2nd year	65.000000	\$41.04	\$16.37	\$11.06	\$0.85	\$2.46	\$10.70	\$1.55	\$0.00	\$0.00	\$84.03	\$104.55
3rd year	70.000000	\$44.20	\$16.37	\$11.06	\$0.85	\$2.65	\$10.70	\$1.66	\$0.00	\$0.00	\$87.49	\$109.59
4th year	80.000000	\$50.51	\$16.37	\$11.06	\$0.85	\$3.03	\$10.70	\$1.90	\$0.00	\$0.00	\$94.42	\$119.68

### Special Calculation Note

Other: Holiday Pay

### Ratio

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

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

Ashland, Carroll, Columbiana, Coshocton, Harrison, Holmes, Mahoning, Medina, Portage, Richland, Stark, Summit, Trumbull, Tuscarawas, Wayne

### Special Jurisdictional Note

### Details

Vacation 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.

## Prevailing Wage Rates - Skilled Crafts

### Details

<b>Union</b>	<b>Change#</b>	<b>Craft</b>	<b>Effective Date</b>	<b>Posted Date</b>
Glazier Local 1162	LCN01-2025ib	Glazier	05/01/2025	04/30/2025

### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Glazier	\$32.87	\$7.75	\$7.04	\$0.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48.04	\$64.48
Apprentice	Percent	BHR									
1st Year	65.000000	\$21.37	\$7.75	\$7.04	\$0.38	\$0.00	\$0.00	\$0.00	\$0.00	\$36.54	\$47.22
2nd Year	75.000000	\$24.65	\$7.75	\$7.04	\$0.38	\$0.00	\$0.00	\$0.00	\$0.00	\$39.82	\$52.15
3rd Year	85.000000	\$27.94	\$7.75	\$7.04	\$0.38	\$0.00	\$0.00	\$0.00	\$0.00	\$43.11	\$57.08
4th Year	95.000000	\$31.23	\$7.75	\$7.04	\$0.38	\$0.00	\$0.00	\$0.00	\$0.00	\$46.40	\$62.01

### Special Calculation Note

### Ratio

1 Journeyman to 1 Apprentice

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

Ashland, Carroll, Coshocton, Holmes, Medina, Portage, Richland, Stark, Summit, Tuscarawas, Wayne

### Special Jurisdictional Note

### Details

Add \$1.25 per hour for High Pay which is all work that requires the employee be supported by equipment which hangs or suspends from the roof of a building or structure including all repelling .

## Prevailing Wage Rates - Skilled Crafts

### Details

<b>Union</b>	<b>Change#</b>	<b>Craft</b>	<b>Effective Date</b>	<b>Posted Date</b>
Ironworker Local 17	LCN01-2020fb	Ironworker	12/24/2020	12/24/2020

### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Ironworker	\$33.83	\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$0.00	\$59.04	\$75.96
<b>Apprentice</b>	<b>Percent</b>	<b>BHR</b>									
1st 6 Months	50.000000	\$16.92	\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$42.13	\$50.58
2nd 6 Months	55.000000	\$18.61	\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$43.82	\$53.12
2nd Year 1st 6 Months	70.000000	\$23.68	\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$48.89	\$60.73
2nd Year 2nd 6 Months	75.000000	\$25.37	\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$50.58	\$63.27
3rd Year 1st 6 Months	80.000000	\$27.06	\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$52.27	\$65.81
3rd Year 2nd 6 Months	85.000000	\$28.76	\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$53.97	\$68.34
4th Year 1st 6 Months	90.000000	\$30.45	\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$55.66	\$70.88
4th Year 2nd 6 Months	95.000000	\$32.14	\$7.94	\$10.00	\$0.67	\$2.10	\$4.50	\$0.00	\$0.00	\$57.35	\$73.42

### Special Calculation Note

No special calculations for this skilled craft wage rate are required at this time.

### Ratio

4 Journeymen to 1 Apprentice on Structural Work 3 Journeymen to 1 Apprentice on Rod Work 2 Journeymen to 1 Apprentice on Finishing, Steel Sash, Stairway and Ornamental Work 1 Apprentice for every Sheeting Gang 1 Journeymen to 2 Apprentice Roadway Signage and Sound Barriers 2 Journeymen to 2 Apprentice Unloading and Erection of Light Gauge Metal Trusses

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

Ashtabula, Cuyahoga, Erie, Geauga, Huron, Lake, Lorain, Medina, Portage, Summit

### Special Jurisdictional Note

West Boundary Line :Sandusky, Ohio: Boundary lines between Local 17 & Local 55 are as follows: Columbus Ave north to Sandusky Bay (and/or Lake Erie): Columbus Ave South to present Route 4: Route 4 South to present Route 99: from Route 99 south to old Route 224-all territory to the west of the boundary line to be the jurisdiction of Local 55.All territory to the East of the boundary line to be the jurisdiction of Local 17.Kelly's Island to be within jurisdiction of Local 17.All bridges,tunnels,viaducts,etc, relative to these boundary lines shall be the jurisdiction of Local 17 South Boundary Line:Canton, Ohio: Boundary lines between Local 17 & Local 550 are as follows: All territory north of old Route 224 line to be the jurisdiction of Local 17. All bridges,tunnels,viaducts,signs,etc, relative to old Route 224 line to be within the jurisdiction of Local 17. All territory south of old Route 224 line is to be within the jurisdiction of Local 550, except for everything within the city limits of Barberton which shall be the jurisdiction of Local 17. Reading from West to East: Route old 224 line: Greenwich Ave-Wooster Road or East Ave. Route old 224 line: New 224 line including Cloverleaf: East Waterloo Road: New 224 line-Attwood Road-Old 224. This will be considered to be the old Route 224 line,except for the city limits of Barberton, Ohio which shall be the jurisdiction of Local 17 Southeast Boundary : Between local 17 and Local 207 are as follows: West of a line from Middlefield to Shalersville to Deerfield, shall be under the jurisdiction of local 17. East of a line from Middlefield, to Shalersville to Deerfield, shall be under the jurisdiction of Local 207. Local 17 & Local 207 have agreed that the Ohio County of Ashtabula shall be as follows: Everything North of Route 6, starting at the Geauga County line, proceeding east to State Route 45, shall be under the jurisdiction of Local 17. Everything South, starting at the Geauga County line shall be under local 207. North Boundary: The East boundary line and the West boundary line continuing North halfway across Lake Erie.

### Details

## Prevailing Wage Rates - Skilled Crafts

### Details

<b>Union</b>	<b>Change#</b>	<b>Craft</b>	<b>Effective Date</b>	<b>Posted Date</b>
Labor Hwy 2	LCN02-2025ib	Laborer	06/11/2025	06/11/2025

### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Laborer Group 1	\$37.70	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$53.80	\$72.65
Group 2	\$37.87	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$53.97	\$72.91
Group 3	\$38.20	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$54.30	\$73.40
Group 4	\$38.65	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$54.75	\$74.08
Watch Person	\$32.00	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$0.00	\$48.10	\$64.10
<b>Apprentice</b>	<b>Percent</b>	<b>BHR</b>									
0-1000 hrs	80.000000	\$30.16	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$46.26	\$61.34
1001-2000 hrs	85.000000	\$32.05	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$48.15	\$64.17
2001-3000 hrs	90.000000	\$33.93	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$50.03	\$67.00
3001-4000 hrs	95.000000	\$35.82	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$51.92	\$69.82
More Than 4000 hrs	100.000000	\$37.70	\$8.60	\$4.45	\$0.45	\$0.00	\$2.50	\$0.00	\$0.10	\$53.80	\$72.65

### Special Calculation Note

Watchman has no Apprentices. Tunnel Laborer rate with air-pressurized add \$1.00 to the above wage rate. Commercial Driver's License – Any Laborer required to utilize a valid Commercial Driver's License (CDL), are in compliance with necessary FMCSA regulations and approved by the Contractor to operate a Commercial Motor Vehicle (CMV), shall be paid one dollar (\$1.00) per hour above the base rate for the entirety of their working shift.

### Ratio

1 Journeymen to 1 Apprentice 3 Journeymen to 1 Apprentice thereafter

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

Ashtabula, Erie, Huron, Lorain, Lucas, Mahoning, Medina, Ottawa, Portage, Sandusky, Stark, Summit, Trumbull, Wood

### Special Jurisdictional Note

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

### Details

Group 1 Laborer (Construction); Plant Laborer or Yardman, Right-of-way Laborer, Landscape Laborer, Highway Lighting Worker, Signalization Worker, (Swimming) Pool Construction Laborer, Utility Man, \*Bridge Man, Handyman, Joint Setter, Flagperson, Carpenter Helper, Waterproofing Laborer, Slurry Seal, Seal Coating, Surface Treatment or Road Mix Laborer, Riprap Laborer & Grouter, Asphalt Laborer, Dump Man (batch trucks), Guardrail & Fence Installer, Mesh Handler & Placer, Concrete Curing Applicator, Scaffold Erector, Sign Installer, Hazardous Waste (level D), Diver Helper, Zone Person and Traffic Control. \*Bridge Man will perform work as per the October 31, 1949, memorandum on concrete forms, by and between the United Brotherhood of Carpenters and Joiners of America and the Laborers' International Union of North America, which states in: "the moving, cleaning, oiling and carrying to the next point of erection, and the stripping of forms which are not to be re-used, and forms on all flat arch work shall be done by members of the Laborers' International Union of North America." Group 2 Asphalt Raker, Screwwoman or Paver, Concrete Puddler, Kettle Man (pipeline), All Machine-Driven Tools (Gas, Electric, Air), Mason Tender, Brick Paver, Mortar Mixer, Skid Steer, Sheeting & Shoring Person, Surface Grinder Person, Screedperson, Water Blast, Hand Held Wand, Power Buggy or Power Wheelbarrow, Paint Striper, Plastic fusing Machine Operator, Rodding Machine Operator, Pug Mill Operator, Operator of All Vacuum Devices Wet or Dry, Handling of all Pumps 4 inches and under (gas, air or electric), Diver, Form Setter, Bottom Person, Welder Helper (pipeline), Concrete Saw Person, Cutting with Burning Torch, Pipe Layer, Hand Spiker (railroad), Underground Person (working in sewer and waterline, cleaning, repairing and reconditioning), Tunnel Laborer (without air), Caisson, Cofferdam (below 25 feet deep), Air Track and Wagon Drill, Sandblaster Nozzle Person, Hazardous Waste (level B), \*\*\*Lead Abatement, Hazardous Waste (level C) \*\*\*Includes the erecting of structures for the removal, including the encapsulation and containment of Lead abatement process. Group 3 Blast and Powder Person, Muckers will be defined as shovel men working directly with the miners, Wrencher (mechanical joints & utility pipeline), Yarner, Top Lander, Hazardous Waste (level A), Concrete Specialist, Curb Setter and Cutter, Grade Checker, Concrete Crew in Tunnels. Utility pipeline Tappers, Waterline, Caulker, Signal Person will receive the rate equal to the rate paid the Laborer classification for which the Laborer is signaling. Group 4 Miner, Welder, Gunite Nozzle Person A.) The Watchperson shall be responsible to patrol and maintain a safe traffic zone including but not limited to barrels, cones, signs, arrow boards, message boards etc. The responsibility of a watchperson is to see that the equipment, job and office trailer etc. are secure.

## Prevailing Wage Rates - Skilled Crafts

### Details

Union	Change#	Craft	Effective Date	Posted Date
Labor Local 894 Building	LCN01-2025ib	Laborer	06/04/2025	06/04/2025

### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate	
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)			
Laborer Group 1	\$36.62	\$8.60	\$4.45	\$0.40	\$0.00	\$2.00	\$0.00	\$0.10	\$0.00	\$52.17	\$70.48	
Laborer Group 2	\$36.77	\$8.60	\$4.45	\$0.40	\$0.00	\$2.00	\$0.00	\$0.10	\$0.00	\$52.32	\$70.71	
Laborer Group 3	\$36.82	\$8.60	\$4.45	\$0.40	\$0.00	\$2.00	\$0.00	\$0.10	\$0.00	\$52.37	\$70.78	
Laborer Group 4	\$38.12	\$8.60	\$4.45	\$0.40	\$0.00	\$2.00	\$0.00	\$0.10	\$0.00	\$53.67	\$72.73	
Laborer Group 5	\$31.65	\$8.60	\$4.45	\$0.40	\$0.00	\$2.00	\$0.00	\$0.10	\$0.00	\$47.20	\$63.03	
<b>Apprentice</b>	<b>Percent</b>	<b>BHR</b>										
1st 1-1000 hrs	60.000000	\$21.97	\$8.60	\$4.45	\$0.40	\$0.00	\$2.00	\$0.00	\$0.10	\$0.00	\$37.52	\$48.51
2nd 1000-2000 hrs	70.000000	\$25.63	\$8.60	\$4.45	\$0.40	\$0.00	\$2.00	\$0.00	\$0.10	\$0.00	\$41.18	\$54.00
3rd 2000-3000 hrs	80.000000	\$29.30	\$8.60	\$4.45	\$0.40	\$0.00	\$2.00	\$0.00	\$0.10	\$0.00	\$44.85	\$59.49
4th 3000-4000 hrs	90.000000	\$32.96	\$8.60	\$4.45	\$0.40	\$0.00	\$2.00	\$0.00	\$0.10	\$0.00	\$48.51	\$64.99
More than 4000 hrs	100.000000	\$36.62	\$8.60	\$4.45	\$0.40	\$0.00	\$2.00	\$0.00	\$0.10	\$0.00	\$52.17	\$70.48

### Special Calculation Note

\$0.10 for LECET is for Labor Management

### Ratio

1 Apprentice to 1 Journeymen 1 Apprentice to 4 Journeymen

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

Medina, Portage, Summit

### Special Jurisdictional Note

### Details

Group 1 Building & Construction Laborer, Welder Helper, Carpenter Tender, Landscape Laborer, Mason Tender, Concrete Bucket Tender, Concrete & Construction Specialist, Asbestos Laborer, Toxic/Hazardous Waste Laborer, Lead Removal, Level D Group 2 Air Driven Boring Machine, Tamper Operator, Asphalt Raker, Paving Bed Maker, Concrete Puddler on Building Work, Concrete Batch Dumper, Materials Mixer, Wire Mesh Handler, Hook-up on Demolition Work, Scaffold Erector, Structural, Precast Erector, Power Tools - Air, Gas or Electric, Hazardous Waste Laborer, Lead Removal Level C Group 3 Pipe Layer, Rock Driller, Mucker-Tunnel, Burner, Form Setter, Power Saw Jackhammer, Bottom Man, Hod Carrier, Power Buggy or Power Wheelbarrow, Bob Cat, Skid Steer Work and or similar, Hazardous Waste Laborer, Lead Removal Level B Group 4 Gunnite Nozzle Man, Tunnel Miner, Water Link Caulker, Dynamite Man, Structural Precast Welder, Pump Hose Nozzle Man, Hazardous Waste Laborer, Lead Removal Level A Group 5 Watchman Hazardous Waste Removal and Lead Abatement: For Laborers, working in an exclusive or "hot" area with toxic or hazardous materials, one of the following personal protective equipment ensembles will be required. Level A When the area has been determined to contain extremely toxic contaminants or contaminants unknown but may be expected to be extremely toxic and/or immediately dangerous to life and health. This ensemble includes a fully encapsulated chemical suit, self contained breathing apparatus (SCBA) or airline fed respirator, and various types and numbers of boots and gloves; cool vests and voice-activated radios are optional equipment sometimes worn. Level B Protective equipment includes a chemically resistant splash suit and a SCBA or airline respirator. This ensemble is required when the situation is very hazardous, such as oxygen deficient atmospheres, IDLH atmospheres, or confined space entries, but the risk of skin exposure is not as great as in Level A situation. Level C Protective equipment includes a protective suit and an air purifying respirator (APR) with the appropriate filter canisters. The ensemble is used when the contaminants are reliably known not to be hazardous to the skin and not IDLH (Immediately Dangerous to Life or Health) and correct filter protection is available. Level D Protective Equipment to be worn only in established "safe zones" may consist of, from normal work clothes to normal skin protection such as gloves, face shields goggles, coveralls and occasionally respiratory protection.

## Prevailing Wage Rates - Skilled Crafts

### Details

Union	Change#	Craft	Effective Date	Posted Date
Operating Engineers - Building Local 18 - Zone I	LCN01-2025b	Operating Engineer	05/01/2025	04/30/2025

### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (%)	MISC (%)		
Operator Group A	\$47.33	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$64.23	\$87.90
Operator Group B	\$47.23	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$64.13	\$87.75
Operator Group C	\$46.19	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.09	\$86.19
Operator Group D	\$44.97	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.87	\$84.36
Operator Group E	\$39.68	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$56.58	\$76.42
Master Mechanic	\$48.33	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$65.23	\$89.40
Lift Director	\$48.33	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$65.23	\$89.40
Crane 150'-180'	\$47.83	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$64.73	\$88.65
Crane 180'-249"	\$48.33	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$65.23	\$89.40
Crane 250' and over	\$48.58	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$65.38	\$89.67
<b>Apprentice</b>	<b>Percent</b>	<b>BHR</b>									
1st Year	50.020000	\$23.67	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.10	\$40.57	\$52.41
2nd Year	60.000000	\$28.40	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.10	\$45.30	\$59.50
3rd Year	70.000000	\$33.13	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.10	\$50.03	\$66.60
4th Year	80.000000	\$37.86	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.10	\$54.76	\$73.70
<b>Field Mechanic Trainee</b>											
1st Year	60.000000	\$28.40	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.10	\$45.30	\$59.50
2nd Year	70.000000	\$33.13	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.10	\$50.03	\$66.60
3rd Year	80.000000	\$37.86	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.10	\$54.76	\$73.70
4th Year	90.000000	\$42.60	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.10	\$59.50	\$80.80

### Special Calculation Note

Other: Education & Safety Fund Misc: National Training Fund

### Ratio

For every (3) Operating Engineer Journeymen employed by the company, there may be employed (1) Registered Apprentice or Trainee Engineer through the referral when they are available. An Apprentice, while employed as part of a crew per Article VIII, paragraph 77 will not be subject to the apprenticeship ratios in this collective bargaining agreement

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

Summit, Portage

### Special Jurisdictional Note

### Details

\*\*Apprentices will receive a 10% increase on top of the percentages listed above provided they are operating mobile equipment. Group A- Barrier Moving Machines; Boiler Operators or Compressor Operators, when compressor or boiler is mounted on crane (Piggyback Operation); Boom Trucks (all types); Cableways Cherry Pickers; Combination - Concrete Mixers & Towers; All Concrete Pumps with Booms; Cranes (all types); Compact Cranes, track or rubber over 4,000 pounds capacity; Cranes self-erecting, stationary, track or truck (all configurations); Derricks (all types); Draglines; Dredges (dipper, clam or suction) 3-man crew; Elevating Graders or Euclid Loaders; Floating Equipment; Forklift (rough terrain with winch/hoist); Gradalls; Helicopter Operators, hoisting building materials; Helicopter Winch Operators, Hoisting building materials; Hoes (All types); Hoists (with two or more drums in use); Horizontal Directional Drill; Hydraulic Gantry (lift system); Laser Finishing Machines; Laser Screed and like equipment; Lift Slab or Panel Jack Operators; Locomotives (all types); Maintenance Operator/Technician(Mechanic Operator/Technician and/or Welder); Mixers, paving (multiple drum); Mobile Concrete Pumps, with booms; Panelboards, (all types on site); Pile Drivers; Power Shovels; Prentice Loader; Rail Tamper (with automatic lifting and aligning device); Rotary Drills (all), used on caissons for foundations and sub-structure; Side Booms; Slip Form Pavers; Straddle Carriers (Building Construction on site); Trench Machines (over 24" wide); Tug Boats. Group B - Articulating/end dumps (minus \$4.00/hour from Group B rate); Asphalt Pavers; Bobcat-type and/or skid steer loader with hoe attachment greater than 7000 lbs; Bulldozers; CMI type Equipment; Concrete Saw, Vermeer-type; Endloaders; Hydro Milling Machine; Kolman-type Loaders (Dirt Loading); Lead Greasemen; Mucking Machines; Pettibone-Rail Equipment; Power Graders; Power Scoops; Power Scrapers; Push Cats, Rotomills (all), grinders and planers of all types. Group C - A-Frames; Air Compressors, Pressurizing Shafts or Tunnels; All Asphalt Rollers; Bobcat-type and/or Skid Steer Loader with or without attachments; Boilers (15 lbs. pressure and over); All Concrete Pumps (without booms with 5 inch system); Fork Lifts (except masonry); Highway Drills - all types (with integral power); Hoists (with one drum); House Elevators (except those automatic call button controlled), Buck Hoists, Transport Platforms, Construction Elevators; Hydro Vac/Excavator (when a second person is needed, the rate of pay will be "Class E"); Man Lifts; Material hoist/elevators; Mud Jacks; Pressure Grouting; Pump Operators (installing or operating Well Points or other types of Dewatering Systems); Pumps (4 inches and over discharge); Railroad Tie (Inserter/Remover); Rotovator (Lime-Soil Stabilizer); Submersible Pumps (4" and over discharge); Switch & Tie Tampers (without lifting and aligning device); Trench Machines (24" and under); Utility Operators. Group D - Backfillers and Tampers; Ballast Re-locator; Batch Plant Operators; Bar and Joint Installing Machines; Bull Floats; Burlap and Curing Machines; Clefplanes; Compressors, on building construction; Concrete Mixers, more than one bag capacity; Concrete Mixers, one bag capacity (side loaders); All Concrete Pumps (without boom with 4" or smaller system); Concrete Spreader, Conveyors, used for handling building materials; Crushers; Deckhands; Drum Fireman (in asphalt plants); Farm type tractors pulling attachments; Finishing Machines; Form Trenchers; Generators; Gunite Machines; Hydro-seeders; Pavement Breakers (hydraulic or cable); Post Drivers; Post Hole Diggers; Pressure Pumps (over 1/2" discharge); Road Widening Trenchers; Rollers (except asphalt); Self-propelled sub-graders; Shotcrete Machines; Tire Repairmen; Tractors, pulling sheepfoot post roller or grader; VAC/ALLS; Vibratory Compactors, with integral power; Welders. Group E - Allen Screed Paver (concrete); Boilers (less than 15 lbs. pressure); Cranes-Compact, track or rubber (under 4,000 pounds capacity); Directional Drill "Locator"; Fueling and greasing +\$3.00; Inboard/outboard Motor Boat Launches; Light Plant Operators; Masonry Fork Lifts; Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalperson, Submersible Pumps (under 4" discharge). Master Mechanics - Master Mechanic Cranes 150' - 180' - Boom & Jib 150 - 180 feet Cranes 180' - 249' - Boom & Jib 180 - 249 feet Cranes 250' and over - Boom & Jib 250-feet or over

## Prevailing Wage Rates - Skilled Crafts

### Details

<b>Union</b> Operating Engineers - Hwy Zone I	<b>Change#</b> LCN01-2025ib	<b>Craft</b> Operating Engineer	<b>Effective Date</b> 05/01/2025	<b>Posted Date</b> 04/30/2025
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### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate	
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)			
Operator Class A	\$47.33	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$64.23	\$87.90	
Operator Class B	\$47.23	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$64.13	\$87.75	
Operator Class C	\$46.19	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$63.09	\$86.19	
Operator Class D	\$44.97	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$61.87	\$84.36	
Operator Class E	\$39.68	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$56.58	\$76.42	
Master Mechanic	\$48.33	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$65.23	\$89.40	
Lift Director	\$48.33	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$65.23	\$89.40	
Crane and Mobile Concrete Pump 150' - 179'	\$47.83	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$64.73	\$88.65	
Crane and Mobile Concrete Pump 180' - 249'	\$48.33	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$65.23	\$89.40	
Crane and Mobile Concrete Pump 250' and Over	\$48.58	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$65.48	\$89.77	
<b>Apprentice</b>	<b>Percent</b>	<b>BHR</b>										
1st Year	50.000000	\$23.67	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$40.57	\$52.40
2nd Year	60.000000	\$28.40	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$45.30	\$59.50
3rd Year	70.000000	\$33.13	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$50.03	\$66.60
4th Year	80.000000	\$37.86	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$54.76	\$73.70
<b>Field Mech Trainee</b>												
1st year	60.000000	\$28.40	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$45.30	\$59.50
2nd year	70.000000	\$33.13	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$50.03	\$66.60
3rd year	80.000000	\$37.86	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$54.76	\$73.70
4th year	90.000000	\$42.60	\$9.51	\$6.25	\$0.95	\$0.00	\$0.00	\$0.09	\$0.00	\$0.10	\$59.50	\$80.80

### Special Calculation Note

Other: Education & Safety Fund Misc: National Training

### Ratio

For every (3) Operating Engineer Journeymen employed by the company, there may be employed (1) Registered Apprentice or Trainee Engineer through the referral when they are available. An Apprentice, while employed as part of a crew per Article VIII, paragraph 6B will not be subject to the apprenticeship ratios in this collective bargaining agreement

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

Ashtabula, Cuyahoga, Erie, Geauga, Lake, Lorain, Medina, Portage, Summit

### Special Jurisdictional Note

### Details

\*\*Apprentices will receive a 10% increase on top of the percentages listed above provided they are operating mobile equipment. Class A - Air Compressors on Steel Erection; Asphalt Plant Engineers (Cleveland District Only); Barrier Moving Machine; Boiler Operators, Compressor Operators, or Generators, when mounted on a rig; Boom Trucks (all types); Cableways; Cherry Pickers; Combination- Concrete Mixers & Towers; Concrete Plants (over 4 yd capacity); Concrete Pumps; Cranes (all types); Compact Cranes track or rubber over 4,000 pounds capacity; Cranes self-erecting stationary, track or truck; Derricks (all types); Draglines; Dredges dipper, clam or suction; Elevating Graders or Euclid Loaders; Floating Equipment (all types); Gradalls; Helicopter Crew (Operator-hoist or winch); Hoers (all types); Hoisting Engines; Hoisting Engines, on shaft or tunnel work; Hydraulic Gantry (lifting system); Industrial-type Tractors; Jet Engine Dryer (D8 or D9) diesel Tractors; Locomotives (standard gauge); Maintenance Operators/Technicians (class A); Mixers, paving (single or double drum); Mucking Machines; Multiple Scrapers; Piledriving Machines (all types); Power Shovels, Prentice Loader, Quad 9 (double pusher); Rail Tamper (with automatic lifting and aligning device); Refrigerating Machines (freezer operation); Rotary Drills, on caisson work; Rough Terrain Fork Lift with winch/hoist; Side Booms; Slip Form Pavers; Survey Crew Party Chiefs; Tower Derricks; Tree Shredders; Trench Machines (over 24" wide); Truck Mounted Concrete Pumps; Tug Boats; Tunnel Machines and /or Mining Machines; Wheel Excavators. Class B - Asphalt Pavers; Automatic Subgrade Machines, self-propelled (CMI-type); Bobcat-type and /or Skid Steer Loader with hoe attachment greater than 7000 lbs.; Boring Machine Operators (more than 48 inches); Bulldozers; Concrete Saws, Vermeer type; Endloaders; Horizontal Directional Drill (50,000 ft. lbs. thrust and over); Hydro Milling Machine; Kolman-type Loaders (production type-dirt); Lead Greasemen; Lighting and Traffic Signal Installation Equipment includes all groups or classifications; Maintenance Operators/Technicians, Class B; Material Transfer Equipment (shuttle buggy) Asphalt; Pettibone-Rail Equipment; Power Graders; Power Scrapers; Push Cats; Rotomills (all), Grinders and Planners of all types, Groovers (excluding walk-behinds); Trench Machines (24 inch wide and under). Class C - A-Frames; Air Compressors, on tunnel work (low Pressure); Articulating/straight bed end dumps if assigned (minus \$4.00 per hour); Asphalt Plant Engineers (Portage and Summit Counties only); Bobcat-type and/or skid steer loader with or without attachments; Drones; Highway Drills (all types); HydroVac/Excavator (when a second person is needed, the rate of pay will be "Class E"); Locomotives (narrow gauge); Material Hoist/Elevators; Mixers, concrete (more than one bag capacity); Mixers, one bag capacity (side loader); Power Boilers (over 15 lbs. pressure); Pump Operators (installing or operating well Points); Pumps (4 inch and over discharge); Railroad Tie Inserter/Remover; Rollers, Asphalt; Rotovator (lime-soil Stabilizer); Switch & Tie Tamper (without lifting and aligning device); Utilities Operators, (small equipment); Welding Machines and Generators. Class D - Backfillers and Tamper; Ballast Re-locator; Bar and Joint Installing Machines; Batch Plant Operators; Boring Machine Operators (48 inch or less); Bull Floats; Burlap and Curing Machines; Concrete Plants (capacity 4 yds. and under); Concrete Saws (multiple); Conveyors (highway); Crushers; Deckhands; Farm type tractors, with attachments (highway); Finishing Machines; Firemen, Floating Equipment (all types); Fork Lifts (highway), except masonry; Form Trenchers; Hydro Hammers; Hydro Seeders; Pavement Breakers (hydraulic or cable); Plant Mixers; Post Drivers; Post Hole Diggers; Power Brush Burners; Power Form Handling Equipment; Road Widening Trenchers; Rollers (brick, grade, macadam); Self-Propelled Power Spreaders; Self-Propelled Sub-Graders; Steam Firemen; Survey Instrument men; Tractors, pulling sheepfoot rollers or graders; Vibratory Compactors, with integral power. Class E - Compressors (portable, Sewer, Heavy and Highway); Cranes-Compact, track or rubber under 4,000 pound capacity; Drum Firemen (asphalt plant); Fueling and greasing (Primary Operator with Specialized CDL Endorsement Add \$3.00/hr); Generators; Inboard-Outboard Motor Boat Launches; Masonry Fork Lifts; Oil Heaters (asphalt plant); Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalperson; Survey Rodmen or Chalmers; Tire Repairmen; VAC/ALLS. Master Mechanic - Master Mechanic Cranes and Mobile Concrete Pumps 150' -179' - Boom & Jib 150' - 179 feet Cranes and Mobile Concrete Pumps 180' - 249' - Boom & Jib 180' - 249 feet Cranes and Mobile Concrete Pumps 250' and over - Boom & Jib 250 feet or over

## Prevailing Wage Rates - Skilled Crafts

### Details

<b>Union</b>	<b>Change#</b>	<b>Craft</b>	<b>Effective Date</b>	<b>Posted Date</b>
Painter Local 639 Sign and Display	LCN01-2025ib	Painter	06/18/2025	06/18/2025

### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Top Mechanic Class A	\$27.53	\$4.50	\$0.00	\$0.00	\$0.00	\$0.00	\$1.45	\$0.00	\$0.00	\$33.48	\$47.25
Top Mechanic Class B	\$27.53	\$4.50	\$0.75	\$0.00	\$0.53	\$0.00	\$1.45	\$0.00	\$0.00	\$34.76	\$48.53
Top Helper Class A	\$22.33	\$4.50	\$0.00	\$0.00	\$0.00	\$0.00	\$1.20	\$0.00	\$0.00	\$28.03	\$39.20
Top Helper Class B	\$22.33	\$4.50	\$0.75	\$0.00	\$0.43	\$0.00	\$1.20	\$0.00	\$0.00	\$29.21	\$40.38
Helper Class A	\$17.19	\$4.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.90	\$0.00	\$0.00	\$22.59	\$31.19
Helper Class B	\$17.19	\$4.50	\$0.75	\$0.00	\$0.30	\$0.00	\$0.90	\$0.00	\$0.00	\$23.64	\$32.24
New Hire (90 Days)	\$15.75	\$4.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.55	\$0.00	\$0.00	\$20.80	\$28.68

### Special Calculation Note

Other: Sick, Personal & Holiday Pay Swing Stage Rate: Employees shall receive a differential of \$1.50 per hour for all hours worked on scaffolds four sections or higher, including any boom lifts and swing stage scaffolds. In addition, the rigging and derigging of hanging/suspended swing stage systems and rappelling/bolson chair work of a single employee will qualify for \$1.50 differential, will be paid to a single lead Top Mechanic or single lead Top Helper on any given swing stage job, even when it includes multiple running rigs on a single jobsite.

### Ratio

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

Adams, Allen, Ashland, Ashtabula, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Cuyahoga, Darke, Defiance, Delaware, Erie, Fairfield, Fayette, Franklin, Fulton, Gallia, Geauga, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Huron, Jackson, Jefferson, Knox, Lake, Lawrence, Licking, Logan, Lorain, Lucas, Madison, Mahoning, Marion, Medina, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Ottawa, Paulding, Perry, Pickaway, Pike, Portage, Preble, Putnam, Richland, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne, Williams, Wood, Wyandot

### Special Jurisdictional Note

### Details

The work performed by employees covered by this rate shall include cleaning and refinishing of architectural metals using chemicals, solvents, coatings and hand-applied lacquer thinner, removing scratches from mirror finished metals, burnishing of bronze, statuary finishes on exterior and interior surfaces during the course of the restoration and maintenance of architectural metals, and other specialty metal finishing work, and the use of all tools required to perform such work, including but not limited to polishes, spray equipment and scaffolding. Class A: Less Than 1 Year of Service Class B: More Than 1 Year of Service Top Mechanic: Top Mechanic shall be responsible for ensuring the highest quality of workmanship by Helpers, and be highly competent and knowledgeable in the following areas: coatings, both solvent and waterborne, spraying ability, stainless steel, aluminum and bronze finishing, scaffolding and swing stage work. The Top Mechanic shall also be responsible for providing necessary training of employees in lower classifications and for directing all employees in his/her crew to perform their responsibilities in a productive and efficient manner. Top Helper: For existing Top Helpers at the time of this Agreement shall, in addition to performing the responsibilities of a Helper, be responsible and accountable for the setup, breakdown, safety and quality of the Company's product. Helper: A Helper shall be responsible for performing tasks in refinishing, compliance with safety procedures, setting up and breaking down job sites, setting up and breaking down scaffolding and swing stages, preparing surfaces for refinishing, including but not limited to masking and stripping, cleaning, oxidizing, polishing and scratch removal on various finishes.

## Prevailing Wage Rates - Skilled Crafts

### Details

<b>Union</b> Painter Local 639 Zone 1 Sign	<b>Change#</b> LCN01-2025ib	<b>Craft</b> Painter	<b>Effective Date</b> 07/30/2025	<b>Posted Date</b> 07/30/2025
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### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Class A: Painter Sign Erector Service/Pattern/Metal Fab/Neon	\$26.28	\$8.91	\$5.57	\$0.25	\$0.79	\$0.00	\$1.10	\$0.00	\$0.00	\$42.90	\$56.04
Class B: Painter Sign Erector/Service/Pattern/Metal Fab/Neon	\$26.28	\$8.91	\$5.57	\$0.25	\$1.58	\$0.00	\$1.10	\$0.00	\$0.00	\$43.69	\$56.83
Class C: Painter Sign Erector/Service/Pattern/Metal Fab/Neon	\$26.28	\$8.91	\$5.57	\$0.25	\$2.37	\$0.00	\$1.10	\$0.00	\$0.00	\$44.48	\$57.62
Class D: Painter Sign Erector/Service/Pattern/Metal Fab/Neon	\$26.28	\$8.91	\$5.57	\$0.25	\$3.15	\$0.00	\$1.10	\$0.00	\$0.00	\$45.26	\$58.40
Class A: Computer Operator, Router, Spray Painter/Wood	\$24.60	\$8.91	\$5.57	\$0.25	\$0.76	\$0.00	\$1.06	\$0.00	\$0.00	\$41.15	\$53.45
Class B: Computer Operator, Router, Spray Painter/Wood	\$24.60	\$8.91	\$5.57	\$0.25	\$1.51	\$0.00	\$1.06	\$0.00	\$0.00	\$41.90	\$54.20
Class C: Computer Operator, Router, Spray Painter/Wood	\$24.60	\$8.91	\$5.57	\$0.25	\$2.27	\$0.00	\$1.06	\$0.00	\$0.00	\$42.66	\$54.96
Class D: Computer Operator, Router, Spray Painter/Wood	\$24.60	\$8.91	\$5.57	\$0.25	\$3.03	\$0.00	\$1.06	\$0.00	\$0.00	\$43.42	\$55.72
Class A: Final Assembly, Helper	\$19.62	\$8.91	\$5.57	\$0.25	\$0.66	\$0.00	\$0.92	\$0.00	\$0.00	\$35.93	\$45.74
Class B: Final Assembly, Helper	\$19.62	\$8.91	\$5.57	\$0.25	\$1.32	\$0.00	\$0.92	\$0.00	\$0.00	\$36.59	\$46.40
Class C: Final Assembly, Helper	\$19.62	\$8.91	\$5.57	\$0.25	\$1.98	\$0.00	\$0.92	\$0.00	\$0.00	\$37.25	\$47.06
Class D: Final Assembly, Helper	\$19.62	\$8.91	\$5.57	\$0.25	\$2.64	\$0.00	\$0.92	\$0.00	\$0.00	\$37.91	\$47.72
<b>Apprentice</b>	<b>Percent</b>	<b>BHR</b>									
1-2000 hrs	50.000000	\$13.14	\$8.91	\$5.57	\$0.25	\$0.00	\$0.75	\$0.00	\$0.00	\$28.62	\$35.19
2001-3000 hrs	55.000000	\$14.45	\$8.91	\$5.57	\$0.25	\$0.56	\$0.79	\$0.00	\$0.00	\$30.53	\$37.75
3001-4000 hrs	60.000000	\$15.77	\$8.91	\$5.57	\$0.25	\$0.59	\$0.82	\$0.00	\$0.00	\$31.91	\$39.80
4001-5000 hrs	65.000000	\$17.08	\$8.91	\$5.57	\$0.25	\$1.22	\$0.86	\$0.00	\$0.00	\$33.89	\$42.43
5001-6000 hrs	70.000000	\$18.40	\$8.91	\$5.57	\$0.25	\$1.27	\$0.89	\$0.00	\$0.00	\$35.29	\$44.49
6001-7000 hrs	85.000000	\$22.34	\$8.91	\$5.57	\$0.25	\$1.43	\$1.00	\$0.00	\$0.00	\$39.50	\$50.67
7001-8000 hrs	90.000000	\$23.65	\$8.91	\$5.57	\$0.25	\$1.48	\$1.03	\$0.00	\$0.00	\$40.89	\$52.71

### Special Calculation Note

Other: Holiday Pay  
 Apprentice Pay Rate should be based on proper Classification.  
 Any employee working over 100 ft. above the ground shall receive \$1.00 per hour additional pay.

### Ratio

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

Ashland, Ashtabula, Cuyahoga, Geauga, Lake, Medina, Portage, Richland, Summit

### Special Jurisdictional Note

### Details

Class A Worker: More than 1 year but less than 2 years  
 Class B Worker: More than 2 years but less than 10 years  
 Class C Worker: More than 10 years but less than 20 years  
 Class D Worker: More than 20 years

## Prevailing Wage Rates - Skilled Crafts

### Details

<b>Union</b>	<b>Change#</b>	<b>Craft</b>	<b>Effective Date</b>	<b>Posted Date</b>
Roofer Local 88	LCN01-2025ib	Roofer	07/09/2025	07/09/2025

### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate	
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)			
Roofer	\$33.75	\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$56.42	\$73.30	
<b>HELPERS</b>												
Helper -500 Hrs. 1st 6 months	\$20.00	\$2.25	\$0.00	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$25.21	\$35.21	
Helper - 500 Hrs. 2nd 6 months	\$21.94	\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$44.61	\$55.58	
2nd year Helper	\$23.63	\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$46.30	\$58.12	
3rd year Helper	\$25.32	\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$47.99	\$60.65	
4th year Helper	\$27.00	\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$49.67	\$63.17	
5th year Helper	\$28.69	\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$51.36	\$65.71	
<b>Apprentice</b>												
	Percent	BHR										
1st 6 months w/500 hrs	65.000000	\$21.94	\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$44.61	\$55.58
2nd 6 months w/500 hrs	70.000000	\$23.63	\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$46.30	\$58.12
3rd 6 months w/500 hrs	75.020000	\$25.32	\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$47.99	\$60.65
4th 6 months w/500 hrs	80.000000	\$27.00	\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$49.67	\$63.17
5th 6 months w/500 hrs	85.020000	\$28.69	\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$51.36	\$65.71
6th 6 months w/500 hrs	90.000000	\$30.38	\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$53.05	\$68.24
7th 6 months w/500 hrs	95.020000	\$32.07	\$9.91	\$9.80	\$0.40	\$0.00	\$2.35	\$0.21	\$0.00	\$0.00	\$54.74	\$70.78

### Special Calculation Note

Other: \$0.07 Drug Education, \$0.05 Construction Industry Development Board, \$0.09 International Training Fund  
 Roofers working in any form of coal tar pitch, whether hot or cold, installing and/or removing will be paid \$.25 more per hour.

### Ratio

1 Journeyman to 1 Apprentice to 1 Helper  
 No helper shall be used on any one job unless 1 Journeyman and 1 Apprentice are working on said job

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

Ashland, Carroll, Coshocton, Crawford, Holmes, Huron, Lorain\*, Medina, Portage, Richland, Stark, Summit, Tuscarawas, Wayne

### Special Jurisdictional Note

Lorain County: South of the Turnpike

### Details

## Prevailing Wage Rates - Skilled Crafts

### Details

Union	Change#	Craft	Effective Date	Posted Date
Sheet Metal Local 33 (Akron)	LCN02-2025sks	Sheet Metal Worker	08/13/2025	08/13/2025

### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Sheet Metal Worker	\$37.66	\$10.00	\$13.86	\$0.95	\$0.00	\$8.00	\$0.00	\$0.00	\$0.00	\$70.47	\$89.30
Apprentice	Percent	BHR									
1st year	60.000000	\$22.60	\$10.00	\$4.91	\$0.19	\$0.00	\$0.00	\$0.00	\$0.00	\$37.70	\$48.99
2nd year	65.000000	\$24.48	\$10.00	\$6.58	\$0.95	\$0.00	\$4.00	\$0.00	\$0.00	\$46.01	\$58.25
3rd year	70.000000	\$26.36	\$10.00	\$6.99	\$0.95	\$0.00	\$4.00	\$0.00	\$0.00	\$48.30	\$61.48
4th year	80.000000	\$30.13	\$10.00	\$7.80	\$0.95	\$0.00	\$4.00	\$0.00	\$0.00	\$52.88	\$67.94

### Special Calculation Note

No special calculations for this skilled craft wage rate are required at this time.

### Ratio

- 1 Journeymen to 1 Apprentice
- 2 Journeymen to 1 Apprentice
- 3 Journeymen to 2 Apprentice
- 4 Journeymen to 2 Apprentice
- 5-7 Journeymen to 3 Apprentice
- 8-10 Journeymen to 4 Apprentice
- 11-13 Journeymen to 5 Apprentice
- 14-15 Journeymen to 6 Apprentice and maintaining a three to one apprentice ratio thereafter.

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

Ashland, Carroll, Coshocton, Crawford, Holmes, Medina, Portage, Richland, Stark, Summit, Tuscarawas, Wayne

### Special Jurisdictional Note

### Details

Scope of Work: This Agreement covers the rates of pay and conditions of employment of all employees of the Employer engaged in, but not limited to, the a) manufacture, fabrication, assembling, handling, erection, installation, dismantling, conditioning, adjustment, alteration, repairing and servicing of all ferrous or non-ferrous metal work and all other materials used in lieu thereof and of all HVAC systems, air-veyor systems, exhaust systems, and air handling systems regardless of material used, including the setting of all equipment and all reinforcements in connection therewith; (b) all lagging over insulation and all duct-lining; (c) testing, servicing, and balancing of all air-handling equipment and duct work; (d) the preparation of all shop and field sketches, whether manually drawn or computer assisted, used in fabrication and erection, including those taken from original architectural and engineering drawings or sketches, and (e) metal roofing; and (f) all other work included in the jurisdictional claims of Sheet Metal Worker's International Association. Industrial Door-Installation and service of overhead doors roll up doors, docks and dock leveling.

## Prevailing Wage Rates - Skilled Crafts

### Details

<b>Union</b>	<b>Change#</b>	<b>Craft</b>	<b>Effective Date</b>	<b>Posted Date</b>
Sheet Metal Local 33 Industrial Door	LCN01-2025ib	Sheet Metal Worker	08/01/2025	07/30/2025

### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate	
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)			
Sheet Metal Worker	\$26.53	\$8.71	\$5.66	\$0.19	\$0.00	\$2.61	\$0.61	\$0.00	\$0.00	\$44.31	\$57.58	
<b>Trainees</b>	<b>Percent</b>	<b>BHR</b>										
Probationary Period (60 Days)	52.000000	\$13.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13.80	\$20.70	
61st day -12 months	58.000000	\$15.39	\$8.71	\$1.96	\$0.19	\$0.00	\$1.68	\$0.35	\$0.00	\$0.00	\$28.28	\$35.98
2nd Year	68.000000	\$18.04	\$8.71	\$1.96	\$0.19	\$0.00	\$1.90	\$0.41	\$0.00	\$0.00	\$31.21	\$40.23
3rd Year	73.000000	\$19.37	\$8.71	\$1.96	\$0.19	\$0.00	\$2.05	\$0.45	\$0.00	\$0.00	\$32.73	\$42.41
4th Year	80.000000	\$21.22	\$8.71	\$1.96	\$0.19	\$0.00	\$2.17	\$0.49	\$0.00	\$0.00	\$34.74	\$45.35
5th Year	86.000000	\$22.82	\$8.71	\$1.96	\$0.19	\$0.00	\$2.31	\$0.52	\$0.00	\$0.00	\$36.51	\$47.92

### Special Calculation Note

Other: Holiday Pay

### Ratio

- 1-2 Journeyman to 1 Trainee
- 3-4 Journeymen to 2 Trainee
- 5-6 Journeymen to 3 Trainees
- 7-8 Journeymen to 4 Trainees
- 9-10 Journeymen to 5 Trainees
- 11-13 Journeymen to 6 Trainees
- 14-16 Journeymen to 7 Trainees
- 17-19 Journeymen to 8 Trainees
- Maintaining a 3 Journeymen to 1 Trainee ratio thereafter

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

Ashland, Ashtabula, Carroll, Columbiana, Coshocton, Crawford, Cuyahoga, Defiance, Erie, Fulton, Geauga, Hancock, Henry, Holmes, Huron, Lake, Lorain, Lucas, Mahoning, Medina, Ottawa, Paulding, Portage, Putnam, Richland, Sandusky, Seneca, Stark, Summit, Trumbull, Tuscarawas, Wayne, Williams, Wood

### Special Jurisdictional Note

### Details

## Prevailing Wage Rates - Skilled Crafts

### Details

<b>Union</b>	<b>Change#</b>	<b>Craft</b>	<b>Effective Date</b>	<b>Posted Date</b>
Sprinkler Fitter Local 669	LCR01-2025ib	Sprinkler Fitter	08/06/2025	08/06/2025

### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Sprinkler Fitter	\$48.28	\$12.40	\$7.40	\$0.54	\$0.00	\$7.74	\$0.00	\$0.00	\$0.00	\$76.36	\$100.50
<b>Apprentice</b>	<b>Percent</b>	<b>BHR</b>									
CLASS 1	50.000000	\$24.14	\$9.03	\$0.00	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$33.71	\$45.78
CLASS 2	56.000000	\$27.04	\$9.03	\$0.00	\$0.54	\$0.00	\$0.00	\$0.00	\$0.00	\$36.61	\$50.13
CLASS 3	61.000000	\$29.45	\$12.40	\$7.40	\$0.54	\$0.00	\$1.15	\$0.00	\$0.00	\$50.94	\$65.66
CLASS 4	65.000000	\$31.38	\$12.40	\$7.40	\$0.54	\$0.00	\$1.15	\$0.00	\$0.00	\$52.87	\$68.56
CLASS 5	69.000000	\$33.31	\$12.40	\$7.40	\$0.54	\$0.00	\$1.40	\$0.00	\$0.00	\$55.05	\$71.70
CLASS 6	75.000000	\$36.21	\$12.40	\$7.40	\$0.54	\$0.00	\$1.40	\$0.00	\$0.00	\$57.95	\$76.05
CLASS 7	79.000000	\$38.14	\$12.40	\$7.40	\$0.54	\$0.00	\$1.40	\$0.00	\$0.00	\$59.88	\$78.95
CLASS 8	84.000000	\$40.56	\$12.40	\$7.40	\$0.54	\$0.00	\$1.40	\$0.00	\$0.00	\$62.30	\$82.58
CLASS 9	89.000000	\$42.97	\$12.40	\$7.40	\$0.54	\$0.00	\$1.40	\$0.00	\$0.00	\$64.71	\$86.19
CLASS 10	93.000000	\$44.90	\$12.40	\$7.40	\$0.54	\$0.00	\$1.40	\$0.00	\$0.00	\$66.64	\$89.09

### Special Calculation Note

### Ratio

1 Journeyman to 1 Apprentice

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

Adams, Allen, Ashland, Ashtabula, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Darke, Defiance, Delaware, Erie, Fairfield, Fayette, Franklin, Fulton, Gallia, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Huron, Jackson, Jefferson, Knox, Lawrence, Licking, Logan, Lucas, Madison, Mahoning, Marion, Medina, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Ottawa, Paulding, Perry, Pickaway, Pike, Portage, Preble, Putnam, Richland, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne, Williams, Wood, Wyandot

### Special Jurisdictional Note

### Details

Sprinkler Fitter work shall consist of the installation, dismantling, maintenance, repairs, adjustments, and corrections of all fire protection and fire control systems including the unloading, handling by hand, power equipment and installation of all piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants and hydrant mains, standpipes and hose connections to sprinkler systems used in connection with sprinkler and alarm systems. Also all tanks and pumps connected thereto, also included shall be CO-2 and Cardox Systems, Dry Chemical Systems, Foam Systems and all other fire protection systems.

## Prevailing Wage Rates - Skilled Crafts

### Details

Union	Change#	Craft	Effective Date	Posted Date
Truck Driver Locals 20,40,92,100,175,284,348,377,637,697,908,9 57 - Bldg & HevHwy Class 1	LCN01-2025ib	Truck Driver	05/28/2025	05/28/2025

### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Truck Driver CLASS 1	\$34.26	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$53.51	\$70.64
Apprentice	Percent	BHR									
First 6 months	80.000000	\$27.41	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$46.66	\$60.36
7-12 months	85.000000	\$29.12	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$48.37	\$62.93
13-18 months	90.000000	\$30.83	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$50.08	\$65.50
19-24 months	95.000000	\$32.55	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$51.80	\$68.07
25-30 months	100.000000	\$34.26	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$53.51	\$70.64

### Special Calculation Note

### Ratio

3 Journeymen to 1 Apprentice

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

Adams, Allen, Ashland, Ashtabula, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Darke, Defiance, Delaware, Erie, Fairfield, Fayette, Franklin, Fulton, Gallia, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Huron, Jackson, Jefferson, Knox, Lawrence, Licking, Logan, Lorain, Lucas, Madison, Mahoning, Marion, Medina, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Ottawa, Paulding, Perry, Pickaway, Pike, Portage, Preble, Putnam, Richland, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne, Williams, Wood, Wyandot

### Special Jurisdictional Note

### Details

CLASS 1: Drivers on trucks, including but not limited to: 4-wheel service trucks; 4-wheel dump trucks; batch trucks; drivers on tandems; truck sweepers (not to include power sweepers and scrubbers) Drivers on tractor – trailer combinations including but not limited to the following: Semi-tractor trucks; pole trailers; ready-mix trucks; fuel trucks; all trucks five (5) axle and over; drivers on belly dumps; truck mechanics (when needed).

## Prevailing Wage Rates - Skilled Crafts

### Details

Union	Change#	Craft	Effective Date	Posted Date
Truck Driver Locals 20,40,92,100,175,284,348,377,637,697,908,9 57 - Bldg & HevHwy Class 2	LCN01-2025ib	Truck Driver	05/28/2025	05/28/2025

### Wage Rates

Classification	BHR	Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Truck Driver CLASS 2	\$35.26	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$54.51	\$72.14
Apprentice	Percent	BHR									
First 6 months	80.000000	\$28.21	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$47.46	\$61.56
7-12 months	85.000000	\$29.97	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$49.22	\$64.21
13-18 months	90.000000	\$31.73	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$50.98	\$66.85
19-24 months	95.000000	\$33.50	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$52.75	\$69.50
25-30 months	100.000000	\$35.26	\$9.25	\$9.60	\$0.40	\$0.00	\$0.00	\$0.00	\$0.00	\$54.51	\$72.14

### Special Calculation Note

### Ratio

3 Journeymen to 1 Apprentice

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

Adams, Allen, Ashland, Ashtabula, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Darke, Defiance, Delaware, Erie, Fairfield, Fayette, Franklin, Fulton, Gallia, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Huron, Jackson, Jefferson, Knox, Lawrence, Licking, Logan, Lorain, Lucas, Madison, Mahoning, Marion, Medina, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Ottawa, Paulding, Perry, Pickaway, Pike, Portage, Preble, Putnam, Richland, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Summit, Trumbull, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne, Williams, Wood, Wyandot

### Special Jurisdictional Note

### Details

CLASS 2: Drivers on articulated dump trucks; rigid-frame rock trucks; distributor trucks; low boys/drag driver on the construction site only and heavy duty equipment (irrespective of load carried) when used exclusively for transportation on the construction site only.