

AMI Meter Replacement
Village of Smithville
ARPA and OPWC Funded Project
August 2026



0000035130

VILLAGE OF SMITHVILLE OFFICIALS

ADMINISTRATION

Tom Poulson, Mayor
Pamela Keener, Fiscal Officer
Jason Groh, Solicitor

COUNCIL

Larry Allen
Adrienne Karlen
Patrick Finn
Jonathan Zsoldos
Matt Haas
Nate Duenke

BOARD OF PUBLIC AFFAIRS

Lynn Moomaw, President
Kyle Krownapple
Ryan Imhoff

ADVERTISEMENT FOR BIDS/PUBLIC NOTICE TO BIDDERS

Sealed bids will be received at Village Hall, office of the Clerk, 207 West Main Street, Smithville, Ohio 44677, until 9:00 a.m. on September 4, 2026 and will be opened and read immediately thereafter for the

AMI METER REPLACEMENT

ARPA AND OPWC FUNDED PROJECT

OPINION OF PROBABLE CONSTRUCTION COST: \$380,000.00

COMPLETION DATE: MAY 28, 2027

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 Twenty-Five and 00/100 Dollars (\$125.00) 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 or call (440) 530-2351 if you encounter any problems viewing, registering, or paying for the documents.

BUILD AMERICA, BUY AMERICA ACT (BABA) REQUIREMENTS APPLY.

OHIO PREFERENCE: In accordance with Ohio Rev. Code §164.05 (A)(6), to the extent practicable, the Prime Contractor and subcontractor shall use Ohio products, materials, services, and labor in connection with this project.

STEEL PRODUCTS MADE IN THE UNITED STATES:

Domestic steel use requirements as specified in Ohio Rev. Code §153.011, <https://codes.ohio.gov/ohio-revised-code/section-153.011>, apply to this project. (Load-bearing structural purposes only)

Publish: *The Daily Record*
August 21, 2026
August 28, 2026

TABLE OF CONTENTS

	<u>Page No.</u>
Title Page	i
Officials Page	ii
Advertisement for Bids/Public Notice to Bidders	iii
Table of Contents	iv - v
 SECTION 1 <u>BID DOCUMENTS AND BID FORMS</u>	
Instructions to Bidders	BD.1 – BD.8
Prices to Include	BD.9 – BD.11
 <u>**ALL BID FORMS SHALL BE COMPLETED AND SUBMITTED WITH BID**</u>	
Form of Non-Collusion Affidavit	BF.1
Corporate Resolution	BF.2
Proposed Subcontractors	BF.3
Experience Record	BF.4
Insurance Agent Affidavit	BF.5
Supplemental Bond Acknowledgement	BF.6
Bid Security	BF.7
Bid Proposal Questions Form	BF.8 – BF.15
Technical Proposal for AMI System	BF.16 – BF.17
Proposal Forms	BF.18 – BF.19
Acknowledgement of American Rescue Plan Act Funding Compliance by Contractors and Byrd Anti-Lobbying Amendment Certification	ARPA.1 - ARPA.2
Build America, Buy America (Baba) Acknowledgement	BABA.1
Equal Opportunity Employment Assurance of Compliance	EEO.1
Equal Employment Opportunity Affidavit	EEO.2
OPWC Proposal Notes and EEO Certification	OPWC.BF.1 – OPWC.BF.4
 SECTION 2 <u>CONTRACT FORMS</u>	
Notice of Award	CF.1
Contract and Certificates of Fiscal Officer & Legal Counsel	CF.2 – CF.3
Contract Bond, Certificates of Insurance & Worker's Comp.	CF.4
Delinquent Personal Property Statement	CF.5
Lobbying Affidavit	CF.6
Approved Subcontractors	CF.7
Notice to Proceed	CF.8
Findings for Recovery & Notifications	N.1
 SECTION 3 <u>GENERAL CONDITIONS, EJCDC No. C-700 (2007)</u>	1 – 68
 SECTION 4 <u>SUPPLEMENTARY CONDITIONS</u>	SC.1 – SC.8

SECTION 5 SPECIFICATIONS

DIVISION 1 – GENERAL REQUIREMENTS

011100	SUMMARY OF WORK
011423	ADDITIONAL WORK OVERTIME
012513	PRODUCT SUBSTITUTION PROCEDURES
013216	CONSTRUCTION PROGRESS SCHEDULE
013323	SHOP DRAWINGS, PRODUCT DATA AND SAMPLES
013326	PRODUCT TESTING AND CERTIFYING
013543	ENVIRONMENTAL PROTECTION
014323	QUALIFICATIONS OF TRADESMEN
016600	PRODUCT HANDLING AND PROTECTION
017517	STARTING OF SYSTEMS - COMMISSIONING
017800	FINAL COMPLIANCE AND SUBMITTALS
017821	CLEANING AND PROTECTION
017839	PROJECT RECORDS, DRAWINGS

DIVISION 33 – UTILITIES

330908.01	AUTOMATIC METER READING INFRASTRUCTURE AMI SYSTEM
331900.01	UTILITY METERING EQUIPMENT

Page No.

SECTION 6 STANDARD SPECIFICATIONS

SS.1

SECTION 7 SPECIFIC PROJECT REQUIREMENTS

SR.1 – SR.2

SECTION 8 PREVAILING WAGE RATES

DB.1 – DB.13

Federal Prevailing Wage Rate Determination Schedule

SECTION 9 APPENDIX

Federal Grant Compliance - American Rescue Plan Act of 2021 FGC-ARPA.1 - 3

05/26

SECTION 1
BID DOCUMENTS

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(s) by the Bidder after the award shall be subject to the Owner's approval and shall not change the contract bid prices. Contractor shall make all requests to add, delete or substitute a subcontractor in writing.
- 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 08/06/26

PRICES TO INCLUDE

PART 1 - GENERAL

Any work shown on the plans or required in the specifications but not paid for separately as a bid item shall be included in the cost of other bid items. The amount bid for each Bid Item shall include the following:

- 1.1 All labor, materials, tools, equipment, and transportation necessary for the proper execution of the work in accordance with the Contract Documents.
- 1.2 All assistance required by the Engineer to verify compliance with the Contract Documents, including measuring for final pay quantities.
- 1.3 Project coordination and scheduling.
- 1.4 Detailed breakdown of lump sum bid items as requested by the Engineer.
- 1.5 All provisions necessary to protect workers, the general public, and property along the work in accordance with the Contract Documents.
- 1.6 Protection and/or replacement of existing property corner monuments.
- 1.7 Materials testing.
- 1.8 Reimbursement to Owner for costs of re-inspection or re-testing of any work not installed in compliance with the Contract Documents.
- 1.9 Mobilization.

PART 2 - ITEMS

2.1 AMI SYSTEM INTEGRATION – GATEWAY & PROPAGATION STUDY

Basis of Payment

The lump sum price shall include the propagation study, gateway equipment, network design, system configuration, startup services, testing, commissioning, documentation, cellular communications infrastructure, software integration, and all labor, materials, software, hardware, tools, equipment, and appurtenances necessary to provide a complete and operational AMI network in accordance with the Contract Documents.

2.2 AMI SYSTEM PROJECT MANAGEMENT, TRAINING & FEES

Basis of Payment

The lump sum price shall include project management, software configuration, software licensing, hosted software services, billing system integration, database setup, AMI system implementation, training, startup assistance, technical support, monitoring services, software maintenance, software updates, cellular communications services, and all labor, materials, software subscriptions, communications services, tools, equipment, and appurtenances necessary to operate the AMI System during the initial five-year service period.

2.3 MIU INSTALLATION TO EXISTING TOUCH READ WITH WIRING

Method of Measurement

The quantity to be paid shall be the number of installations completed per the Contract Documents.

Basis of Payment

The unit price shall include furnishing and installing MIUs, furnishing and installing all wiring, 3-wire harnesses, connectors, mounts, hardware, programming, testing, startup, system integration, photographs, documentation, customer coordination, appointments, restoration of affected work areas, and all labor, materials, tools, equipment, transportation, supervision, and incidentals necessary to provide a complete and operational installation in accordance with the Contract Documents. Payment shall include all requirements of Sections 330908.01 and 331900.01 associated with MIU installation.

2.4 MIU INSTALLATION TO EXISTING TOUCH READ

Method of Measurement

The quantity to be paid shall be the number of installations completed per the Contract Documents.

Basis of Payment

The unit price shall include furnishing and installing MIUs, programming, testing, startup, system integration, photographs, documentation, customer coordination, appointments, restoration of affected work areas, and all labor, materials, tools, equipment, transportation, supervision, and incidentals necessary to provide a complete and operational installation in accordance with the Contract Documents. Payment shall include all requirements of Sections 330908.01 and 331900.01 associated with MIU installation.

2.5 5/8-INCH WATER METER INCLUDING INSTALLATION, AS PER PLAN

Method of Measurement

The quantity to be paid shall be the number of meter installations completed per the Contract Documents.

Basis of Payment

The unit price shall include furnishing utility meter, register, MIU, associated wiring, programming, startup, testing, documentation, customer coordination, integration into the AMI system, disposal of removed equipment, and all labor, materials, tools, equipment, and appurtenances necessary to provide a complete operational installation.

2.6 MINOR CARPENTRY REPAIRS, CONTINGENCY, AS DIRECTED

Method of Measurement

The quantity to be paid shall be the number of authorized repairs completed and accepted by the Owner.

Basis of Payment

The unit price shall include project coordination, access panel installation, drywall removal and replacement, finish restoration, cleanup, disposal of waste materials, and all labor, materials, tools, equipment, and appurtenances necessary to complete the repair as specified or as directed by the Owner.

2.7 MAJOR CARPENTRY REPAIRS, CONTINGENCY, AS DIRECTED

Basis of Payment

A contingency allowance has been included in the Bid Proposal to be utilized only upon written authorization of the Owner for major carpentry work associated with meter and AMI installations. Any portion of the allowance not utilized shall be credited to the Owner. Work performed under this item shall be negotiated and approved by the Owner prior to commencement.

2.8 FAULTY PLUMBING REPAIRS, CONTINGENCY, AS DIRECTED

Basis of Payment

A contingency allowance has been included in the Bid Proposal to be utilized only upon written authorization of the Owner for repairs to existing plumbing discovered during meter replacement activities. Any portion of the allowance not utilized shall be credited to the Owner. Work under this item shall be negotiated and approved by the Owner prior to commencement.

2.9 REPLACE NON-FUNCTIONING SHUT-OFF BALL VALVE

Method of Measurement

The quantity to be paid shall be the number of shut-off valve replacements completed and accepted by the Owner.

Basis of Payment

The unit price shall include project coordination, furnishing and installation of replacement shut-off valve, fittings, adapters, testing, restoration, cleanup, disposal of removed materials, and all labor, materials, tools, equipment, and appurtenances necessary to complete the work as specified or as directed by the Owner.

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.

SECTION 2
CONTRACT FORMS

NOTICE OF AWARD

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

DATE: _____

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.

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: _____

AFFIDAVIT
OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13

STATE OF _____)
) SS
COUNTY OF _____)

_____ being duly sworn deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of _____ (“the Contracting Party”).
2. The Contracting Party is a/an (select one):
 - ☐ Individual, partnership, or other unincorporated business association (including without limitation, a professional association organized under Ohio Revised Code Chapter 1787), estate, or trust
 - ☐ Corporation organized and existing under the laws of the State of _____
 - ☐ Labor organization
3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C. 3517.13(I) (with respect to non-corporate entities and labor organizations) or R.C. 3517.13(J) (with respect to corporations) are in full compliance with the political contribution limitations set forth in R.C. 3517.13(I) and (J), as applicable.
4. I understand that a false representation on this certification will incur penalties pursuant to 3517.992(R).

Affiant further sayeth naught.

By: _____

Title: _____

SWORN TO BEFORE ME and subscribed in my presence this _____ day of _____, 20_____.

Notary Public

My commission expires: _____

APPROVED SUBCONTRACTORS

PROJECT: «TitleCaps»

PRIME CONTRACTOR: «ContractCAPName»

1. Name: _____

Address: _____

City/State/Zip: _____

Description of Work
to be Performed: _____

Phone: _____ Amount: _____ % of Contract: _____

EIN# _____ Unique Entity ID# _____

2. Name: _____

Address: _____

City/State/Zip: _____

Description of Work
to be Performed: _____

Phone: _____ Amount: _____ % of Contract: _____

EIN# _____ Unique Entity ID# _____

3. Name: _____

Address: _____

City/State/Zip: _____

Description of Work
to be Performed: _____

Phone: _____ Amount: _____ % of Contract: _____

EIN# _____ Unique Entity ID# _____

4. Name: _____

Address: _____

City/State/Zip: _____

Description of Work
to be Performed: _____

Phone: _____ Amount: _____ % of Contract: _____

EIN# _____ Unique Entity ID# _____

«OwnerCaps»

«OwnerCEOFirst» «OwnerCEOLast», «OwnerCEOTitle»

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

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PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE

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

TABLE OF CONTENTS

	Page
Article 1 – Definitions and Terminology	1
1.01 Defined Terms.....	1
1.02 Terminology	5
Article 2 – Preliminary Matters	6
2.01 Delivery of Bonds and Evidence of Insurance.....	6
2.02 Copies of Documents.....	6
2.03 Commencement of Contract Times; Notice to Proceed.....	6
2.04 Starting the Work	7
2.05 Before Starting Construction	7
2.06 Preconstruction Conference; Designation of Authorized Representatives	7
2.07 Initial Acceptance of Schedules.....	7
Article 3 – Contract Documents: Intent, Amending, Reuse	8
3.01 Intent.....	8
3.02 Reference Standards.....	8
3.03 Reporting and Resolving Discrepancies.....	8
3.04 Amending and Supplementing Contract Documents.....	9
3.05 Reuse of Documents	10
3.06 Electronic Data.....	10
Article 4 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points.....	10
4.01 Availability of Lands	10
4.02 Subsurface and Physical Conditions	11
4.03 Differing Subsurface or Physical Conditions.....	11
4.04 Underground Facilities	13
4.05 Reference Points	14
4.06 Hazardous Environmental Condition at Site.....	14
Article 5 – Bonds and Insurance	16
5.01 Performance, Payment, and Other Bonds	16
5.02 Licensed Sureties and Insurers	16
5.03 Certificates of Insurance	16
5.04 Contractor’s Insurance.....	17
5.05 Owner’s Liability Insurance	18
5.06 Property Insurance	18
5.07 Waiver of Rights	20
5.08 Receipt and Application of Insurance Proceeds.....	21

5.09	Acceptance of Bonds and Insurance; Option to Replace	21
5.10	Partial Utilization, Acknowledgment of Property Insurer	21
Article 6 – Contractor’s Responsibilities		22
6.01	Supervision and Superintendence.....	22
6.02	Labor; Working Hours.....	22
6.03	Services, Materials, and Equipment	22
6.04	Progress Schedule	23
6.05	Substitutes and “Or-Equals”	23
6.06	Concerning Subcontractors, Suppliers, and Others.....	25
6.07	Patent Fees and Royalties	27
6.08	Permits.....	27
6.09	Laws and Regulations	27
6.10	Taxes	28
6.11	Use of Site and Other Areas	28
6.12	Record Documents.....	29
6.13	Safety and Protection	29
6.14	Safety Representative.....	30
6.15	Hazard Communication Programs	30
6.16	Emergencies	30
6.17	Shop Drawings and Samples	30
6.18	Continuing the Work.....	32
6.19	Contractor’s General Warranty and Guarantee.....	32
6.20	Indemnification	33
6.21	Delegation of Professional Design Services	34
Article 7 – Other Work at the Site.....		35
7.01	Related Work at Site	35
7.02	Coordination.....	35
7.03	Legal Relationships.....	36
Article 8 – Owner’s Responsibilities.....		36
8.01	Communications to Contractor.....	36
8.02	Replacement of Engineer.....	36
8.03	Furnish Data	36
8.04	Pay When Due	36
8.05	Lands and Easements; Reports and Tests.....	36
8.06	Insurance	36
8.07	Change Orders.....	36
8.08	Inspections, Tests, and Approvals	37
8.09	Limitations on Owner’s Responsibilities	37
8.10	Undisclosed Hazardous Environmental Condition	37
8.11	Evidence of Financial Arrangements	37
8.12	Compliance with Safety Program.....	37
Article 9 – Engineer’s Status During Construction		37
9.01	Owner’s Representative.....	37
9.02	Visits to Site	37

9.03	Project Representative	38
9.04	Authorized Variations in Work	38
9.05	Rejecting Defective Work	38
9.06	Shop Drawings, Change Orders and Payments.....	38
9.07	Determinations for Unit Price Work	39
9.08	Decisions on Requirements of Contract Documents and Acceptability of Work.....	39
9.09	Limitations on Engineer's Authority and Responsibilities	39
9.10	Compliance with Safety Program.....	40
Article 10 –	Changes in the Work; Claims	40
10.01	Authorized Changes in the Work	40
10.02	Unauthorized Changes in the Work	40
10.03	Execution of Change Orders.....	41
10.04	Notification to Surety.....	41
10.05	Claims.....	41
Article 11 –	Cost of the Work; Allowances; Unit Price Work	42
11.01	Cost of the Work	42
11.02	Allowances	45
11.03	Unit Price Work	45
Article 12 –	Change of Contract Price; Change of Contract Times	46
12.01	Change of Contract Price.....	46
12.02	Change of Contract Times	47
12.03	Delays.....	47
Article 13 –	Tests and Inspections; Correction, Removal or Acceptance of Defective Work	48
13.01	Notice of Defects	48
13.02	Access to Work	48
13.03	Tests and Inspections	48
13.04	Uncovering Work.....	49
13.05	Owner May Stop the Work.....	50
13.06	Correction or Removal of Defective Work	50
13.07	Correction Period.....	50
13.08	Acceptance of Defective Work.....	51
13.09	Owner May Correct Defective Work	51
Article 14 –	Payments to Contractor and Completion	52
14.01	Schedule of Values.....	52
14.02	Progress Payments	52
14.03	Contractor's Warranty of Title	55
14.04	Substantial Completion.....	55
14.05	Partial Utilization	56
14.06	Final Inspection.....	56
14.07	Final Payment.....	57
14.08	Final Completion Delayed.....	58
14.09	Waiver of Claims	58

Article 15 – Suspension of Work and Termination	58
15.01 Owner May Suspend Work	58
15.02 Owner May Terminate for Cause	58
15.03 Owner May Terminate For Convenience.....	60
15.04 Contractor May Stop Work or Terminate	60
Article 16 – Dispute Resolution	61
16.01 Methods and Procedures	61
Article 17 – Miscellaneous	61
17.01 Giving Notice	61
17.02 Computation of Times	61
17.03 Cumulative Remedies	62
17.04 Survival of Obligations	62
17.05 Controlling Law	62
17.06 Headings.....	62

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

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
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- (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
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or

- (b) Combined Single Limit

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

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 Substantially Complete, the Contractor will be paid 96% of the estimated value of labor and 100% of the estimated value of material installed and completed in acceptable form. Upon the Owner's agreement that the project is Substantially Complete, the 4% Retainage on labor may be reduced to the value needed to assure completion 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 - MEDIATION/ARBITRATION

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 by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Article 16. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this Article 16 will be specifically enforceable under the prevailing law of any court having jurisdiction.
- 16.02 No demand for arbitration of any claim, dispute, or other matter that is required to be referred to Engineer initially for decision in accordance with paragraph 9.09 will be made until the earlier of (a) the date on which ENGINEER has rendered a written decision or (b) the thirty-first day after the parties have presented their evidence to ENGINEER if a written decision has not been rendered by ENGINEER before that date. No demand for arbitration of any such claim, dispute or other matter will be made later than thirty days after the date on which ENGINEER has rendered a written decision in respect thereof in accordance with paragraph 9.08 and the failure to demand arbitration within said thirty days' period will result in Engineer's decision being final and binding upon OWNER and CONTRACTOR. If ENGINEER renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned. No demand for arbitration of any written decision of ENGINEER rendered in accordance with paragraph 9.08 will be made later than ten days after the part making such demand has delivered written notice of intention to appeal as provided in paragraph 10.05.
- 16.03 Notice of the demand for arbitration will be filed in writing with the other party to the Agreement and with the American Arbitration Association, and a copy will be sent to ENGINEER for information. The demand for arbitration will be made within the thirty-day or ten-day period specified in paragraph 16.02 as applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
- 16.04 Except as provided in paragraph 16.05 below, no arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder or in any other manner any other person or entity (including ENGINEER, ENGINEER's Consultant, and the officers, directors, agents, employees, or consultants of any of them) who is not a party to this contract unless:

- (A) the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and
- (B) such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and
- (C) the written consent of the other person or entity sought to be included and of OWNER and CONTRACTOR has been obtained for such inclusion, which consent shall make specific references to this paragraph; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.

16.05 Notwithstanding paragraph 16.04 if a claim, dispute or other matter in question between OWNER and CONTRACTOR involves the Work of a Subcontractor, either OWNER or CONTRACTOR may join such Subcontractor as a party to the arbitration between OWNER and CONTRACTOR herein under. CONTRACTOR shall include in all subcontracts required by paragraph 6.06(G) a specific provision whereby the Subcontractor consents to being joined in an arbitration between OWNER and CONTRACTOR involving the Work and such Subcontractor. Nothing in this paragraph 16.05 nor in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of Subcontractor and against OWNER, ENGINEER, or ENGINEER's Consultants that does not otherwise exist.

16.06 The award rendered by the arbitration will be final, judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal.

16.07 OWNER and CONTRACTOR agree that they shall first submit any and all unsettled claim, counterclaims, disputes and other matters in questions between them arising out of or relating to the Contract Documents or the breach thereof ("disputes"), to mediation by the American Arbitration Association under the Construction Industry Mediation Rules of the American Arbitration Association prior to either of them initiating against the other a demand for arbitration pursuant to paragraphs 16.01 through 16.06, unless delay in initiating arbitration would irrevocably prejudice one of the parties. The respective thirty and ten-day time limits within which to file a demand for arbitration as provided in paragraphs 16.02 and 16.03 above shall be suspended with respect to a dispute submitted to mediation within those same applicable time limits and shall remain suspended until ten days after the termination of the mediation. The mediator of any dispute submitted to mediation under this Agreement shall not serve as arbitrator of such dispute unless otherwise agreed.

END OF SECTION

09/25

SECTION 5
SPECIFICATIONS

SECTION 011100 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 LOCATION OF THE PROJECT

- A. The project is located in the Village of Smithville. All meter replacement and MTU installation locations associated with this project are located either:
 - 1. Within the corporate boundaries of the Village of Smithville.
 - 2. Outside the municipal limits of the Village of Smithville, but within the 1/2 mile of the corporate boundary. It is unknown how many locations might be outside these limits, but the total number is not believed to be significant.

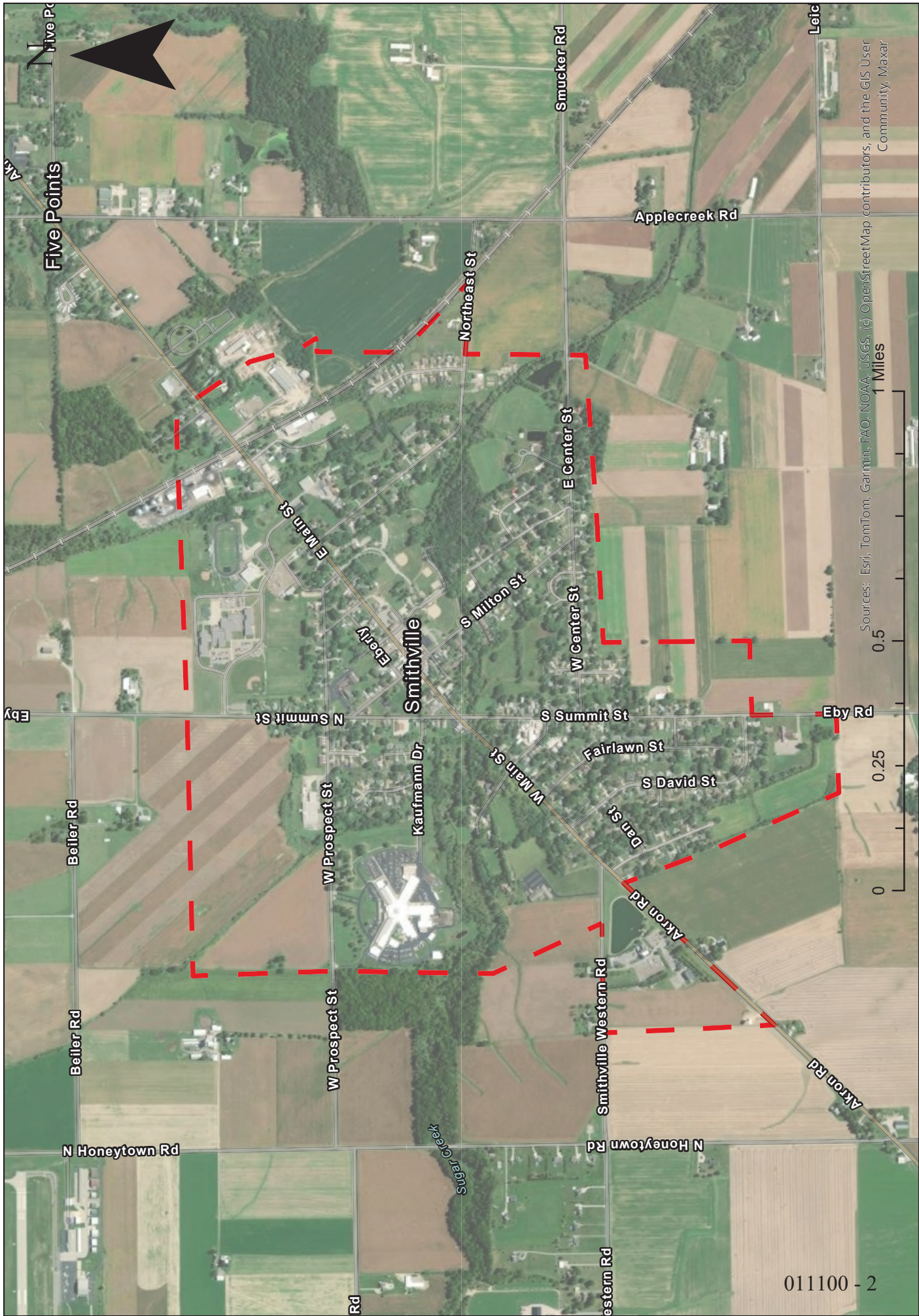
1.2 PROJECT DESCRIPTION

- A. The project consists of furnishing and implementing a complete, turn-key Advanced Metering Infrastructure (AMI) system for measuring potable water usage on approximately 656 utility accounts within the Village of Smithville water system. The work includes installation of AMI software, communication infrastructure, collectors, gateways, Meter Interface Units (MIUs)/Meter Transmission Units (MTUs), integration with the Village's billing system, and associated appurtenances necessary to establish a fully functional AMI network.

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.
- C. Project Extents Map attached.

END OF SECTION 011100



Village of Smithville
AMI Water Meter & System Replacement
Project Extents

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 Village. Where no emergency exists, but the Contractor feels it advantageous to work at night, Sunday or legal holidays, the Contractor shall notify the Village at least two (2) days in advance, requesting written permission. Any work performed during the absence of the Village will be done at the Contractor's risk and responsibility and may be subject to rejection upon later inspection.

END OF SECTION 011423

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 their bid on the particular materials and equipment specified. Following the award of the contract, should the Contractor desire to use other equipment and materials, they 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. Use forms included in Specification Section 013323 Paragraph 1.4.
- 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.
- C. For the purpose of standardization, equipment of any one type shall be the products of one manufacturer.
- D. Provide interchangeable components of the same manufacture for components being replaced.

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 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 their 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 the standard Midwest rate table by Verdantas.

1.2 SUBMITTAL PROCEDURE

- A. As a minimum, submittals are required for the following items:

Section No.	Equipment or Material	Shop Drawings Required	O&M Manual Required	Start Up Services
330908.01	Web hosted software	X	X	
330908.01	Data Collection Units	X	X	X
331900.01	Utility Meters	X	X	
330908.01	Meter Transmission Units	X	X	X
331900.01	Minor Carpentry (access doors)	X		

*Start Up Services: includes manufacturers onsite inspections, training, and Start Up Services as defined in individual specifications.

Submittals for additional items shall be submitted when required by other specification sections and/or deemed necessary by the Engineer.

- B. 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.
- C. 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.

- D. 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".

- E. 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

- F. Shop Drawings shall be submitted by pdf in an email or by (6) six hard 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.
- G. 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.
- H. 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.

- I. 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.

1.4 APPLICATIONS FOR ALTERNATIVE MATERIALS

- A. If equipment or materials are not available as specified, and/or if Contractor believes that the use of different equipment or materials are necessary for any reason as defined above or as included in Specification Section 012513, they may use the applications noted below, as appropriate to request review and approval.
 - 1. Application for Use of Substitute Item
 - 2. Application for Use of “Or Equal” Item

END OF SECTION 013323

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
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: _____

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 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 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.

1.3 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. If a SWPPP plan is not required for the project, the contractor shall at a minimum submit a plan of his proposed erosion control prevention methods for approval by the Owner and/or other regulatory authorities having jurisdiction prior to starting any construction activities which may cause erosion.
- 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 014323 – QUALIFICATIONS OF TRADESMEN

PART 1 - GENERAL

1.1 CHARACTER OF WORKMEN AND EQUIPMENT

- A. The Contractor shall employ competent and efficient workers for every kind of work. Any person employed on the work who shall refuse or neglect to obey directions of the Engineer or their 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 Engineer so orders, and shall not be re-employed unless express permission be given by the Engineer. 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 their 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 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 Village. The Village will decide with the Contractor on the location or if the Contractor will have to rent a place to store.
- 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. No materials, tools, machinery, etc. shall be stored upon public thoroughfares or in the public right-of-way without prior written permission from the Owner. If such permission is granted, all materials 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 their 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 their expense.

END OF SECTION 016600

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. Drawings and general provisions of the Contract, including General Conditions, Supplementary Conditions (if included), and other Division 1 Specifications Sections, apply to this Section.

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.
- g. PLC Ladder logic documented with comments.

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 330908.01 Section 3.13 & 3.14, 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. Manufacturer's start-up services are required for Data Collector Units and Web Hosted Software. Additional requirements are specified in 330908.01.

- 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 the individual Specification Sections.

- 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.

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 E 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 them, all construction plant used by them, 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 thier 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 017839 - PROJECT RECORDS, DRAWINGS

PART 1 - GENERAL

1.1 RECORD DOCUMENTS

- A. Maintain on site one set of the following Record Documents:
 - 1. Drawings (annotated to show all changes made during construction)
 - 2. Specifications
 - 3. Addenda
 - 4. Change Orders and other modifications to the Contract
 - 5. Reviewed Shop Drawing and Samples
 - 6. Manufacturers' instructions for assembly, installation, and adjusting
 - 7. Testing and Inspection Reports
 - 8. Manufacturers' Service Representative's Reports.
- B. Store Record Documents separate from documents used for construction.

1.2 SERVICE CONNECTION RECORDS

- A. The Contractor shall record the location of all service and property connections, new or existing, made to utilities constructed under this contract. Such records shall be turned over to the Owner upon completion of the work. The cost of making such records shall be included in the various unit or lump sum prices stipulated for the various items of the work.

END OF SECTION 017839

SECTION 330908.01 – AUTOMATIC METER READING INFRASTRUCTURE AMI SYSTEM

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Section includes: Design, provide, install, and implement a fully functional Advanced Metering Infrastructure (AMI) fixed-base utility meter reading system, including MIU installation on compatible existing meters, replacement of selected meters identified in the Bid Form, collector/gateway infrastructure, software services, and all associated equipment required for a complete turn-key AMI implementation including:
 - 1. Utility Meters and Encoder Register (follow Section 331900.01); and AMI Endpoints - as a turn-key project
 - 2. Fixed Base Automatic Meter Reading System
 - a) Wall and Pit Meter Interface Units
 - b) Tower Gateway Base Stations - Data Collection Hardware
 - 3. Hosted Software Services
 - 4. Compatible with Sensus, Neptune, Badger, and Elster (Incorporating Sensus protocols) and other approved encoder-based metering technologies equipped with absolute encoder registers.
 - 5. Compatible with utility meters to be provided under Specification Section 331900.01.
 - 6. Integration with existing billing software: Software Solutions – Visual Intelligence Portfolio for utility billing
 - a) Contractor shall demonstrate successful integration with existing billing software and complete testing prior to system cutover.
- B. Train Owner personnel in operation and maintenance of the products and systems.
- C. Optical reading of the existing registers is not acceptable.
- D. This will be a turn-key project. The Installer shall demonstrate that they are an authorized agent for the products proposed and shall be capable of performing the supply of AMI MIU/MTUs & collectors, project management, installation of the meters (Section 331900.01), and controlling all aspects of the project. The Contractor shall also be authorized to implement and support the AMI system for its life.
- E. There are approximately a total of 656 MIUs to be replaced within the system.

1.2 REFERENCES

- A. American Water Works Association:
 - 1. AWWA C706 -10 Standard for Direct-Reading, Remote-Registration Systems for Cold Water Meters.
 - 2. AWWA C707 -10- Standard for Encoder-Type, Remote-Registration Systems for Cold Water Meters.

B. International Organization for Standardization:

1. ISO 9001 - Standards of Quality Management Systems.

C. National Sanitation Foundation, NSF International:

1. NSF 61 - Standards for Drinking Water System Components.
2. NSF 372 - American National Standard for Lead Content in Plumbing Products.

D. Materials and workmanship shall be in accordance with the following Standards:

1. ANSI - American National Standards Institute
2. AWS - American Welding Society
3. CSA- CSA International - Product Testing and Certification Services
4. FCC - Federal Communications Commission
5. MIL-STD-810 - United States Military Standard for Environmental Engineering Considerations and Laboratory Test Standards Emphasizing Environmental Design and Test Limits.
6. NEC - National Electrical Code
7. NEMA - National Electrical Manufacturers Association
8. UL - Underwriters Laboratory
9. Regulatory Agencies: Perform all Work in compliance with the requirements of the following regulatory agencies:
 - a) OSHA - Occupational Safety and Health Administration
 - b) EPA- Environmental Protection Agency
 - c) Owner's Building Department and Utilities Departments

1.3 DEFINITIONS / ACRONYMS

1. AMI - Advanced Metering Infrastructure
2. AMR - Automated Meter Reading
3. FCC - Federal Communications Commission
4. Installer - Manufacturer's authorized installation contractor
5. Manufacturer - Supplier of the materials, products and services for the AMI system
6. MIU or MTU - Meter Interface Unit or Transmitter
7. RSS - Remote Service Switching
8. OWNER – synonymous with Village of Hiram
9. Water Department - Water Utility Department
10. Contractor - synonymous with the term "Vendor."
11. Substantial Completion – Installation of all MIU/MTUs and AMI equipment provided under this Section with acceptable reading from meters achieved rate of 95% repeatable over 14 days.
12. Final Completion: Acceptable readings from meters achieved at rate of 100% repeatable over 14 days.
 - a) Excluding locations documented and approved by the Owner as inaccessible, damaged, incompatible or awaiting corrective action.

13. **The completed system shall receive and use signal from 100% of all MIU/MTU and DCU devices within the Owner's service area for the length of the project, maintenance period, and the life of the warranty periods as specified in these documents. Reads compromised due to temporary obstructions, solar flares, Acts of God, or as otherwise approved by the Owner will be acceptable to the Owner for short periods of time as accepted by the Owner.**

1.4 SYSTEM DESCRIPTION

- A. The project includes a single Advance Metering Infrastructure (AMI) System. Manufacturer is to design and supply a fully functional fixed network system for the advanced metering infrastructure implementation project. This work includes installation of a two-way Fixed Base Radio Meter Reading System that is a Fixed Network, Advance Metering Infrastructure (AMI) Service capable of satisfying the current and future meter reading needs.
- B. Product transition is the most important in moving forward from the existing handheld system to the new AMI Fixed RF system. The System Supplier shall provide a single meter reading platform that would allow all of the meter reading applications to move from the current Meter Reading Software and the new Fixed RF System under ONE system, allowing the billing office to view all readings with a single software system.
- C. Communications, Software and Fixed Base System - Provide a tower-based system that is upgradable and can define a twenty-year life cycle.
- D. The following features and capabilities:
1. The system must provide automatic web updates.
 2. Multi-level security.
 3. Full integration with the Owner's existing billing software Software Solutions – Visual Intelligence Portfolio for utility billing.
 4. Full integration with existing metering system with the new system
 5. Hourly and daily readings.
 6. Graphing and consumption data.
 7. System health (view daily performance).
 8. Hourly and daily system-wide readings.
 9. Up-to-the-hour customer usage profile data.
 10. On-demand reads. Indicate how your system performs this function.
 11. Priority alarms.
 12. Mapping.
 13. District metered area reporting.
 14. Consumption analysis.
 15. Grouping functionality.
 16. Data back-up and disaster data retrieval ability. Please explain how this is accomplished as part of the Technical Proposal.
 17. Broadcast messaging and MIU/MTU/endpoint grouping capabilities.
 18. Utility meter specific feature/capabilities:

- a. Leak detection.
- b. Reverse flow detection.
- c. Empty pipe alarm where supported by the proposed meter technology
- d. Tamper alarm.
- e. Programmable data logging for peak flows and volumes within intervals.
- f. Programmable data logging for minimum of 5,000 data points.

1.5 BID REVIEW AND AWARD BY OWNER

- A. Award will be to the lowest and best bid, based on evaluation of the Bid Forms including: Price Proposal; Technical Proposal including technical support, software hosting service, long-term accuracy and other criteria that the Owner deems relevant to not only life cycle costs, but efficiency of operation and maintenance; and Bid Proposal Questions Form. Lowest price will not be the sole factor for awarding this project.
- B. This is being bid as a turn-key project complete in furnishing and installing all equipment, materials, etc. It is the intention of the Owner to have all MIUs installed on the outside of the building receiving service.
- C. The specifications are minimum requirements. The Owner reserves the right to choose the Manufacturer which best meets the needs, requirements, budgetary, and delivery necessities of the Owner.

1.6 SUBMITTALS

- A. Submittal Procedures: Follow Section 013323.
- B. INFORMATION TO BE SUBMITTED WITH THE BID: TECHNICAL PROPOSAL
 - 1. Technical Proposal outline is included as part of the Bid Documents pages TP-1 thru TP-2.
 - 2. Propagation Study: Manufacturer must submit a complete propagation study identifying the ability to adequately send/receive data within the service area. Determine the locations best suited for installation of the collectors and to ensure proper communications with end point transmitters and the head end system. Include locations/addresses of each collector. 100% of the system must be read by the collectors.
 - 3. Provide Life Cycle Cost Analysis for the AMI system with MIU/MTUs including hosted software (software as a service – SAAS) and maintenance programs and technical support for a full 20 year period. Provide replacement and/or repair costs for all components of the AMI system as part of this life cycle cost analysis.
 - 4. Provide a full description of the AMI system and its individual components, including response to all questions included in the “Bid Proposal Questions Form.”
 - 5. Provide documentation regarding the full functionality of the software which Contractor will provide. Indicate the nearest location where the Owner can view a demonstration of the software functionality currently in use.

6. Provide copies of all materials required to establish compliance with the specifications. Submittals shall include published documents detailing important details of construction, installation instructions including drawings and descriptive literature, bulletins and/or catalogs of equipment, operating and maintenance instructions, repair manuals, and parts manuals.
7. Provide published terms and conditions of all warranties offered and, if warranty durations are different than specified in Paragraph 1.9, shall so note in the list of exceptions in the Technical Proposal. The Owner will not consider any third-party guarantees or warranties.
8. In addition to warranty periods, supply information regarding required or optional maintenance programs beyond the warranty period for both hardware and software. Features of those maintenance programs shall also be included. The Technical Proposal shall list any additional charges for the maintenance programs, such as hourly rate for on-site and/or remote support. The location of and procedures for obtaining such support shall be stated. A toll-free Help Desk number must be provided for system support.
9. Provide the Support and Maintenance Contract pricing for the Product and Software Support on Fixed Network System for the two years after the system is installed including:
 - a. Hardware Support – Fixed Collectors & other hardware
 - b. Software support, licensing, etc.
 - c. FCC primary use licensing
 - d. Hosting Charges – if necessary
 - e. If your system has monthly/per unit reading charges, please fully explain the reading and maintenance charges for using the system.
10. Manufacturers must submit any and all exceptions to this specification. Exceptions must be listed on a sheet as part of the Technical Proposal. Exceptions to other portions of this Project Manual are not acceptable and will not be considered valid. All exceptions will be considered with the Owner reserving the right to choose the meters, parts, and accessories which best meet the requirements of the Utility. Non-compliance in listing any exception may result in immediate rejection of the submitted bid.

C. SUBMITTALS AFTER AWARD OF CONTRACT

1. Submit, as provided in Section 013323 of these specifications, copies of all materials required to establish compliance with the specifications. Submittals shall include shop drawings showing important details of construction, installation instructions including drawing and descriptive literature, bulletins and/or catalogs of equipment, collector towers, operating and maintenance instructions, repair manuals, and parts manuals.
2. Installation Plan: Submit detailed description of proposed installation. Indicate dimensions and tolerances, component connections and details, clearances required and installation requirements and details.
3. Product Data: Submit data on MIU/MTUs and accessories and AMI data collectors. Submit manufacturer's literature and data indicating rated capacities, dimensions, weights and point loads. Indicate accessories, electrical characteristics and connection requirements, wiring diagrams, and location and sizes of field connections.

4. Samples: Submit two sample MIU/MTUs one of each type representing a wall mount and a pit installation mount illustrating materials of construction and finishes.
 5. Design Data: Submit manufacturer's latest published literature; include illustrations, installation instructions, maintenance instructions, and spare parts lists.
 6. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.
- D. Manufacturer's Field Reports: Provide field reports for each site and include pre-install and post-install photographs, serial numbers for each component, coordinates, size, type, and other pertinent data, follow Paragraph 3.4.

1.7 QUALITY ASSURANCE

- A. All named manufacturer's Products must meet the applicable specifications in full, regardless of the appearance of the manufacturer's name.
- B. The meters and AMI manufacturer - must state where all the meters, RF and collection devices are made. It is preferred that the meters and AMI System are made in the United States, in ISO 9001 manufacturing facilities.
- C. The proposed system, including AMI software, endpoints, collectors/gateways, and primary communications hardware shall be provided as a fully integrated system from a single manufacturer. The manufacturer will provide a turnkey system offering to the utility, and shall be covered by the same manufacturer's warranty to avoid future problems with product compatibility, problems in determining which component caused the failure, and determining which company the Owner needs to pursue in the event of manufacturing defects. The AMI equipment vendor may be, but does not have to be, the meter manufacturer.
- D. Manufacturing: MIU/MTU's and AMI equipment supplied shall be from a single AMI equipment vendor, a company that has manufactured AMI equipment for at least ten (10) years and who manufactures all type and size meters indicated in these specifications. The specific models being supplied must have been in successful and continuous municipal service for at least two (2) years.

1.8 QUALIFICATIONS

- A. Manufacturer: Must be a Company specializing in manufacturing Products and materials specified in this Section with minimum ten years documented experience in this type of manufacturing.
- B. Installer: Company specializing in performing Work with minimum five years documented experience or as approved by manufacturer.
- C. Contractor must be the factory authorized distributor for the AMI system proposed and be capable of processing the warranty claims for the Owner.

- D. Manufacturer must have an on-staff, factory, AMI support specialist whose sole responsibility is providing AMI system support and sales. Emails, phone numbers and all contact information must be provided.

1.9 WARRANTY

- A. In evaluating bid submittals, warranty coverage will be considered. The Manufacturer shall be required to state its warranty and/or guarantee policy with respect to each item of proposed equipment. The procedure for submitting warranty claims must also be provided. The procedure shall be outlined in detail with all applicable information including but not limited to addresses, phone numbers, shipping labels, forms, etc.
- B. Except as noted below, all products furnished under this Contract shall be warranted for at least one year from the date of delivery to the Owner, for defects in materials and workmanship. The warranty services shall include, at no additional cost to the Owner, all parts and labor needed for normal operation of the system and for any warranty repairs that may be needed. Coverage shall include MIU/MTUs, data collectors, repeaters and appurtenances. In the event of a non-functioning item, Contractor shall assist by telephone with troubleshooting, and shall promptly respond to emergency calls. For warranty-related problems, loaner equipment shall be provided to the Owner at no additional cost to the Owner, while the failed equipment is repaired or replaced by the Contractor.
- C. Warranty period shall restart at time = 0 for any replaced components and will commence on date of placing into service.
- D. General Warranty: The special warranty specified in this Article shall not deprive Buyer of other rights or remedies; buyer may otherwise have under the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Seller under the Contract Documents. The obligations of Seller under the Contract Documents shall not be limited in any way by the provisions of the specified special warranty.
- E. Special Warranty on Materials and Equipment: The Contractor shall include all manufacturer standard warranties associated with the proposed meters, registers, MIUs/endpoints, gateways/collectors, and associated AMI equipment.
 - 1. The cost of all warranty administration, coordination, troubleshooting assistance, and replacement support during the first five (5) years following Substantial Completion shall be included in the Base Bid.
 - 2. The Contractor shall identify standard manufacturer warranty periods for all major system components as part of the Technical Proposal.
 - 3. Optional extended warranty programs may be submitted for Owner consideration but shall not be required as part of the Base Bid unless specifically requested in the Bid Form.

1.10 AMI SYSTEM SERVICE PACKAGE & TECHNICAL SUPPORT

- A. The Contractor shall provide a complete AMI System Service Package for a period of five (5) years following Substantial Completion.

- B. The cost of the AMI System Service Package shall be included in the base bid under the bid item: “AMI SYSTEM PROJECT MANAGEMENT, TRAINING AND FEES”.
- C. The AMI System Service Package shall include all software licensing, communication services, setup, training, support, and monitoring necessary to operate the AMI system during the initial five-year service period.
- D. At a minimum, the AMI System Service Package shall include:
 - 1. Hosted AMI software platform, including all software licensing, subscription fees, software updates, upgrades, cloud hosting, and data storage required for operation of the AMI System.
 - 2. Cellular communications services required for operation of the AMI System, including gateway communications, network connectivity, and associated recurring service fees.
 - 3. Initial software setup, configuration, commissioning, and implementation assistance necessary to place the AMI System into operation.
 - 4. Initial billing system integration, startup support, testing, and coordination with the Owner's billing software provider.
 - 5. Initial training for utility administrators, office personnel, billing personnel, and field staff on operation of the AMI software, reporting tools, AMI hardware, and system administration.
 - 6. Technical support provided by qualified personnel during normal business hours for software operation, reporting, configuration assistance, troubleshooting, and general AMI System support.
 - 7. Remote diagnostics and troubleshooting assistance for AMI software, communications equipment, gateways, and related system components.
 - 8. Software maintenance, security updates, patches, and version upgrades made generally available by the software provider during the initial five-year service period.
 - 9. Ongoing support necessary to maintain communications between the AMI software platform and the Owner's billing software.
 - 10. Project management, implementation support, administrative services, and coordination necessary for successful deployment and operation of the AMI System during the initial five-year service period.

1.11 DELIVERY, STORAGE, AND HANDLING

- A. The Contractor shall protect meters, meter components, MIU/MTUs and all DCUs and AMI system components from weather, moisture, possible damage, and theft while under his control.
- B. Follow Section 331900.01 Part 1.11.

1.12 OWNER PROVIDED SERVICES/RESPONSIBILITIES

- A. The Owner will provide an area at the collector site(s) for installation, if the collector is installed at a site under the Owner’s control/Ownership.

- B. The Owner will provide padlocks at collector location for security purposes.
- C. The Contractor shall provide all communications equipment, cellular communications services, subscriptions, and associated infrastructure required for operation of the AMI System for the duration specified herein. The Owner shall cooperate with the Contractor regarding available mounting locations and site access but shall not be responsible for furnishing communications services unless specifically identified elsewhere in the Contract Documents.
- D. The Owner will provide the installer with a master account document, indicating account number, site address, customer name, meter size, and location for each meter scheduled for addition or replacement of MIU/MTU, if known.
- E. The Owner will provide the installer with one meter reading system to collect final reads from meter and endpoint. Additional reading equipment shall be provided by installer and formatted with Owner database to permit multiple teams.
- F. Utility Data Integration - The Owner shall provide available billing software information, file formats, and coordination with its billing software provider as necessary. Contractor shall coordinate and provide all services necessary to achieve successful integration with the Owner's billing system.
- G. The Owner will coordinate access to meter locations following the Contractor's required attempts per Section 331900.01.

PART 2 - PRODUCTS

2.1 AMI SYSTEM GENERAL REQUIREMENTS

- A. General Requirements AMI Overview
 - 1. The AMI system shall be a fully automated system that does not require the effort of any Owner staff to obtain a meter reading; and shall provide daily metering data at the network control computer at least once per day without having to interrogate the endpoint or data collector.
 - 2. The system shall be capable of remotely collecting numeric meter identification, hourly readings, premise leaks and tamper information,
 - 3. The meter reading data must interface with the Owner's billing system in a process whereby the Owner has the ability to produce meter bills at any given time interval or on any given day. The interface must be tested prior to replacing meters to ensure a smooth transition.
 - 4. All hardware and software supplied by the Contractor must be on the market today – the Owner will not accept new products that do not yet have successful field applications. The system shall be comprised of all new equipment of current manufacture and most current models of each type of equipment. All equipment shall have been manufactured within one year of the date of installation, unless otherwise detailed in the Technical Proposal and as approved by the Owner prior to contract execution.

5. The Proposer must provide local service and provide documentation that vendor has been in business for more than 5 years.
6. The AMI system shall be true, two-way communication enabled for advanced metering infrastructure (AMI). The Fixed Base AMI System must provide communication from the Fixed Base Host Software/computer to the Data Collectors and to the MIU/MTUs to allow programming and software upgrades over-the-air. The communication from the Collectors to the MIU/MTUs/endpoints must utilize an approved FCC frequency.
7. Leak detection functionality shall be provided to the maximum extent supported by the proposed meter, register, and endpoint technology.
8. Contractor shall coordinate development of, pay all costs of, and provide the transfer file to allow communications between the meter reading software and Owner's existing billing system. Transfer file use shall be validated before the training program specified elsewhere herein begins.
12. The System shall allow data collection (manual, probed, mobile RF and fixed Base) to operate together seamlessly in a hybrid system with a common interface with the Utility's current Billing Software.
13. AMI System shall be capable of collecting data from 100% of the area currently serviced by the Owner. The AMI System must provide system-wide readings from all MIUs. It must also provide hourly consumption data for each meter.
14. The software must have the capability to transmit all Owner meters at least 1 time daily, and enabled to read at a peak rate of four times per day. Software shall support operator-based security allowing the Owner to define operator users with varying authorization levels. The system shall log all operator changes and activities, so that a determination of specific operator responsibilities can be made.

B. FCC Requirements

1. The AMI system must comply with all applicable Federal Communication Commission (FCC) Rules & Regulations. All AMI equipment and system components shall be labeled in accordance with the FCC. The output power of the AMI system will be governed by the relevant FCC standards for the operating frequencies used. Provide supporting documentation in the Technical Proposal to verify compliance.

C. Data Collection Units (DCUs) for Fixed-Network AMI Systems

1. Contractor shall provide all equipment necessary to achieve required system performance and reading reliability.
2. The fixed-base network AMI system shall utilize a series of DCUs/repeater antennas to convey the meter data from each MIU/MTU back to the Fixed Base Host Software. Equipment must be as unobtrusive as possible and nearly invisible to the community. The number of DCUs shall achieve reliable coverage of 100% of the meters in the Owner's system and provide such functionality as priority alarms and over-the-air updates. The Owner would prefer no DCUs to be mounted on utility poles, nor on private property or at any locations which would lead to rental fees being assessed to the Owner during long-term use of the AMI system. If Vendor intends to utilize such property, it must be clearly stated in the Technical Proposal and any associated costs included in the Life Cycle Cost Analysis. Transceivers shall be mounted in NEMA 4X enclosures.

3. **Unit Cost for DCU's shall be included in the bid item "AMI SYSTEM INTEGRATION – GATEWAY AND PROPOGATION STUDY". Contractor is responsible for providing as many DCU's as needed to attain 100% reads across the system at all times. If additional DCU's are needed to meet read requirements, they shall be installed at no additional cost to the owner.**
4. Provide DCU in a NEMA 4X enclosure with battery back-up. Battery back-up must be capable of operating, for 8 hours during power failure. Enclosures shall be configured such that they can be secured with an Owner provided padlock.
5. The DCU/repeater units shall be powered by being hardwired into the structure's electrical system, to retrieve and relay meter readings to the base station. The DCU must be powered via 110 - 110V AC. Upon start-up after power failure, the DCU must restore databases, tables, and logs to the previous operational state. Upon power failure, the DCU shall retain the past three (3) days of meter data in a non-volatile memory. All costs associated with providing power to each unit are to be included in the Technical Proposal. If other arrangements for powering the DCUs/repeaters are being proposed, they must be listed in the Technical Proposal as an exception, and all costs associated with providing power to each unit are to be included in the Price Proposal.
6. DCUs shall be electrically isolated and protected against static discharge, electrical surges, and indirect lightning strikes. Antenna systems shall have electromagnetic pulse (EMP) protection. Data transmissions between MIU/MTUs and DCUs, and between DCUs and the Base Station, shall be in a proprietary format to reduce the risk of deciphering by outside entities.
7. The DCUs must have the capability of using Ethernet or GPRS modem to carry the data to the host server. The proposed method of backhaul communications from the DCUs to the base station shall be presented in the Technical Proposal, primary method desired to use Ethernet/IP if/where available.
8. The DCU must provide memory back-up, three (3) days minimum. It must be able to process up to 50,000 data packets per day.
9. Other Characteristics required, DCU must:
 - a. Have an operating temperature of -22°F to +140°F (-30°C to +60°C).
 - b. Have a storage temperature of -40°F to +185°F (-40°C to +70°C).
 - c. Have an operating humidity of 0 to 95% non-condensing.
 - d. Have a NEMA 4X enclosure and pass the UL50 (Underwriter's Laboratory) rain test.
 - e. Meet vibration requirement of MIL-810F.
10. Manufacturer's current production gateway, collector, or equivalent AMI infrastructure equipment manufactured by Sensus, Neptune or approved equal.

2.2 AMI SYSTEM SOFTWARE SERVICES

A. VENDOR HOSTED

1. The AMI Host Software must provide all the control needed in the network and provide for the essential functions of network management, meter communications, reporting, database configuration and alarms monitoring. It shall comply with prevailing industry standards.

2. Follow Paragraph 2.4.

2.3 METER INTERFACE/ TRANSMISSION UNITS (MIUs/MTUs)

- A. The Meter Transmission Units must be a compact electronic device connected to an absolute encoder registers of a meter. The MIU/MTU shall interrogate the encoder register and transmit the meter reading and other information to a tower-based Data Collector. The MIU/MTU shall be compatible with meter absolute encoder registers featuring 8-digit high resolution. The MIU/MTUs shall be manufactured in both wall and pit models. The wall MIU/MTU shall have the ability to be mounted in a basement or on the outside of a house. The pit MIU/MTU shall have the ability to be mounted in a pit or an underground vault. The wall and pit MIU/MTUs shall be a fully potted waterproof design. The MIU/MTU shall support communication with the data collector and Fixed Base Host Software.
- B. The MIU/MTU shall utilize direct communications with the Data Collector to allow for over-the-air communications between the two devices. Power shall be supplied to the MIU/MTU by at least a C-cell lithium battery with capacitor. Battery warranty shall be as specified in Paragraph 1.9.E.
- C. Each MIU/MTU will be housed in a molded plastic housing that is resistant to rain, ice, moisture, and temperature changes from -22 to +140 degrees Fahrenheit. The enclosure must house the complete unit which includes electronics, battery compartment, and wire connections. The unit will also have an internal antenna. If the MIU/MTU has field-replaceable batteries, they must be made up of a chemistry and design which is readily available and appropriate for consumer use and be of low toxicity. The expended batteries must be currently disposable without special permits. Each unit shall provide a location for a tamper deterrent seal.
- D. The MIU/MTU shall have the capability of sending priority alarms for leak, tamper, and backflow when connected to an encoder register and leak alerts when connected to an monitoring detection device using sound waves (acoustical vibrations) such as an AMI leak sensing device.
- E. Reading from the meter register shall not be impacted by a battery failure with the MIU/MTU.
- F. Manufacturer's current production AMI endpoint or /MIU/MTU Technology compatible with the proposed AMI platform manufactured by Sensus, Neptune or approved equal.

2.4 MANUFACTURER HOSTED (SOFTWARE) SERVICES

- A. The Owner desires the Vendor to provide hosted service for the AMI Fixed Network System as an alternate. Include what off-site hosting services that shall be provided to host the reading data and reporting data.
- B. The Owner shall retain ownership rights of the meter reading data at all times.
- C. The proposed system must provide powerful analytics based software that informs the utility of utility defined exception conditions via email or through the systems interface.

D. Host Software Specifications:

1. The Fixed Base Host Software must provide all the control needed in the network and provide for the essential functions of network management, meter communications, reporting, database configuration and alarms monitoring. It shall comply with prevailing industry standards and should run on a Windows compatible PC.
2. The software must support Fixed Base, Drive By, Hand Held- touch pad and manual readings under one software platform. The system must be able to operate as a hybrid, interfacing with the hand held meter reading system.
3. The software must be the latest analytical software package compatible with the AMI network and shall have a web-enable interface.
4. The System must allow for MIU/MTU message success rate and Data Collector performance to be monitored daily with system diagnostic information readily available on a "System Health" or Dashboard type screen. The Fixed Base Host Software must produce a DC download report for all DC units in the network. The report must list each DC unit by ID Number, Name and summary of the download statistics. The System must allow Utility personnel to configure key system critical alarms such as reverse flow, 24-hour continuous leak and distribution main leaks. The Software must be able to forward these alarms via email or text message to maintenance personnel that are assigned by the Utility.
5. In addition to obtaining the meter reading from an MIU/MTU the DC and Fixed Base Host Software, the System must also support the following information requirements:
 - a) The software shall show and retain a minimum of one year of hourly usage history.
 - b) The software shall be provided as a perpetual license to use the software with the supplied system, provided the annual maintenance agreement is upheld.
 - c) A minimum of 5 user licenses shall be included in the software pricing section. Cost for additional licenses shall be detailed in the Life Cycle Cost Analysis provided.
 - d) Ability to generate error reports identify which endpoints and data collectors have been inactive for a certain period of time. The software must support operator-based security allowing the Owner to define operator users with varying authorization levels and capabilities. Additionally, all aspects of that operator customization must be available (what screens they have access to, what data they can change, etc.).
 - e) The software should include the following standard reports for utility meters: Meter Reading History, Daily Leak Detection, Daily No-Use Meter, Daily Tamper Detection, and Backflow.
 - f) The software must provide for proactive exception alarms that can notify utility personnel via email or SMS text of desired exception conditions.
 - g) Storing additional meter readings and status flag information from other monitoring devices (such as distribution line leak noise loggers).
 - h) Must support single and dual register meters.
 - u) Must support meter readings (6-8 digits) and MIU/MTU ID numbers up to 10 digits.
 - j) Must support the encoder leak and backflow detection output information.

- k) Must interface with mobile meter reading software to support hybrid system operation.
- l) Must support GPS type data to identify locations of account graphically.
- m) Must have the capability to store all meter data information obtained from the Data Collectors (DC) for a minimum of two (2) years, with immediate access to 12 months of hourly readings.
- n) Must be able to retain the past three (3) rolling days of collected meter data in the case of a power outage or interruption in the communication link with the software.
- o) Must be able to monitor the status of the WAN and alert the user in the event of a problem impacting communication between the DC(s) and Fixed Base Software (Server receiving alarm information about signal strength, etc.).
- p) The supplier must provide the service of remotely monitoring the system and have controls in place to ensure optimized system operation.
 - 1) Must have the capability to monitor status/performance of the DC units in the network.
 - 2) Must generate a report of DCs that have not downloaded information by day or date range. The report must list DC ID number.
- q) Diagnostics must be available such that operators can evaluate performance and send instructions over the air to optimize performance of the DC(s) and the network.

PART 3 - EXECUTION

3.1 PRE-INSTALLATION MEETINGS

- A. Pre-installation meetings are not required for this Section.

3.2 PREPARATION

- A. Follow Section 331900.01, Part 3.2.

3.3 SAFETY

- A. Follow Section 331900.01, Part 3.3.

3.4 COORDINATION

- A. Coordinate integration of AMI system with the Owner and billing software system's company.
- B. Follow Section 331900.01, Part 3.5.

3.5 SCHEDULING

- A. Although most of the meters are located inside homes and businesses, the MIU/MTUs will be installed on the outside wall of the house or in pits (Exception located in SPEC 331900.01 Section 3.6C. If meters are being replaced as part of this project, all inside work, including running wires between meter and outside wall for the MIU/MTUs, will be performed per Specification Section 331900.01. If meters are to remain, but new wiring inside the home is required for the MIU/MTUs, it will be crucial to set up appointments for gaining access and permission to perform work inside the home/structure. It is most important to the Owner that proper care should be taken when entering resident's homes and businesses.
 - 1. Establish Work schedules that will minimize customer inconvenience and maximize gaining access to customer's premises.
 - 2. Installer Work schedules shall be subject to Owner's approval.
- B. Follow Section 331900.01, Part 3.4.

3.6 INSTALLATION-FIXED BASE AMI SYSTEM (COLLECTORS)

- A. Installer shall install DC Collectors as part of the contract. Installer shall be qualified to install the collector equipment and run all data and power cables between the antennae and the collector.
- B. The Contractor shall take a digital photo of the site before and after work is completed. These photos must be made available in a format easily accessed by the Owner's personnel.
- C. Install equipment on the Village's water tower. Additional sites as needed must be proposed by Contractor as part of the Technical Proposal and approved by Owner. Installer will be responsible for getting access/permission to any structure that is not owned by the Owner, bear all costs for same, and provide necessary access agreements, easements, etc. to the Owner.
 - 1. The Village's water tower is located off of Akron Road Smithville Ohio, at coordinates 40°51'12.4"N 81°52'23.9"W and on parcel 33-00901.00
- D. Install equipment in accordance with manufacturer's instructions and Laws and Regulations, to provide a complete, functional AMI System. System shall be capable of reading all meters in the Utility that are equipped with appropriate transceiver equipment, and shall transmit the collected data to the Owner's billing department and to web hosted storage.
- E. Contractor shall install DCU/repeater devices per the manufacturer's installation instructions. All costs for such installation, including provision of power and communications, shall be included in the Contractor's Price Proposal. Contractor shall use the utmost caution with installation personnel and practices when working at elevated locations or near power lines.
- F. All necessary electric requirements including trenching, conduit, and cabling needed to supply power from the power source outlet to the base station cabinet will be the

responsibility of the Installer. All electrical equipment shall be installed in accordance with local codes. It is the Installers responsibility to obtain easements (if necessary) approved by the Owner's Law Department.

- G. Install grounding material at the location of the collector installation. At a minimum, the material should consist of #4 or #2 stranded copper wire which will connect to the collector. Properly ground the collector and the antenna equipment.
- H. Provide sufficient foundation to secure the outdoor cabinet should an outdoor cabinet be required to house the collector. This foundation will consist of a concrete pad or steel structure that is designed to hold 600 lbs. per square inch.
- I. For installations requiring poles, the poles, installation, and related appurtenances shall be provided by the Manufacturer/Installer.
- J. Installer will make all data and power terminal, and antennae connections at the collector cabinet, this includes the connection from the power source, connection of the data line (supplied by the Owner) from the network access point at the site.
- K. Installer will provide all bracketing needed to mount the antennae at the site.
- L. Mount the collector cabinet (if needed) to the structure provided and identified by the Owner.
- M. Installer will provide all strapping hardware needed to run the data and power cables from the base of the collector site to the antennae if needed.
- N. Installer will provide the collector and antennae sufficient to receive meter data and provide the meter data to the head-end system via the wireless network connection provided by the Owner.
- O. Installer shall not weld on any water tanks for the purpose of mounting antennas. If water towers are used for antenna mounting, other means of mounting shall be utilized. Parties will mutually agree to the scope of work prior to the installation.

3.7 INSTALLATION OF MIU/MTUs

- A. The MIU/MTUs shall be installed in a neat and workman-like manner by technicians who have been trained and informed of the technical and procedural requirements of the Work.
- B. MIU/MTUs shall be installed in pits where required and on the outside of homes and businesses where meters are inside the structure. For homes or businesses where existing AMI endpoints have not been extended to the outside of the structure, new 3-wire extension kits shall be used to move the MIU to the outside of the structure. Extension kits shall either be new, unbroken 3-wire kits or spliced in a manner that is tamper proof for security of proper readings. Kits shall be as approved by the Owner. Connect all wires at both terminus ends.

- C. The Contractor shall provide on-site photos verifying the correct address as well as before and after pictures of the installation. These photos must be made available in a format easily accessed by the Owner's personnel.
- D. The following summary describes the general steps of the installation Work to be done. The actual Work may differ from this description, and will not be limited to these actions:
 - 1. Install MIU and associated wiring as required.
 - 2. Extend or replace existing wiring as necessary to facilitate MIU installation at the approved location.
 - 3. Replace existing meter, encoder register, and MIU where identified in the Bid Form or otherwise directed by the Owner.
 - 4. Program and configure MIUs, meters, and associated AMI components as required by the manufacturer.
 - 5. Test installation using manufacturer-approved equipment and verify communication with the AMI system.
 - 6. Document meter serial number, register information, MIU identification number, location information, and required photographs.
 - 7. Clean work area and restore affected surfaces.
 - 8. Inform homeowner or occupant of completed work.

3.8 ADDITIONAL WORK AS AUTHORIZED

- A. Any additional Work requested by the Owner will be performed on a negotiated time and material basis.

3.9 PROTECTION OF FINISHED WORK

- A. Protect finished work until it is placed into service, inspected by, and turned over to, the Owner.

3.10 FIELD QUALITY CONTROL

- A. Field Tests:
 - 1. Upon completion of installation, perform field testing in presence of Owner to verify complete functionality of the system.
 - 2. Field testing shall include test readings of a minimum of 50 meters and MIU/MTUs to demonstrate to Owner the satisfactory operation of the system including all DCUs, Base Station, and software. MIU/MTU locations for the test shall be selected by the Owner, shall be distributed around the utility, and shall include expected areas of difficult radio transmission to the furthest point in the Owner's distribution system from each AMI station provided.
 - 3. Criteria for Acceptance: Satisfy Owner that system performs as intended.
 - 4. The MIU/MTU must be tested at the time of installation to ensure a reading is captured. The Contractor must provide each technician with the required equipment capable of reading the MIU/MTU at the time of installation. The Contractor must immediately correct at the time of installation any defects observed during the testing procedures. The radio meter interface unit assembly shall also be tested for continuity.

according to the Manufacturer's instructions. An installation is determined to have been successfully completed when a valid reading and ID is obtained through the radio meter interface assembly in a manner acceptable to the Owner. The Contractor shall correct immediately any defects observed during the foregoing testing procedures.

- B. Manufacturer's Services: Provide services for equipment manufacturer's factory-trained service representative to supervise installation of the equipment, field testing of the system, and training of Owner's personnel.
- C. Conditional acceptance shall not relieve Contractor of the responsibility to ensure that 100% of meters in the utility are read by the fixed-network AMI system at project completion.

3.11 DATABASE MANAGEMENT

- A. Provide a parallel test of existing system read and bills vs. new AMI system and bills produced to verify accuracy of bills produced. Review with Village and billing provider to determine whether six full parallel billing cycles remain necessary.
- B. Follow Section 331900.01, Part 3.10.

3.12 CLEANING AND DISPOSAL

- A. Follow Section 331900.01, Part 3.11.

3.13 TRAINING

- A. Complete installation and operating instructions will be included for all of the supplied hardware and software equipment. The training must be supplied by the system manufacturer or approved Distributor. Bid must include any additional costs for training and assistance to install and begin operation of the system. The Installer will also inform the customer of any pre-installation activities that are to be completed and the support material that will be needed for the initial installation.
- B. The Contractor shall provide no less than four (4) 8-hour training days to Owner field and office staff on all aspects of product installation, AMI system hardware and software operation, AMI system maintenance, and the interface with the Owner's billing system. This training will take place at an Owner-designated location and at times coordinated with the Owner. The Owner reserves the right to videotape the training sessions for use in training other Owner personnel.
- C. The manufacturer must support new and ongoing training sessions and material that relates to the operation and maintenance of the fixed base system. Manufacturer will provide a detailed schedule of training options and also perform on-site training sessions for various employees of the utility. The manufacturer must also include other remote training alternatives for new and existing employees. The manufacturer must also support a user's

conference/forum in which users of the fixed base system have the ability to provide feedback for new products and best practices.

3.14 TECHNICAL SUPPORT AND SYSTEM MAINTENANCE

- A. Contractor shall supply toll-free telephone support to the Owner during Owner's normal business hours and after hours, for the purpose of answering Owner questions and troubleshooting operational issues with the meters and AMI system.
- B. Support Services: The manufacturer shall have a fully trained technical support department. The utility must have access to technical questions through a telephone based support desk. The trained technicians should be capable of answering and responding to various requests such as, but not limited to:
 - 1. Hardware, operational maintenance questions and problems.
 - 2. Software operational questions and problems.
 - 3. Assisting customer with configuring reports.
 - 4. Assisting with software updates.
 - 5. Troubleshooting hardware issues.
 - 6. Providing on-site training or evaluation as needed. The Help Desk must be available weekdays between 8:00 a.m. and 5:00 p.m. (Local Time) with after-hours numbers available as needed.
 - 7. The manufacturer will provide a complete set of installation and operating instructions for all the components of the fixed base system. Onsite training by authorized manufacturer personnel or their representatives must be provided.
 - 8. Identify the critical path items for installation and training needs.
 - 9. A Spanish-speaking interpreter may be needed in some instances.

END OF SECTION 330908.01

SECTION 331900.01 - UTILITY METERING EQUIPMENT

PART 1 – GENERAL

1.1 SCOPE OF WORK

- A. Furnish new consumer utility meters with encoder registers suitable for replacing existing consumer meters.
- B. This work includes installation of new utility meter and two-way MIU capable of meeting current and future meter reading needs as defined under this Project as a turn-key project. For MIUs follow Section 330908.01.

1.2 REFERENCES

- A. American Water Works Association:
 - 1. AWWA C700-09 - Standard Specifications for Cold Utility Meter - Displacement Type, Bronze Main Case.
 - 2. AWWA C702-10 - Standard for Cold Utility Meter - Compound Type.
 - 3. AWWA C706 -10 Standard for Direct-Reading, Remote-Registration Systems for Cold Utility Meter.
 - 4. AWWA C707 -10- Standard for Encoder-Type, Remote-Registration Systems for Cold Utility Meter.
- B. International Organization for Standardization:
 - 1. ISO 9001 - Standards of Quality Management Systems.
- C. National Sanitation Foundation, NSF International:
 - 1. NSF 61 - Standards for Drinking Water System Components.
 - 2. NSF 372- American National Standard for Lead Content in Plumbing Products.
- D. Materials and workmanship shall be in accordance with the following Standards:
 - 1. ANSI - American National Standards Institute
 - 2. AWS- American Welding Society
 - 3. CSA- CSA International- Product Testing and Certification Services
 - 4. FCC- Federal Communications Commission
 - 5. MIL-STD-810- United States Military Standard for Environmental Engineering Considerations and Laboratory Test Standards Emphasizing Environmental Design and Test Limits.
 - 6. NEC - National Electrical Code
 - 7. NEMA - National Electrical Manufacturers Association
 - 8. UL- Underwriters Laboratory
 - 9. Regulatory Agencies: Perform all Work in compliance with the requirements of the following regulatory agencies:
 - a) OSHA - Occupational Safety and Health Administration
 - b) EPA- Environmental Protection Agency
 - c) OWNER's Building Department and Utilities Departments

1.3 DEFINITIONS/ACRONYMS

1. AMI - Advanced Metering Infrastructure
2. AMR - Automated Meter Reading
3. FCC - Federal Communications Commission
4. Installer - Manufacturer's authorized installation contractor
5. Manufacturer - Supplier of the materials, products and services under this Section.
6. MIU or MTU - Meter Interface Unit or Meter Transmitter Unit
7. OWNER – synonymous with Village of Smithville
8. Water Department - Water Utility Department
9. Contractor - synonymous with the term "Vendor".
10. Substantial Completion – Installation of all meters and equipment provided under this Section with acceptable reading from meters achieved rate of 98.5% repeatable over 14 days.
11. Final Completion – Acceptable readings from meters achieved at rate of 100% repeatable over 14 days.

1.4 SYSTEM DESCRIPTION

- A. This project includes furnishing utility meters, encoder registers, MIUs, and associated appurtenances as identified in the Bid Schedule. Work may include installation of new utility meters, installation of MIUs on compatible existing meters, and associated services necessary to integrate all installed equipment into the AMI System specified under Section 330908.01.
- B. The meter and AMI manufacturer shall identify the country of origin and manufacturing location of all meters, registers, MIUs, gateways, and principal AMI system components proposed under this Contract. Equipment manufactured in ISO 9001 certified facilities shall be provided. Preference may be given to products manufactured in the United States and compliant with applicable Buy America and domestic manufacturing requirements.

1.5 BID REVIEW AND AWARD BY OWNER

- A. Award will be to the lowest and best bid, based on evaluation of the Bid Forms including: Price Proposal, Technical Proposal including meter simplicity, meter life, long-term accuracy, ability to convert the existing SSI software used by the City and other criteria that the Owner deems relevant to not only life cycle costs, but efficiency of operation and maintenance; and, Bid Proposal Questions Form. Lowest price only will not be the sole factor for awarding this project.
- B. The specifications are minimum requirements. The Owner reserves the right to choose the Manufacturer which best meets the needs, requirements, budgetary, and delivery necessities of the Owner.

1.6 SUBMITTALS

- A. Submittal Procedures: Requirements for submittals: Follow Section 013323.

B. INFORMATION TO BE SUBMITTED WITH THE BID: TECHNICAL PROPOSAL

1. Technical Proposal outline is included as part of the Bid Documents pages BF-16 through BF-17.
2. Provide copies of all materials required to establish compliance with the specifications. Submittals shall include published documents detailing important details of construction, installation instructions including drawings and descriptive literature, bulletins and/or catalogs of equipment, operating and maintenance instructions, repair manuals, and parts manuals.
3. Provide published terms and conditions of all warranties offered and, if warranty durations are different than specified in Paragraph 1.9, shall so note in the list of exceptions in the Technical Proposal. The Owner will not consider any third-party guarantees or warranties.
4. Provide information on required or optional maintenance programs beyond the warranty period for both hardware and software.
5. Manufacturers must submit any and all exceptions to the specifications. Exceptions must be listed on a sheet as part of the Technical Proposal. All exceptions will be considered with the Owner reserving the right to choose the meters, parts, and accessories which best meet the requirements of the Utility. Non-compliance in listing any exception may result in immediate rejection of the submitted bid.

C. SUBMITTALS AFTER AWARD OF CONTRACT

1. Submit, as provided in Section 013323 of these specifications, copies of all materials required to establish compliance with the specifications. Submittals shall include shop drawings showing important details of construction, installation instructions including drawing and descriptive literature, bulletins and/or catalogs of equipment, operating and maintenance instructions, repair manuals, and parts manuals.
2. Installation Plan. Submit detailed description of proposed installation. Indicate dimensions and tolerances, component connections and details, clearances required and installation requirements and details.
3. Product Data: Submit data on meters and meter setting equipment and accessories. Submit manufacturer's literature and data indicating rated capacities, dimensions, weights and point loads. Indicate accessories, electrical characteristics and connection requirements, wiring diagrams, and location and sizes of field connections.
4. Samples: Submit two sample meters one of each size representing a small 5/8-inch meter and a 2-inch or larger size meter illustrating materials of construction and finishes.
5. Design Data: Submit manufacturer's latest published literature; include illustrations, installation instructions, maintenance instructions, and spare parts lists.
6. Submit an affidavit of compliance from the meter manufacturer or supplier that the meters provided; comply with all applicable requirements of AWWA C700 and AWWA C707, AWWA C710 and AWWA C707, or AWWA C713 and AWWA C707 (as appropriate) and these specifications.
7. Submit a Certificate of Testing for accuracy from the manufacturer for each meter furnished, stating that the meter has been tested for accuracy of registration and that it complies with the accuracy and capacity requirements of AWWA C700, AWWA C707, or AWWA C713.

8. Manufacturer's Certificates: Submit Statement of Compliance, supporting data, from material suppliers attesting that valves and accessories provided meet or exceed AWWA Standards and specification requirements.

D. Manufacturer's Field Reports: Provide field reports for each site and include pre-install and post-install photographs, serial numbers for each component, coordinates, size, type, and other pertinent data, follow Paragraph 3.6.

1.7 QUALITY ASSURANCE

A. All named manufacturer's products must meet the applicable specifications in full, regardless of the appearance of the manufacturer's name.

B. The proposed system, including the utility meter, register, and transmitter, shall be the product of **one manufacturer** and shall be covered by the same manufacturer's warranty to avoid future problems with product compatibility, problems in determining which component caused the failure, and determining which company the Owner needs to pursue in the event of manufacturing defects.

C. Manufacturing: Meters supplied shall be from a company that has manufactured utility meter for at least ten (10) years and who manufactures all type and size meters indicated in these specifications. The specific models being supplied must have been in successful and continuous municipal service for at least two (2) years.

D. Meters: Manufacturer's name, model number, and serial number shall be permanently marked on each meter body.

1.8 QUALIFICATIONS

A. Manufacturer: Must be a Company specializing in manufacturing Products and materials specified in this Section with minimum ten (10) years documented experience in this type of manufacturing.

B. Installer: Company specializing in performing Work with minimum five (5) years documented experience or as approved by manufacturer.

1.9 WARRANTY

A. The Contractor shall include all manufacturer standard warranties associated with the proposed utility meters, registers, encoders, transmitters, MIUs, and related metering equipment furnished under this Contract.

B. The Contractor shall identify all available warranty coverage as part of the Technical Proposal and provide written warranty documentation from the manufacturer.

C. The Contractor shall assist the Owner in the administration and coordination of warranty claims during the applicable warranty periods.

- D. Optional extended warranty programs may be identified and submitted for Owner consideration; however, pricing for extended warranty programs beyond the standard manufacturer warranty shall not be required as part of the Base Bid unless specifically identified elsewhere in the Bid Schedule.
1. Provide manufacturer's written warranty, running to the benefit of Owner, agreeing to correct, or at option of Owner, remove or replace materials or equipment specified in this Section found to be defective during the standard manufacturer's warranty after the date of delivery unless modified below.
 2. Meters shall be guaranteed to meet AWWA New Meter Accuracy Standards for a period of five (5) years from the date of delivery for meters smaller than 1-inch. Meter main cases shall be guaranteed to be free from defects in workmanship and materials for a minimum period of twenty-five (25) years.
 3. Registers, encoders, transmitters, and associated electronic metering equipment shall be guaranteed for a minimum of twenty (20) years from the date of delivery.
 4. Battery-powered equipment shall be guaranteed for a minimum of ten (10) years, non-prorated, based upon the specified reading intervals and communication requirements of the AMI System.

1.10 MAINTENANCE SERVICE AND SUPPORT

- A. Follow the requirements of Section 330908.01 Paragraph 1.10. Manufacturer shall provide all support, software, communications, training, and service-related requirements associated with the metering equipment as part of the AMI System Service Package identified therein.
- B. A toll-free Help Desk number must be provided for system support.

1.11 DELIVERY, STORAGE, AND HANDLING

- A. The contractor shall protect meters and meter components, MIUs, DCUs and all AMI system components (appurtenances) from weather, moisture, possible damage, and theft by storing in a secure facility covered dry storage and staging location.
- B. The Contractor shall be responsible for storage of all meters, transmitters and other parts mentioned in this Section until installation, start-up, and acceptance.
- C. The Installer shall be responsible for unloading and loading of products and materials.
- D. The Owner reserves the right to inspect ALL and accept all meters, meter components, and AMI system components on site. They shall be in original sealed manufacturers shipping containers with labeling in place.
- E. The Contractor shall at their own expense replace all rejected meters and AMI system components. All meters and AMI system components shall be properly boxed to protect them against damage in shipment. Meters and AMI system components may be rejected by the Owner when damages to the container indicate the possibility of damage to the meter or AMI system components.

1.12 OWNER PROVIDED SERVICES/RESPONSIBILITIES

- A. The Owner will provide one existing meter reading device currently used to Contractor to get final reads. If Contractor desires more units, he shall provide as necessary at Contractor's cost.
- B. The Owner will provide the installer with a master account document, indicating account number, site address, customer name, meter size, and location for each meter scheduled for replacement, if known.
- C. The Owner will coordinate access to meter locations following Contractor's required attempts per Paragraph 3.4.D.

PART 2 – PRODUCTS

2.1 UTILITY METERS - GENERAL

- A. General Requirements:
 - 1. It is the intention of these specifications to obtain utility meter complete with electronic registers that meet the latest revision of the American Water Works Association (AWWA) standards C700 and C707; C710 and C707, or C713 and C707.
 - 2. All meter assemblies shall be tested and in compliance with the requirements of the latest revision of the applicable AWWA Standard. The testing information should be shown on every meter and also should be able to be streamed to the utility for inventory.
 - 3. All meters and registers shall be compatible with the proposed AMI system and capable of supporting future manufacturer-supported AMI technologies without replacement of the meter body.
 - 4. All meters and registers provided under this Contract shall be from a single manufacturer. All meter bodies and registers will be made in an ISO 9001 facility. It is preferred that facility is owned and operated by the meter company, and located within the USA.
- B. Meters:
 - 1. Positive displacement oscillating piston, nutating disc, and solid-state ultrasonic meter technologies shall be acceptable.
 - 2. All meters must meet and/or exceed AWWA Specifications for Low and High flows throughout their meter line.
 - 3. Meters must be No-lead Bronze meeting the requirements of NSF 61 and NSF 372, Safe Drinking Water Act (SDWA) Compliant, and all other federal, state and local requirements. Meter main cases shall be guaranteed free from defects in workmanship and materials for a minimum period of twenty-five (25) years.
 - 4. All meters will employ either:
 - a. A digital 8-digit encoder register with extended data capability; or
 - b. A fully integrated electronic register compatible with the proposed AMI system.
 - 5. Registers shall display totalized consumption and rate of flow. Resolution of meter reading shall be capable of measuring flow rates down to 0.10 gpm or better.
 - 6. Meters shall read in gallons for billing purposes.

7. Meters shall be of the sizes and quantities included in the schedule at the end of this section.

C. Registers:

1. Register must be permanent and hermetically sealed and firmly attached to meter case. A security seal must be provided to prevent easy removal and tampering.
2. The register must be an absolute encoder type and be readily adaptable to various AMR/AMI products without need for any on-site register programming.
3. The register shall be furnished with a test hand and/or a leak indicator and read in a manner consistent with the Owner's billing system. The size of the meter shall be marked permanently on the register dial face.

D. Miscellaneous:

1. Meters shall be supplied without coupling nuts, tailpieces and gaskets; however, bid items are in the proposal to supply same as directed by the Owner due to field conditions.
2. External Bolts and Washers: All external bolts and washers, etc. shall be of stainless steel or other corrosion resistant material as approved by the Owner and shall be easily removed from the main case.
3. Meters, couplings, tailpieces, fittings and all components in contact with drinking water shall conform fully to NSF 61 and NSF 372 requirements.
4. All meters must be serviceable and supported by a licensed factory distributor that services, installs, tests and sells meters from an office and warehouse preferably in Ohio.

E. EQUIPMENT VENDORS

1. All new meters must be provided from a single meter manufacturer.
2. The meter manufacturers acceptable to the Owner are as follows: Sensus, Neptune, or as approved.

2.2 METER TYPE

- A. All utility meters furnished under this Contract shall conform to the latest revision of the applicable AWWA standards, including AWWA C700, C707, C710, or C715 as applicable to the meter technology proposed.

B. Type:

1. Positive displacement oscillating piston, nutating disc, and solid-state ultrasonic meter technologies shall be acceptable.
2. Meters shall be equipped with tamper-resistant sealed encoder registers or fully integrated electronic registers compatible with the AMI System specified in Section 330908.01.
3. Sensus, Neptune, or approved equal manufacturers are acceptable.
4. Meters 5/8-inch through 1-inch shall utilize no-lead bronze main cases meeting the requirements of NSF 61, NSF 372, and all applicable federal, state, and local requirements.
 - a. All no-lead main cases shall be guaranteed free from manufacturing defects in workmanship and material for the life of the meter.

- C. Warranty: Meter main cases shall be guaranteed free from defects in workmanship and materials for a minimum period of twenty-five (25) years in accordance with Paragraph 1.9.
- D. Performance: Each meter shall be supplied with manufacturer's certification demonstrating compliance with applicable AWWA accuracy requirements.

PART 3 – EXECUTION

3.1 PRE-INSTALLATION MEETINGS

- A. Pre-installation meetings are not required for this Section.

3.2 PREPARATION

- A. Verify existing conditions at each site prior to commencing work at that site.
- B. Identify required lines, levels, contours and datum locations.
- C. Locate, identify and protect utilities to remain from damage.
- D. Do not interrupt existing utilities without permission and without making arrangements to provide temporary utility services.
 - 1. Notify the Owner not less than 2 days in advance of proposed utility interruption.
 - 2. Do not proceed without written permission from the Owner.
- E. The Owner support will be required during implementation of this Project to obtain access to meter boxes/pits and to coordinate utility interruptions. The Owner will provide notification in its billing to its customers that the Installer is performing the designated work and that possible service interruption may result.

3.3 SAFETY

- A. Background Checks - All Installer personnel that may potentially be involved in private property installations will be subject to a background check by the Owner's Police Department. Drug and alcohol testing will also be required. The Owner reserves the right to remove Installer personnel from the project if they are deemed to pose a risk to the customers on the water system.
- B. Identification - All Installer personnel shall wear shirts identifying the organization they are representing and shall have identification clearly visible on the exterior of their clothing. Identification shall list their first and last name, the name of the organization they represent and a contact number for the organization. Additionally, the vehicles shall have identification of the organization they represent. Should the Police Department determine that Owner issued identification is appropriate, this shall be clearly visible as well and worn at all times. Installer shall carry business cards with contact information to leave with residents and businesses.

- C. The Installer shall have the primary responsibility for the supervision, initiation, and maintaining all safety precautions and programs necessary to complete its Work associated with the Project. The Installer agrees to comply with all applicable regulations, ordinances, and laws relating to safety. It shall be the responsibility of the Owner, however, to assure that the sites controlled by the Owner at which the Installer is expected to do its Work are safe sites.
- D. The Installer shall be solely responsible for complying with all federal, state and local safety requirements, together with exercising precautions at all times for the protection of persons (including employees) and public and private property. It is also the sole responsibility of the Installer to initiate, maintain, and supervise all safety requirements, precautions and programs in connection with the Work. Submit Safety Plan prior to the Pre-Installation Meeting.
- E. Completion of a training program on safety, what to do in an emergency, customer complaints, and problems with meter installations.

3.4 SCHEDULING

- A. Since most of the meters are located inside home and businesses, it will be crucial to setup appointments for gaining access and permission to install new meters. It is most important to the Owner that proper care should be taken when entering resident's homes and businesses.
 - 1. Establish Work schedules that will minimize customer inconvenience and maximize gaining access to customer's premises.
 - 2. Installer Work schedules shall be subject to the Owner's approval.
- B. The Contractor must provide a fully staffed courteous and professional customer service department with flexible hours of operation from 7:00 AM to 7:00 PM Eastern Time, Monday through Friday. The Contractor must also provide a toll free number and offer customers flexible scheduling for weekends and evenings.
- C. Work hours for installation of the meters/transmitters shall be as arranged by the Installer with each homeowner by appointment in advance. Residents shall be contacted for appointments first by telephone and if unsuccessful after 3 attempts by telephone, then by "door knocking." Whether by telephone or "door knocking" no contact shall be made outside the specified working hours.
- D. If after making two (2) attempts by letter, three (3) attempts by phone, and one (1) attempt by leaving a pre-approved door hanger note, a resident is not responsive the Installer shall notify the Owner. Document all attempts. The Owner will make contact with the resident and arrange a mutually agreeable appointment. The Installer shall then complete the installation.
- E. If any meter and/or transmitter location is inaccessible, the Installer shall inform the resident verbally and in writing to make the location accessible. If after 14 days the location is still inaccessible, the Installer shall notify the Owner. Once the area is accessible, the Installer shall then complete the installation.

3.5 COORDINATION

- A. Coordinate Work with the Owner Meter operations within installation area. Verify with Owner if large meter types and/or sizes should be changed for any meters greater than or equal to 2-inch diameter.
- B. Provide a project manager to coordinate all installation activities with the customer and be the main contact point between the customer and Manufacturer/Installer during deployment. The project manager will also coordinate all installation activities with the meter company and contract installation crews hired by Manufacturer to install any equipment that is the responsibility of Manufacturer.
- C. In the event that locations exist where conditions prevail which require nonstandard work (i.e. move a service location etc., move fences for or other customer structures & items for access, install systems in heavy traffic locations alleys, parking lots, resize or services, etc.), the Installer and the Owner will discuss pricing and work may proceed from this point or the Owner may elect to exclude this work from the project.

3.6 INSTALLATION METERS/TRANSMITTERS

- A. For MIU installations, follow Section 330908.01 Part 3.7.
- B. Inaccessible equipment:
 - 1. If any meter and/or MIU location is inaccessible, the Contractor shall inform the resident verbally and in writing to make the location accessible.
 - 2. If after 14 days the location is still inaccessible, the Contractor shall notify the Owner, in writing. The Owner shall coordinate with the resident for accessibility. Once the area is accessible, the Contractor shall then complete the installation within 7 days.
- C. Photographic log:
 - 1. The Contractor shall take and log pre- and post-digital photography of the installation.
 - 2. One pre-construction photo shall document the serial number and final reading of the old meter/register. Customer address shall also be photographed for each meter.
 - 3. The final read and documentary photo shall be provided to the OWNER for billing purposes in an electronic format for ease of billing.
 - 4. Format of the photos shall be acceptable by Owner in a format readily accessible.
 - 5. The Contractor shall take and log latitude and longitude of each MTU location, as well as address.
- D. Valve operations:
 - 1. If no shut off exists before the meter inside the structure, the Contractor shall inform the Owner to arrange shut off by the Owner from the street/exterior of the building. Contractor shall allow a reasonable time for the Owner to schedule same.
 - 2. If a shut off valve(s) inside the structure is utilized and leaks after use, the Contractor shall make reasonable attempt to stop the leak.
 - 3. If unsuccessful, the Contractor will not be responsible to replace the valve unless authorized by Owner, but shall promptly notify the Owner. Contractor shall provide their own curb valve shutoff key and shall shut off the service to prevent damage.

E. Work Site Orderliness:

1. Contractors shall wear protective coverings over shoes at all times while in residences.
2. Drop cloths and other preventative measures shall be utilized in carpeted or "finished" areas of work.
3. Contractors shall perform all required cleaning to maintain original condition of work areas.
4. Any damage to the construction site resulting from this work shall be repaired to its original condition by this contractor. Documentation (pictures and written) of this shall be provided to the Owner's representative.

F. The following summary describes the general steps of the installation Work to be done. The actual Work may differ from this description, and will not be limited to these actions:

1. Coordinate installation activities with the Owner and customer.
2. Verify existing meter size, location, and service conditions.
3. Remove existing utility meter and install new utility meter where directed by the Contract Documents or Owner.
4. Install encoder register and associated metering equipment.
5. For MIU installation, wiring requirements, testing, and AMI system integration, follow Section 330908.01.
6. Program and configure meter, register, and associated AMI equipment as required by the manufacturer.
7. Verify meter operation and AMI system communication.
8. Document final installation information including serial numbers, addresses, photographs, and associated data required by these Specifications.
9. Clean the work area and restore affected surfaces.
10. Inform the property owner or occupant of completed work.

G. Water Shutoffs

1. The Installer, its agents and subcontractors, will be responsible for shutting off the water to each meter service as well as notifying each customer of the water shutoff. Some assistance may be required by Owner with the notification of its customers.
2. The installation team will knock on the doors of residential customers as well as leave notifications on their doors.
3. In the case of large commercial customers such as: schools, hospitals, nursing homes or any other commercial customer, special efforts will be made to ensure minimum disruption to their water needs. In order to prevent any damage from running flush valves or any other plumbing fixtures that are sensitive to water shutoffs, the Installer will schedule replacements with these commercial customers and will notify the maintenance personnel when turning the water back on at these facilities. Regardless of any effort of the Installer, ultimate responsibility of any and all fixtures inside buildings will remain the responsibility of the end user and/or Owner as detailed in the Utility's regulations.

H. Meter Boxes, Vaults, and Roadways: The Installer is responsible for repairing any damage it causes to meter boxes, vaults that result from the installation of the Project. The Installer shall not be liable for pre-existing conditions or leaks. The Installer may install new meter boxes as part of the project as authorized by the Owner, if this work is requested it shall be billed per item at a rate established under the Contract.

- I. Disinfection: Adhere to state laws and AWWA guidelines in conjunction with the replacement of the utility meter.

3.7 ADDITIONAL WORK AS AUTHORIZED

- A. Any additional Work requested by the Water Department Utility will be performed on a negotiated time and material basis. The Owner reserves the right to review each situation and make final decision regarding whether the additional work is the responsibility of, and therefore at the expense of, the Installer, home Owner/water customer, or Owner.
- B. Faulty Plumbing Repairs:
 - 1. If, in the Installer's opinion, the condition of the customer's existing service piping is such that significant damage would result from attempting to remove and replace the existing utility meter, the Installer shall inform the Water Department and their project manager. The Owner shall authorize the installer to make repairs at the Contingent Bid Item pricing for "FAULTY PLUMBING REPAIRS, CONTINGENCY, AS" included in the Bid, or as otherwise negotiated.
 - 2. The Installer is responsible for any damages that occur within 6" on either side of the utility meter resulting from the Project installation. Any damages incurred within this 6" area will be promptly repaired at the expense of the Installer. The Installer is not liable for damages outside the 6" zone, either on the water distribution side or on the customer side incurred from the Project installation including shutoff, temporary outage, and restart of water service. The Installer is not liable for any pre-existing conditions including leaks, faulty workmanship and materials from previous projects or rust. Should such conditions occur (i.e. leaks) the Installer shall document them and at Owner's written request repair them at prices included in the Bid or as otherwise negotiated, if not included in the Bid.
 - a. Major plumbing: piping replacement for meter setting, at a negotiated price acceptable to both parties. Property Owner and/or water service customer shall be consulted and permitted first right to perform repairs within an acceptable time-frame. Cost for this repair shall be paid by the Owner up front, and then charged back to the property Owner by the Owner as appropriate.
- C. Replace Non-Functioning Interior Shut-off Ball Valve
 - 1. Minor plumbing: Non-functioning, in-house shut-off ball valve replacement shall be authorized by the Owner for Installer to make repairs at the Contingent Bid Item pricing for "REPLACE NON-FUNCTIONING INTERIOR SHUT-OFF VALVE" included in the Bid, or as otherwise negotiated. See below.
 - a. Ball valve shall be constructed of Bronze with Buna-N rubber seats, and O-ring stem seals
 - b. Ends shall be appropriate for the connections in the home.
 - c. Valve shall open at 1.0 psi differential and seal at 0.25 psi differential.
 - d. Operations shall be that valve requires a 90 degree turn.
 - e. Ball valve shall be manufactured by; Mueller Industries Inc Model B&K, or as approved equivalent.
- D. Wiring: Provide three wire harness from meter/encoder to the MIU placed on the outside of the structure as directed by the Owner. Follow Section 330908.01.

- E. Minor carpentry: Includes cutting out and replacing a small section of wall, size not to exceed 16" x 16". The Owner shall authorize the installer to make repairs at the Contingent Bid Item pricing for "MINOR CARPENTRY WORK, CONTINGENCY, AS DIRECTED" included in the Bid, or as otherwise negotiated. Cost for this will be borne by the Owner. The drywall section removed shall be replaced with a 14" by 14" Reinforced Durable Plastic Drywall Access Panel by SUPPLY GIANT Model AP14 or as Approved by Owner.
- F. Major carpentry: Includes opening a wall and replacing it. The Village shall authorize the Contractor to make major repairs at a negotiated price acceptable to both parties. Property Owner and/or water service customer shall be consulted and permitted first right to waive repairs or to perform them at their cost. Cost for this repair shall be paid by the Village upfront, and then charged back to the property Owner by the Village as appropriate.

3.8 PROTECTION OF FINISHED WORK

- A. Protect finished work until it is placed into service, inspected by the Owner/Engineer, and turned over to the Owner

3.9 FIELD QUALITY CONTROL

- A. For MIU installations, follow Section 330908.01.

3.10 DATABASE MANAGEMENT

- A. The Installer or its agents shall be required to acquire certain data as it completes the installation work. This data shall include: the previous meter reading, the current meter reading, the new meter serial number, the new register serial number, the transmitter serial number, GPS coordinates for the location of the work. This information will be acquired and delivered to the utility in electronic form.
- B. The OWNER requires that the Installer provides database management services to ensure the accuracy of the records in the system. The following items must be addressed in this service:
 - 1. Name and address verification and correction
 - 2. Telephone number verification and correction
 - 3. Owner identification number verification and correction
 - 4. Meter identification number verification and correction.

3.11 CLEANING AND DISPOSAL

- A. The Installer will be responsible for keeping the Project area free from the accumulation of waste materials or trash that result from the Project-related Work. Upon completion of the initial Project-related Work, the Installer will remove all waste materials, trash, tools, construction equipment and supplies, and shall remove all surplus materials associated with the Project.

- B. All meters removed from service shall be the property of the installer for purposes of scrapping. The price bid shall include credit to the OWNER for the scrap value of removed registers, meters and appurtenances. Proper paperwork shall be completed for each meter removed.

3.12 TRAINING

- A. Complete installation and operating instructions must be included for all supplied meters.
- B. The Contractor shall provide no less than two (2) 8-hour training days to Owner field and office staff on all aspects of product installation and maintenance. This training will take place at an Owner-designated location and at times coordinated with the Owner.

3.13 SCHEDULE OF METERS FOR REPLACEMENT

ITEM	SIZE	TYPE	QUANTITY	NOTES
1	5/8" Residential Utility meter & install, complete	Inside	100	Minimum quantity of replacement meters included in the OPWC-funded base project, oldest meters per meter list first.

3.14 WATER METER LIST

- A. List of Water Meter addresses attached.

END OF SECTION 331900.01

ACCOUNT	ACCOUNT STATUS	INSTALLED DATE	REMOTE ID	SERIAL NUMBER	SERVICE LOCATION	METER STATUS	READING CYCLE
00708-001 (CENTERRA CO-OP)	Active	3/31/1989	12839362		668 E MAIN ST	Destroyed	North
00216-001 (SARIS, CHARLES)	Active	10/1/1990			170 FAIRLAWN ST	In Service	South
00002-001 (SMITH, ELIZABETH TRUST)	Active	6/15/1992	A1000032		381 W MAIN ST	In Service	North
00916-001 (RAMSIER, TIM)	Active	12/22/1993			790 E MAIN ST	In Service	North
00044-004 (VACANT)	Inactive	7/25/1994			207 W MAIN ST	In Service	North
00451-002 (LEONARDI, ERIN)	Active	10/10/1997	09438516		151 GABLE LN	In Service	South
00589-001 (MELUCH, AMY J)	Active	10/10/1997	06996236		335 NORTHEAST ST	In Service	South
00758-001 (BARR, CARSON)	Active	10/16/1997	08505780		200 EBERLY DR	In Service	North
00734-003 (JOEDI PROPERTIES)	Active	11/15/1997	07964197		467 NORTHEAST ST	In Service	South
00963-001 (HEATH, CYNTHIA)	Active	11/15/1997	07986886		390 NORTHEAST ST, Apt: 5	In Service	South
00619-001 (BLACKWELL, DAVID)	Active	11/15/1997	07964195		472 NORTHEAST ST	In Service	South
00627-001 (PEARCE, CHRISTY A)	Active	11/15/1997	07920019		390 NORTHEAST ST, Apt: 4	In Service	South
00629-001 (BURFIELD, KELLY)	Active	11/15/1997	08538862		390 NORTHEAST ST, Apt: 6	In Service	South
00592-001 (GLIEM, JUDY)	Active	11/15/1997	07993363		435 NORTHEAST ST	In Service	South
00620-001 (ROESEL, JILL L)	Active	11/15/1997	08545447		446 NORTHEAST ST	In Service	South
00624-001 (HOSKINSON, AARON)	Active	11/15/1997	08538853		390 NORTHEAST ST, Apt: 2	In Service	South
00938-001 (DUELL, ELIZABETH NINA)	Active	11/22/1997	07879929		390 NORTHEAST ST, Apt: 8	In Service	South
00590-001 (WELTY, FRANCINE K)	Inactive	11/22/1997	07982933	07982933	381 NORTHEAST ST	In Service	South
00621-001 (MILLER, MARK)	Active	11/22/1997	07990244		408 NORTHEAST ST, Apt: 1	In Service	South
00587-001 (SHIPPER, REBEKAH A)	Active	11/22/1997	08505782		285 NORTHEAST ST	In Service	South
00591-001 (HALL, BRANDON)	Active	11/22/1997	07996915		417 NORTHEAST ST	In Service	South
00625-001 (HETRICK, WILLIAM L)	Active	11/22/1997	07984093		390 NORTHEAST ST, Apt: 3	In Service	South
00445-001 (CERIANI, HEATHER)	Active	12/1/1997	08533177		170 GABLE LN	In Service	South
00897-001 (ADKINS, SEAN)	Active	1/1/1998	08516676		194 CARTER GROVE	In Service	North
00900-001 (KALLENBORN, JACOB)	Active	1/1/1998	08539012		196 CARTER GROVE	In Service	North
00641-001 (STEINER, CLINT)	Active	5/30/1998	08531281		278 NORTHEAST ST	In Service	South
00640-001 (MCCOY, TAMMY)	Active	5/30/1998	08529014		298 NORTHEAST ST	In Service	South
00586-001 (CLARK, CHARLES)	Active	5/30/1998	08510934		251 NORTHEAST ST	In Service	South
00642-001 (SNYDER, STEPHANIE)	Active	5/30/1998	08539015		252 NORTHEAST ST	In Service	South
00644-001 (BEAVER, RICHARD)	Active	5/30/1998	08500316		192 NORTHEAST ST	In Service	South
00581-001 (SALEM, BRITTNI)	Active	6/6/1998	07910505		391 E MAIN ST	In Service	North
00579-001 (ETZWILER, BRADY S)	Active	6/6/1998	09337167		341 E MAIN ST	In Service	North
00639-001 (RYNEER, KENNETH)	Active	6/6/1998	07988964		322 NORTHEAST ST	In Service	South

00582-001 (SMITHVILLE HISTORICAL SOCIETY)	Active	6/6/1998	07916291	391 E MAIN ST, Apt: 1	In Service	North
00583-001 (ALEXANDER, PAUL E)	Active	7/25/1998	09355455	425 E MAIN ST	In Service	North
00573-002 (MILLER, MATT)	Active	7/25/1998	09357648	299 1/2 E MAIN ST	In Service	North
00643-001 (BEERY, AARON ELIJAH)	Active	7/25/1998	09354888	230 NORTHEAST ST	In Service	South
00572-001 (SPENCER, THOMAS)	Active	7/25/1998	09374537	289 E MAIN ST	In Service	North
00575-001 (BARKER, ROBERT)	Active	7/25/1998	09354895	309 E MAIN ST	In Service	North
00971-001 (PALOMBI, ANGELO M.)	Active	8/20/1998	09360924	219 S MILTON ST, Apt: B5	In Service	South
00350-002 (FRIDAY, MONA L.)	Active	8/20/1998	09281151	219 S MILTON ST, Apt: D9	In Service	South
00343-001 (HILL, VALORIE)	Active	8/20/1998	09381501	169 S MILTON ST	In Service	South
00351-001 (CUMMINGS, HEATHER)	Active	8/20/1998	07995291	219 S MILTON ST, Apt: E12	In Service	South
00357-001 (SPENCER, MANDY)	Active	8/20/1998	07919729	219 S MILTON ST, Apt: D10	In Service	South
00349-001 (BEELER, EILENE)	Active	8/20/1998	09381790	219 S MILTON ST, Apt: A3	In Service	South
00354-001 (HAMMOND, KERRY)	Active	8/20/1998	07988730	219 S MILTON ST, Apt: E11	In Service	South
00365-001 (SANTOS, SHELDON H)	Active	11/7/1998	09318862	261 S MILTON ST, Apt: A1	In Service	South
00341-001 (NULL KAREN)	Active	11/7/1998	09371259	157 S MILTON ST	In Service	South
00377-001 (CRAYDEN, CARL)	Active	11/7/1998	09359935	261 S MILTON ST, Apt: C7	In Service	South
00379-001 (LEWIS, LAWRENCE)	Active	11/7/1998	09284207	261 S MILTON ST, Apt: C8	In Service	South
00355-001 (TRUJILLO, LORRAINE)	Active	11/7/1998	07987828	219 S MILTON ST, Apt: C7	In Service	South
00576-001 (POORMAN, JOHN)	Active	11/7/1998	07915936	319 E MAIN ST	In Service	North
00977-001 (WILES HANZIE REALTY)	Active	11/14/1998	09418197	261 S MILTON ST, Apt: B5	In Service	South
00338-001 (SWARMER, PAUL)	Active	11/14/1998	09415193	147 S MILTON ST	In Service	South
00568-001 (BARBER REALTY)	Active	11/14/1998	09357655	253 E MAIN ST	In Service	North
00567-001 (SMITHVILLE BRETHERN CHURCH)	Active	11/14/1998	09382423	241 E MAIN ST	In Service	North
00514-001 (MASTERS, JACOB A)	Active	1/19/1999	09373043	176 PARKVIEW CIR	In Service	South
00947-001 (CANTERA, MARIANA)	Active	5/1/1999	09370343	261 S MILTON ST, Apt: A2	In Service	South
00380-001 (GEISINGER, CONNIE M)	Active	5/1/1999	09372111	261 S MILTON ST, Apt: C9	In Service	South
00382-001 (PLATT, ROBERT)	Active	6/12/1999	09413953	307 S MILTON ST	In Service	South
00383-001 (DILYARD, RICK)	Active	6/12/1999	09410255	327 S MILTON ST	In Service	South
00638-001 (DICKSON, DANIEL P)	Active	6/12/1999	09062699	344 NORTHEAST ST	In Service	South
00535-001 (MAASZ, PHILLIP)	Active	6/19/1999	09381668	526 S MILTON ST	In Service	South
00391-001 (DERFLINGER, BRUCE)	Active	6/19/1999	09352388	473 S MILTON ST	In Service	South
00536-001 (GLASGO, WANDA I)	Active	6/19/1999	09371986	504 S MILTON ST	In Service	South
00387-001 (WEIDEMAN, KAREN)	Active	6/19/1999	09429463	411 S MILTON ST	In Service	South
00392-001 (RUDY, DANIEL)	Active	6/19/1999	09414978	493 S MILTON ST	In Service	South

00477-002 (CHAMBERS, JAMES III)	Active	6/26/1999	09156062	146 GABLE LN	In Service	South
00348-001 (BUCHWALTER, MEGAN)	Active	6/26/1999	09365826	219 S MILTON ST, Apt: A2	In Service	South
00386-001 (WRATHER, JILL)	Active	6/26/1999	09357649	383 S MILTON ST	In Service	South
00538-001 (WEIS, ASHLEIGH)	Active	6/26/1999	09415951	458 S MILTON ST	In Service	South
00390-001 (NIKKEL, ELLEN J.)	Active	6/26/1999	09363456	455 S MILTON ST	In Service	South
00976-001 (PLYBON, HILLARY A.)	Active	8/28/1999	09371241	476 S MILTON ST	In Service	South
00384-001 (BATES, JAMES A)	Active	8/28/1999	09352311	343 S MILTON ST	In Service	South
00554-001 (HOLMES, THOMAS R)	Active	8/28/1999	09384299	330 S MILTON ST	In Service	South
00373-001 (HACKETT, DEBRA)	Active	8/28/1999	09404654	261 S MILTON ST, Apt: B6	In Service	South
00556-001 (MALLETT, NATHAN)	Active	8/28/1999	09355073	322 S MILTON ST	In Service	South
00449-001 (BLY-HERNDON, ANGELA)	Active	9/1/1999	09333995	135 GABLE LN	In Service	South
00044-040 (VACANT)	Inactive	9/24/1999	09337161	300 S MILTON ST	In Service	South
00381-001 (HODGDON, GEORGE)	Active	9/24/1999	09337441	291 S MILTON ST	In Service	South
00550-001 (FRANTZ, LOWELL)	Active	9/24/1999	09354059	388 S MILTON ST	In Service	South
00540-001 (VAN DYNE, MITCHELL)	Active	9/24/1999	09284206	442 S MILTON ST	In Service	South
00553-001 (HOFFMAN, RACHEL)	Active	9/24/1999	09355072	350 S MILTON ST	In Service	South
00531-001 (FETTER, JARED)	Active	9/24/1999	09355079	463 PARKVIEW DR	In Service	South
00262-001 (ST PAUL LUTHERAN OF SMITHVILLE)	Active	10/1/1999	10480991	777 S SUMMIT ST	In Service	South
00806-001 (BUMGARDNER, PHILLIP)	Active	10/2/1999	09360606	314 N SUMMIT ST	In Service	North
00699-001 (HUBBARD, STACY)	Active	10/2/1999	09357220	153 N FRANKLIN CT	In Service	North
00823-001 (FULLER, ARCHIE)	Active	10/2/1999	09320976	238 JANE DR	In Service	North
00702-001 (PERTEE, JACOB EVERETT)	Active	10/2/1999	09333994	154 N FRANKLIN CT	In Service	North
00700-001 (MATTY, BETH)	Active	10/2/1999	09369236	155 N FRANKLIN CT	In Service	North
00784-001 (WITMER, RONALD)	Active	10/2/1999	09354405	389 N SUMMIT ST	In Service	North
00948-001 (EFAW, NATHAN)	Active	10/9/1999	09369237	442 N SUMMIT ST	In Service	North
00565-001 (FARMERS NATIONAL BANK)	Active	10/9/1999	09430397	149 E MAIN ST	In Service	North
00820-001 (BYLER, BRUCE)	Active	10/14/1999	09374024	239 JANE DR	In Service	North
00439-001 (GARVER, CONNIE)	Active	11/1/1999	09351120	398 W CENTER ST	In Service	South
00437-001 (MCILVAINE, JOHN H)	Active	11/1/1999	09411543	408 W CENTER ST	In Service	South
00885-001 (HOFF, MARILYN S)	Active	12/1/1999	09415113	107 CARTER GROVE	In Service	North
00887-001 (CALE, ASHLEY M)	Active	12/1/1999	09437619	109 CARTER GROVE	In Service	North
00078-001 (TSCHANTZ, DAVID E)	Active	1/25/2000	09428090	667 DENNIS CIR	In Service	South
00175-001 (REHM, KELLY)	Active	3/30/2000	09382770	153 WILSON ST, Apt: 1	In Service	South
00158-001 (RAEV, SERGEI)	Active	3/30/2000	09452293	545 FAIRLAWN ST	In Service	South

00175-003 (REHM, KELLY)	Active	3/30/2000	09360757	153 WILSON ST, Apt: 3	In Service	South
00173-001 (BUCHANAN, KRISTINA)	Active	3/30/2000	09376769	115 WILSON ST	In Service	South
00175-002 (REHM, KELLY)	Active	3/30/2000	09422453	153 WILSON ST, Apt: 2	In Service	South
00174-001 (EGGEMAN, TINA)	Active	3/30/2000	09372968	117 WILSON ST	In Service	South
00893-001 (HOWELL, RODNEY)	Active	4/1/2000	09456466	158 CARTER GROVE	In Service	North
00433-001 (WILSON, OMAR)	Active	4/1/2000	09055343	341 ELDORADO DR	In Service	South
00432-001 (MCCAMAN, MARLEEN)	Active	4/1/2000	09378530	319 ELDORADO DR	In Service	South
00431-001 (VIATOR, SCOTT)	Active	4/1/2000	09428092	303 ELDORADO DR	In Service	South
00730-001 (SPENCE, DOUGLAS D)	Active	5/6/2000	09333034	188 E MAIN ST	In Service	North
00429-001 (BERRY, BARBARA)	Active	5/6/2000	09333993	265 ELDORADO DR	In Service	South
00421-001 (DEBOARD, SANDI)	Active	5/6/2000	09423339	299 W CENTER ST	In Service	South
00274-001 (SCHATTSCHEIDER, BRANDON)	Active	5/6/2000	09354894	522 S SUMMIT ST	In Service	South
00427-001 (KLETT, RONALD)	Active	5/6/2000	09510399	361 W CENTER ST	In Service	South
00277-001 (BRADY, JAMES H, JR)	Active	5/6/2000	09436857	516 S SUMMIT ST	In Service	South
00890-001 (HAAS, MATTHEW & AMY)	Active	7/13/2000	09436863	133 CARTER GROVE	In Service	North
00442-001 (BONE, MICHAEL)	Active	7/15/2000	09431990	116 GABLE LN	In Service	South
00423-001 (CERIANI, DEBBIE)	Active	7/15/2000	09449085	321 W CENTER ST	In Service	South
00428-001 (RABER, DARREN)	Active	7/15/2000	09459820	251 ELDORADO DR	In Service	South
00422-002 (FARMER, VICTORIA)	Active	8/5/2000	13114714	360 W CENTER ST	In Service	South
00295-001 (PERCHINSKE, TAMARA)	Active	8/5/2000	09440326	254 S SUMMIT ST	In Service	South
00044-007 (VACANT)	Inactive	8/5/2000	12929234	328 W CENTER ST	In Service	South
00209-001 (DUONG, BRANDON)	Active	8/5/2000	09449087	236 FAIRLAWN ST	In Service	South
00458-001 (DAMRON, LISA M.)	Active	8/5/2000	09371086	250 W CENTER ST	In Service	South
00456-001 (WADE, DANIEL)	Active	8/5/2000	13067463	288 W CENTER ST	In Service	South
00211-001 (GROVE, RYAN)	Active	8/5/2000	09456427	234 FAIRLAWN ST	In Service	South
00455-001 (MORGRET, WAYNE)	Active	8/5/2000	13041797	314 W CENTER ST	In Service	South
00452-001 (JORDAN, SHELBY N)	Active	8/5/2000	13114112	368 W CENTER ST	In Service	South
00418-001 (BAKER, DEL)	Active	8/5/2000	13114873	283 W CENTER ST	In Service	South
00426-001 (BUSS, BRUCE)	Active	8/12/2000	09460991	349 W CENTER ST	In Service	South
00416-001 (SAMSON, ALEXANDER)	Active	8/12/2000	13051150	263 W CENTER ST	In Service	South
00464-001 (CATRONE, SHANNON)	Active	8/12/2000	12929236	168 W CENTER ST	In Service	South
00460-001 (FINN, PATRICK)	Active	8/12/2000	13056093	228 W CENTER ST	In Service	South
00937-001 (SUTTER, MATTHEW TYLER)	Active	10/1/2000	13114948	267 CHARLES ST	In Service	South
00892-001 (JOHNS, AIMEE)	Active	10/1/2000	09342817	152 CARTER GROVE	In Service	North

00044-011 (VACANT)	Inactive	10/1/2000	13083074	259 E MAIN ST	In Service	North
00214-001 (ELEGAN, NICOLE)	Active	11/1/2000	13114119	178 FAIRLAWN ST	In Service	South
00802-001 (MALCOMB, JOSEPH)	Active	11/29/2000	12941665	408 N SUMMIT ST	In Service	North
00352-001 (SMITH, ESTA)	Active	3/20/2001	13114545	219 S MILTON ST, Apt: C8	In Service	South
00246-001 (IMHOFF, WHITNEY N)	Active	6/1/2001	13056089	401 S SUMMIT ST	In Service	South
00313-001 (KENNEDY, HAROLD O)	Active	7/30/2001	13056091	200 W MAIN ST	In Service	North
00124-001 (MAIBACH, ABBIGAIL J)	Active	7/30/2001	09309115	524 W MAIN ST	In Service	North
00013-001 (TANNER, ROLAND)	Active	7/30/2001	09319712	593 W MAIN ST	In Service	North
00316-001 (HARTZLER, JEREMY C)	Active	7/30/2001	13113621	200 1/2 W MAIN ST	In Service	North
00739-001 (BUMGARDNER, TERRY)	Active	8/1/2001	12886519	161 N MILTON ST	In Service	North
00969-001 (GORMAN, NICOLE)	Active	8/18/2001	09311496	183 E CENTER ST	In Service	South
00731-001 (U S POST OFFICE)	Active	8/18/2001	09324303	152 E MAIN ST	In Service	North
00690-001 (LEEPER, JOSEPH)	Active	8/18/2001	09360396	809 E MAIN ST	In Service	North
00012-001 (STEUART, MARY)	Active	8/18/2001	09312051	571 W MAIN ST	In Service	North
00195-001 (KITHCART, KATHRYN)	Active	11/10/2001	09334738	280 FAIRLAWN ST	In Service	South
00430-001 (MEITZLER, JERRY)	Active	11/10/2001	09336829	275 ELDORADO DR	In Service	South
00196-001 (SCHUSTER, BARB)	Active	11/10/2001	32007433	278 FAIRLAWN ST	In Service	South
00221-001 (ISON, JAMES)	Active	11/10/2001	09326919	440 W MAIN ST	In Service	North
00842-001 (ALBRIGHT, FRANZ)	Active	11/10/2001	09366329	238 ANNA DR	In Service	North
00191-001 (MURRAY, AMANDA)	Active	11/10/2001	32007435	282 FAIRLAWN ST	In Service	South
00189-001 (CHAFFIN, LINDA J)	Active	11/17/2001	32007437	300 FAIRLAWN ST	In Service	South
00657-001 (CARB SERV PLUS)	Active	11/17/2001	32007430	589 E MAIN ST	In Service	North
00751-001 (SMITHVILLE INN)	Inactive	2/19/2002	13841228	109 W MAIN ST	In Service	North
00850-001 (MILLER, RENEE)	Active	4/1/2002	32053836	116 ANNA DR	In Service	North
00487-001 (BUSS, TYLER J)	Active	5/4/2002	32062960	314 E CENTER ST	In Service	South
00414-001 (AMSTUTZ, ROBERT)	Active	5/4/2002	32062964	178 DAWN DR	In Service	South
00472-001 (ERDMAN, JOHN)	Active	5/4/2002	32062957	109 E CENTER ST	In Service	South
00417-001 (GALE, JONATHAN)	Active	5/4/2002	32062967	249 W CENTER ST	In Service	South
00473-001 (DICKSON, STEVE)	Active	6/1/2002	32062959	129 E CENTER ST	In Service	South
00474-001 (EDWARDS, KENNETH)	Active	6/1/2002	32062968	145 E CENTER ST	In Service	South
00484-001 (MOSES, RODNEY W)	Inactive	6/8/2002	32053829	373 E CENTER ST	In Service	South
00483-001 (REUSSER, KENNETH S)	Active	6/8/2002	32053839	353 E CENTER ST	In Service	South
00552-001 (TURNER, MATTHEW)	Active	6/8/2002	32062966	360 S MILTON ST	In Service	South
00478-001 (PETERMAN, JON A)	Active	6/8/2002	32053834	199 E CENTER ST	In Service	South

00481-001 (BLOUGH, JOYCE)	Active	6/8/2002	32062965	227 E CENTER ST	In Service	South
00968-001 (GINNS, JAMIE)	Active	6/15/2002	32053830	201 W CENTER ST, Apt: 10	In Service	South
00394-001 (SCHULTE, DEBORAH)	Active	6/15/2002	32053828	201 W CENTER ST, Apt: 9	In Service	South
00723-001 (WALNUT NORTH INVESTMENT PROP)	Active	7/2/2002	32053832	292 E MAIN ST	In Service	North
00494-001 (EGGEMAN, RENEE)	Active	7/20/2002	32092538	162 HOOLEY DR	In Service	South
00485-001 (HURT, NANCY)	Active	7/20/2002	32092537	416 E CENTER ST	In Service	South
00489-001 (WHITE, JOLENE)	Active	7/20/2002	32053838	270 E CENTER ST	In Service	South
00482-001 (NICKLES, JAMES)	Active	7/20/2002	32053833	331 E CENTER ST	In Service	South
00470-001 (DUENKE, NATHANIEL)	Active	7/20/2002	32053831	110 W CENTER ST	In Service	South
00533-001 (FARVER, NATHAN)	Active	7/27/2002	32092532	507 PARKVIEW DR	In Service	South
00500-001 (EDGER, CHRISTINA)	Active	7/27/2002	32092531	512 PARKVIEW DR	In Service	South
00496-001 (FETZER, TRICIA)	Active	7/27/2002	32092535	206 E CENTER ST	In Service	South
00491-001 (PETERS, RAY)	Active	7/27/2002	31064829	286 HOOLEY DR	In Service	South
00495-001 (SKELLY, RICHARD)	Active	7/27/2002	31064831	228 E CENTER ST	In Service	South
00972-001 (PHILLIPS, JARED)	Active	8/10/2002	32092528	142 E CENTER ST	In Service	South
00532-001 (BAUGHMAN, MIKE)	Active	8/10/2002	32092527	465 PARKVIEW DR	In Service	South
00529-001 (SMITH, KATY)	Active	8/10/2002	32092529	399 PARKVIEW DR	In Service	South
00502-001 (FETTER, WANDA)	Active	8/10/2002	32092530	464 PARKVIEW DR	In Service	South
00468-001 (SNYDER, WILLIAM)	Active	8/10/2002	32092536	128 W CENTER ST	In Service	South
00501-001 (GREGORICH, MARILYN)	Active	8/10/2002	32092533	488 PARKVIEW DR	In Service	South
00503-001 (WINANS, CHAD)	Active	8/17/2002	13485793	448 PARKVIEW DR	In Service	South
00530-001 (LOWE, MARCIA R)	Active	8/17/2002	31064832	437 PARKVIEW DR	In Service	South
00515-001 (SINGER, RONALD)	Active	8/17/2002	13620800	158 PARKVIEW CIR	In Service	South
00526-001 (SHISLER, JENNIFER)	Active	8/17/2002	13573845	298 PARKVIEW DR	In Service	South
00800-001 (SHELLER, CARL)	Active	8/17/2002	31064830	430 N SUMMIT ST	In Service	North
00490-001 (HOSTETLER, CHARLES)	Active	10/5/2002	39203032	257 E CENTER ST	In Service	South
00447-001 (ALLEN, LARRY)	Active	11/1/2002	32092534	167 GABLE LN	In Service	South
00044-029 (VACANT)	Inactive	11/8/2002		238 E PROSPECT ST	In Service	North
00330-001 (ARNETTE, JERAMIE)	Active	11/9/2002	39203034	124 W MAIN ST	In Service	North
00335-001 (IMHOFF, LAURA N)	Active	11/9/2002	39203033	122 W MAIN ST	In Service	North
00967-001 (SUNDE, DEVIN)	Active	11/16/2002	31029039	201 W CENTER ST, Apt: 7	In Service	South
00403-001 (COGAR, ROBIN L)	Active	11/16/2002	39203042	201 W CENTER ST, Apt: 5	In Service	South
00397-001 (REAMES, MELISSA)	Active	11/16/2002	32007428	201 W CENTER ST, Apt: 8	In Service	South
00402-001 (TROYER, BRENDA)	Active	11/16/2002	39203038	201 W CENTER ST, Apt: 6	In Service	South

00407-001 (TILTON, KALEB)	Active	11/23/2002	39203039	201 W CENTER ST, Apt: 3	In Service	South
00404-001 (DAWSON, JOSIAH)	Active	11/23/2002	39203035	201 W CENTER ST, Apt: 4	In Service	South
00410-001 (COLLINS, TONY)	Active	11/23/2002	39203041	201 W CENTER ST, Apt: 2	In Service	South
00412-001 (MESSNER, PAMELA)	Active	11/23/2002	39203040	201 W CENTER ST, Apt: 1	In Service	South
00007-001 (ALVIS, MICHAEL)	Active	1/27/2003	53951749	245 N MILL ST	In Service	North
00005-001 (AUBREY, LEAH)	Active	1/27/2003	53245293	221 N MILL ST	In Service	North
00345-001 (MYERS, KELLY)	Active	2/25/2003	53245294	219 S MILTON ST, Apt: A1	In Service	South
00336-001 (CARPENTERS CUP, LLC)	Active	4/1/2003	06761810	116 W MAIN ST	In Service	North
00509-001 (GROSS, THOMAS N)	Active	4/3/2003	53245285	273 PARKVIEW CIR	In Service	South
00762-001 (SAYRE, MATTHEW G)	Active	4/3/2003	53245290	149 N CHURCH ST	In Service	North
00958-001 (FETZER, GARRETT)	Active	7/12/2003	53245288	361 E PROSPECT ST	In Service	North
00044-057 (VACANT)	Inactive	7/12/2003	53245289	122 E MAIN ST	In Service	North
00975-001 (THE HOMESTEAD BUILDING COMPANY)	Active	7/12/2003	53245289	122 E MAIN ST	In Service	North
00770-001 (SILLMAN, DANA A)	Active	7/12/2003	53245283	334 E PROSPECT ST	In Service	North
00950-001 (MCCULLOUGH, BAILEE)	Active	7/19/2003	53245284	209 WELLER DR	In Service	South
00954-001 (MILLER, TYLER)	Active	7/19/2003	53951996	211 WELLER DR	In Service	South
00684-001 (KARHAN, NATHANIEL)	Active	7/19/2003	53951993	255 WELLER DR	In Service	South
00687-001 (ROBINSON, DAVID)	Active	7/19/2003	53951992	673 E MAIN ST	In Service	North
00970-001 (DEBOARD, KAITLYN)	Active	7/26/2003	53951994	316 FAIRLAWN ST, Apt: 2	In Service	South
00973-001 (ADY, PHYLLIS)	Active	7/26/2003	53951747	316 FAIRLAWN ST, Apt: 3	In Service	South
00983-001 (KUEHN, DUANE)	Active	7/26/2003	53951750	292 FAIRLAWN ST, Apt: 2	In Service	South
00133-001 (SAMPSON, RACHELLE)	Active	7/26/2003	53951753	292 FAIRLAWN ST, Apt: 1	In Service	South
00138-001 (NORGAN, ASHLEY)	Active	7/26/2003	53951748	292 FAIRLAWN ST, Apt: 3	In Service	South
00140-001 (STOUGH, STACY)	Active	7/26/2003	53951997	316 FAIRLAWN ST, Apt: 1	In Service	South
00164-001 (BAUMAN, TERRY)	Active	8/30/2003	54274658	621 FAIRLAWN ST	In Service	South
00163-001 (KINDY, TRACI)	Active	8/30/2003	53951754	601 FAIRLAWN ST	In Service	South
00170-001 (MANNING, TIMOTHY I)	Active	8/30/2003	54274661	596 FAIRLAWN ST	In Service	South
00182-001 (BEACHY, LINDA)	Active	8/30/2003	54274662	530 FAIRLAWN ST	In Service	South
00961-001 (MITCHELL, COLTEN)	Active	10/18/2003	54274668	335 FAIRLAWN ST	In Service	South
00009-001 (MILLER, PATRICK)	Active	10/18/2003	54274669	202 N MILL ST	In Service	North
00146-001 (COTTRELL, MATTHEW)	Active	10/18/2003	54274666	337 FAIRLAWN ST	In Service	South
00319-001 (BNR RENTALS)	Active	10/18/2003	54274667	182 W MAIN ST	In Service	North
00518-001 (VANDRIEST, MEGAN)	Active	10/25/2003	39223557	136 PARKVIEW CIR	In Service	South
00457-001 (STUMP, JENNIFER)	Active	10/25/2003	39223552	268 W CENTER ST	In Service	South

00512-001 (VAN LANEN, JOHN)	Active	10/25/2003	39223555	216 PARKVIEW CIR	In Service	South
00677-001 (BEERY, ROGER)	Active	5/8/2004	39223551	143 WELLER DR	In Service	South
00488-001 (SMITH, DAVID)	Active	5/8/2004	55641403	294 E CENTER ST	In Service	South
00510-001 (JOHNSON, ELLEN)	Active	5/8/2004	55641399	280 PARKVIEW CIR	In Service	South
00508-001 (HESCHT, AMY)	Active	5/8/2004	55641400	243 PARKVIEW CIR	In Service	South
00943-001 (SMITH, JUSTIN ROBERT)	Active	5/12/2004	55641401	228 PARKVIEW CIR	In Service	South
00008-001 (BEERY, ANNE)	Active	6/12/2004	55641405	266 N MILL ST	In Service	North
00504-001 (MOOMAW, DOYLE)	Active	6/12/2004	55641395	159 PARKVIEW CIR	In Service	South
00505-001 (RYNEER, VICTOR)	Active	6/12/2004	55641404	195 PARKVIEW CIR	In Service	South
00252-001 (GORDON, JOHN)	Active	6/12/2004	55641397	527 S SUMMIT ST	In Service	South
00251-001 (PAULEY, JACK)	Active	6/12/2004	55641398	507 S SUMMIT ST	In Service	South
00929-001 (KECK, SANDRA K.)	Active	6/19/2004	55641394	219 PARKVIEW CIR	In Service	South
00810-001 (HOLDERMAN, JAMES)	Active	6/19/2004	55018304	254 N SUMMIT ST	In Service	North
00807-001 (GEORGE, ARNOLD N)	Active	6/19/2004	55018311	300 N SUMMIT ST	In Service	North
00804-001 (KERR, ROBERT)	Active	6/19/2004	55018314	360 N SUMMIT ST	In Service	North
00805-001 (WALTON, KEVIN)	Active	6/19/2004	55018306	340 N SUMMIT ST	In Service	North
00001-001 (DUKE/DUCHESS)	Active	6/26/2004	55018313	265 W MAIN ST	In Service	North
00811-001 (KAUFMAN, MARTHA)	Active	6/26/2004	55018305	186 N SUMMIT ST	In Service	North
00809-001 (THOMPSON, HILARY)	Active	7/10/2004	55018312	284 N SUMMIT ST	In Service	North
00286-001 (GASTON, JACOB)	Active	7/10/2004	56319902	398 S SUMMIT ST	In Service	South
00873-001 (PARSONS, TIFFANY)	Active	7/10/2004	55018310	369 N SUMMIT ST	In Service	North
00814-001 (BLANKENSHIP, MATTHEW)	Active	7/10/2004	55018303	152 N SUMMIT ST	In Service	North
00785-001 (KING, KAREN)	Active	7/10/2004	55018308	409 N SUMMIT ST	In Service	North
00245-001 (CRIDER, LARRY)	Active	7/10/2004	56319895	385 S SUMMIT ST	In Service	South
00018-001 (JUMP N SHOUT)	Active	8/1/2004	55171509	887 W MAIN ST	In Service	North
00740-001 (GREGGOR, MICHELLE)	Active	8/7/2004	56319894	185 N MILTON ST	In Service	North
00854-001 (EICKBUSH, DEBORAH)	Active	8/7/2004	56319905	384 W PROSPECT ST	In Service	North
00794-001 (STOTTSBERRY, KEN)	Inactive	8/7/2004	56319896	505 N SUMMIT ST	In Service	North
00788-001 (BEGLY, JOHN)	Active	8/7/2004	56319898	443 N SUMMIT ST	In Service	North
00939-001 (STEWART, MICHAEL PAUL)	Active	8/14/2004	56319899	490 N SUMMIT ST	In Service	North
00855-001 (WECKESSER, TOM)	Active	8/14/2004	56319903	310 W PROSPECT ST	In Service	North
00865-001 (JAMES, CONNIE)	Active	8/14/2004	56319904	240 W PROSPECT ST	In Service	North
00852-001 (TIPPLE, AMANDA)	Active	8/14/2004	56319900	434 W PROSPECT ST	In Service	North
00853-001 (ANDERSON, CHARLES)	Active	8/14/2004	56319897	408 W PROSPECT ST	In Service	North

00454-001 (THOMAS, CYNTHIA)	Active		8/18/2004	55172863		346 W CENTER ST	In Service	South
00206-001 (KAUFMAN, GWEN)	Active		10/6/2004	39223547		238 FAIRLAWN ST	In Service	South
00446-001 (SHAMP, DALE)	Active		11/4/2004	39223549		190 GABLE LN	In Service	South
00685-001 (HICKS, HELEN M)	Active		12/3/2004	39223550		313 WELLER DR	In Service	South
00866-001 (KING, PATRICIA S)	Active		1/10/2005	58412785		193 W PROSPECT ST	In Service	North
00867-001 (HUNTER, TERESA R)	Active		1/10/2005	58412774		187 W PROSPECT ST	In Service	North
00934-001 (SPARKS, QUINTIN ADAM)	Active		2/1/2005	09373199		219 S MILTON ST, Apt: B6	In Service	South
00713-001 (SKELLY'S TIRE & SERVICE CENTER)	Active		2/1/2005	57313497		600 E MAIN ST	In Service	North
00044-058 (VACANT)	Inactive		2/5/2005	09382902		261 S MILTON ST, Apt: B4	In Service	South
00020-001 (FRY, DONALD)	Active		2/22/2005	39223548		734 W MAIN ST	In Service	North
00045-001 (EVANS, DENNIS)	Active		2/22/2005	39223554		291 CHARLES ST	In Service	South
00904-001 (PITTMAN, MARILYN)	Active		4/1/2005	58412770		157 W PROSPECT ST	In Service	North
00846-001 (HURTE, ADAM)	Active		5/7/2005	56657168		206 ANNA DR	In Service	North
00528-001 (PAUL, STEVEN J)	Active		5/7/2005	57626361		379 PARKVIEW DR	In Service	South
00837-001 (ROTH, JEFFREY A)	Active		5/7/2005	57626371		177 ANNA DR	In Service	North
00095-001 (UNKEFER, STEPHANIE)	Active		5/7/2005	57626372		575 DAVID ST	In Service	South
00744-001 (SPENCE, SAMUEL)	Active		5/7/2005	57626364		211 N MILTON ST	In Service	North
00752-001 (SMITHVILLE HIST. SOCIETY)	Active		6/4/2005	57626368		178 EBERLY DR	In Service	North
00154-001 (WILLIAMS, STACIE)	Active		6/4/2005	57626370		537 FAIRLAWN ST	In Service	South
00156-001 (MASTERS, SANDRA)	Active		6/4/2005	57626363		541 FAIRLAWN ST	In Service	South
00858-001 (RAINES, SOLINDA)	Active		6/11/2005	56657166		284 W PROSPECT ST	In Service	North
00856-001 (MARKEN, JODI)	Active		6/11/2005	56657164		290 W PROSPECT ST	In Service	North
00863-001 (RANEY, STEPHANIE)	Active		6/11/2005	56657163		278 W PROSPECT ST	In Service	North
00131-001 (MOSER, HAROLD)	Active		6/11/2005	57626365		181 FAIRLAWN ST	In Service	South
00790-001 (WILKERSON, JOSHUA)	Active		6/11/2005	57626369		455 N SUMMIT ST	In Service	North
00741-001 (LUHRING, BRADLEY)	Active		6/11/2005	57626362		195 N MILTON ST	In Service	North
00171-001 (SMITH, MATTHEW)	Active		6/13/2005	56657165		150 WILSON ST	In Service	South
00256-001 (WEAVER, BETTE)	Active		6/13/2005	56657182		609 S SUMMIT ST	In Service	South
00044-031 (VACANT)	Inactive		6/17/2005	55172866		419 N SUMMIT ST	In Service	North
00792-001 (DEMLOW, RHIANNAN)	Inactive		6/17/2005	07002438		473 N SUMMIT ST	In Service	North
00979-001 (MILLER, ERIC)	Active		6/18/2005	56657172		196 N CHURCH ST	In Service	North
00979-002 (MILLER, ERIC)	Active		6/18/2005	56657173		267 E PROSPECT ST	In Service	North
00775-001 (GRANDE, ROBERT)	Active		6/18/2005	56657186		270 E PROSPECT ST	In Service	North
00782-001 (DEDIC, GEOFF)	Active		6/18/2005	56657183		168 E PROSPECT ST	In Service	North

00781-001 (CROOKS, ROBERT L)	Active	6/18/2005	56657180	178 E PROSPECT ST	In Service	North
00874-001 (RUNYON, MARY JO)	Active	6/18/2005	56657184	191 E PROSPECT ST	In Service	North
00864-001 (SMITH, BARBARA)	Active	6/18/2005	56657181	266 W PROSPECT ST	In Service	North
00944-001 (MILLER, LARRY)	Active	7/16/2005	56657178	245 E PROSPECT ST	In Service	North
00797-001 (FRANKS, JIM)	Active	7/16/2005	56657167	458 N SUMMIT ST	In Service	North
00566-001 (SMITHVILLE BRETHERN NEW ADDN.)	Active	7/16/2005	56657174	193 E MAIN ST	In Service	North
00879-001 (HORNER, PATRICK B)	Active	7/16/2005	56657179	235 E PROSPECT ST	In Service	North
00748-001 (LANDGRAFF, BRIAN)	Active	7/16/2005	56657169	221 N MILTON ST	In Service	North
00044-030 (VACANT)	Inactive	7/16/2005	56657177	198 E PROSPECT ST	In Service	North
00772-001 (PERTEE, JERRY)	Active	7/30/2005	57922878	304 E PROSPECT ST	In Service	North
00778-001 (WORSTELL, BROOKE)	Active	7/30/2005	58192915	248 E PROSPECT ST	In Service	North
00903-001 (ST CLAIR, SHARON)	Active	8/1/2005	58412772	163 W PROSPECT ST	In Service	North
00761-001 (MILLER, FRED & LYNETTE)	Active	8/6/2005	58192904	164 N CHURCH ST	In Service	North
00771-001 (COBLENTZ, CARMEN)	Active	8/6/2005	58192913	316 E PROSPECT ST	In Service	North
00727-001 (BROOKOVER, BRIAN)	Active	8/6/2005	58192912	220 E MAIN ST	In Service	North
00725-001 (AVENGERS HOLDINGS LLC)	Active	8/6/2005	58192916	242 E MAIN ST	In Service	North
00723-002 (WALNUT NORTH INVESTMENT PROP)	Active	8/20/2005	58192910	266 E MAIN ST	In Service	North
00236-001 (HARTZLER, ERIC)	Active	8/20/2005	58192917	181 S SUMMIT ST	In Service	South
00234-001 (HARTZLER, DIANE)	Active	8/20/2005	58192909	366 W MAIN ST	In Service	North
00718-001 (BUCHWALTER, STEVE)	Active	9/3/2005	58192914	390 E MAIN ST	In Service	North
00721-001 (SCHUERR, JENNI L)	Active	9/3/2005	58192907	308 E MAIN ST	In Service	North
00632-001 (RIGGIO, LISA)	Active	10/1/2005	07996919	390 NORTHEAST ST, Apt: 7	In Service	South
00498-001 (MCELROY, KARA)	Active	10/1/2005	06931101	186 E CENTER ST	In Service	South
00901-001 (ENDSLEY, DENISE)	Active	11/4/2005	58412771	169 W PROSPECT ST	In Service	North
00118-001 (BURNS, MARK A)	Active	12/3/2005	58412769	182 DAVID ST	In Service	South
00064-001 (FOY, MICHAEL)	Active	12/3/2005	58412775	187 DAVID ST	In Service	South
00841-001 (MACKO, ANNE)	Inactive	12/10/2005	58412782	225 ANNA DR	In Service	North
00670-001 (WILLIAMS, J & B)	Active	2/25/2006	58375424	161 WELLER DR, Apt: 2	In Service	South
00663-001 (AMSTUTZ, DELLA MAE)	Active	2/25/2006	58375430	159 WELLER DR, Apt: 2	In Service	South
00670-002 (WILLIAMS, J & B)	Active	2/25/2006	58375429	161 WELLER DR, Apt: 3	In Service	South
00665-001 (JOHNSON, ELISA)	Active	2/25/2006	58375427	159 WELLER DR, Apt: 3	In Service	South
00668-001 (LAMB, TIFFANY)	Active	2/25/2006	58375428	161 WELLER DR, Apt: 1	In Service	South
00676-001 (MERINO, STEPHANEE)	Active	2/25/2006	58375421	161 WELLER DR, Apt: 4	In Service	South
00719-001 (BOGGS, CALVIN)	Active	6/10/2006	59191006	362 E MAIN ST	In Service	North

00237-001 (ALLEN, ANDREW R)	Active	6/10/2006	59190997	199 S SUMMIT ST	In Service	South
00658-001 (STEELE, TANYA)	Active	6/10/2006	59191002	159 WELLER DR, Apt: 1	In Service	South
00720-001 (KLINE, LORIE L)	Active	6/10/2006	59190996	348 E MAIN ST	In Service	North
00655-001 (KRIEGER, LISA)	Active	6/16/2006	59191007	511 E MAIN ST, Apt: 3	In Service	North
00646-001 (ROJAS, HEIDI)	Active	6/16/2006	59190995	449 E MAIN ST	In Service	North
00715-001 (PATCHING, VERONICA)	Active	6/16/2006	59190994	424 E MAIN ST	In Service	North
00649-001 (GEISER, LARRY)	Active	6/16/2006	59191008	511 E MAIN ST, Apt: 1	In Service	North
00652-001 (BEAVER, COLTON)	Active	6/16/2006	59191004	511 E MAIN ST, Apt: 2	In Service	North
00044-025 (VACANT)	Inactive	6/16/2006	59190999	180 E MAIN ST	In Service	North
00710-001 (PERTEE, CHRIS)	Active	6/16/2006	59191003	626 E MAIN ST	In Service	North
00019-001 (LONG, AARON C)	Active	7/15/2006	59191005	4565 AKRON RD	In Service	North
00036-001 (BECKER, THERESA)	Active	7/15/2006	59190998	245 CHARLES ST	In Service	South
00914-001 (MAIBACH HOLDINGS, LLC)	Active	7/15/2006	59191010	883 W MAIN ST	In Service	North
00016-001 (HERITAGE BAPT CHURCH PARSONAGE)	Active	7/15/2006	59191001	679 1/2 W MAIN ST	In Service	North
00049-001 (WINANS, ALLEN)	Active	7/29/2006	59191009	304 CHARLES ST	In Service	South
00053-001 (DEHART, JANET E.)	Active	7/29/2006	59191011	238 CHARLES ST	In Service	South
00051-001 (KEIRSTEAD, DANA)	Active	7/29/2006	58412776	248 CHARLES ST	In Service	South
00048-001 (LEGUILLON, ELEANOR)	Active	7/29/2006	59191000	298 CHARLES ST	In Service	South
00046-001 (WINANS, JAY)	Active	7/29/2006	58412781	311 CHARLES ST	In Service	South
00953-001 (PAGNANO, TERESA)	Active	8/12/2006	58412784	642 E MAIN ST	In Service	North
00695-001 (BAUMAN, TERRY JR.)	Active	8/12/2006	58375423	832 E MAIN ST	In Service	North
00693-001 (SMITH, WILLIE F)	Active	8/12/2006	58375420	5697 AKRON RD	In Service	North
00648-001 (MITCHELL, ANDREA)	Active	8/12/2006	58412783	465 E MAIN ST	In Service	North
00981-001 (KEITH & JULIE PATTERSON)	Active	8/19/2006	58375422	201 CHARLES ST	In Service	South
00982-001 (ROOD, BARBIE)	Active	8/19/2006	58375422	201 CHARLES ST	In Service	South
00029-001 (KAUF, DYLAN T)	Active	8/19/2006	58375431	203 CHARLES ST	In Service	South
00689-002 (RIVERVIEW INDUSTRIAL WOOD PROD)	Active	8/24/2006	12726649	179 GILBERT DR	In Service	South
00689-001 (RIVERVIEW INDUSTRIAL WOOD PROD)	Active	8/24/2006	60640233	179 GILBERT DR	In Service	South
00689-003 (RIVERVIEW INDUSTRIAL WOOD PROD)	Active	8/24/2006	32062958	179 GILBERT DR	In Service	South
00952-001 (BISE, TAMI)	Active	8/26/2006	60640225	5671 AKRON RD	In Service	North
00033-001 (GERSPACHER, TRAVIS)	Active	8/26/2006	60640228	223 CHARLES ST	In Service	South
00623-001 (TILTON, MATTHEW)	Active	10/1/2006	07920018	390 NORTHEAST ST, Apt: 1	In Service	South
00413-001 (LIVENGOD, MARK & STEPHANIE)	Active	3/29/2007	60824191	145 DAWN DR	In Service	South
00521-001 (FRANTZ, LAURA)	Active	4/1/2007	54274660	351 PARKVIEW DR	In Service	South

00343-002 (HILL, VALORIE)	Active	4/6/2007	60824185	562 W MAIN ST	In Service	North
00015-001 (HERITAGE BAPT CHURCH)	Active	5/1/2007	09229984	679 W MAIN ST	In Service	North
00613-001 (SCHLATTER, HEIDI)	Active	6/2/2007	60824178	206 MOSS CREEK CIR	In Service	South
00600-001 (WENGER, SONYA K)	Active	6/2/2007	60824194	155 MOSS CREEK CIR	In Service	South
00078-001 (PETRACCI, JENNIFER)	Active	6/2/2007	61526536	227 E PROSPECT ST	In Service	North
00089-001 (LOWER, RITA)	Active	6/2/2007	61526535	501 DAVID ST	In Service	South
00086-001 (CYRUS, CHERIE L.)	Active	6/2/2007	61526539	447 DAVID ST	In Service	South
00050-001 (MOSIER, DUSTY)	Active	6/10/2007	61526534	266 CHARLES ST	In Service	South
00058-001 (KROWNAPPLE, TAMARA)	Active	6/10/2007	61526542	128 CHARLES ST	In Service	South
00024-001 (BING, GREGORY A.)	Active	6/10/2007	61526543	183 CHARLES ST	In Service	South
00942-001 (POWERS, JONATHAN)	Active	6/16/2007	60824189	214 CHARLES ST	In Service	South
00066-001 (RABER, TRISTEN)	Active	6/16/2007	60824182	627 DAN ST	In Service	South
00042-001 (CUTTER, COLSTON)	Active	6/16/2007	60824181	259 CHARLES ST	In Service	South
00069-001 (BAKER, ELSTER)	Active	6/16/2007	60824177	668 DAN ST	In Service	South
00067-001 (NOLT, JR., RONALD L.)	Active	6/20/2007	60824180	655 DAN ST	In Service	South
00109-001 (CHRISTOPHER, MARY)	Active	7/21/2007	61907946	368 DAVID ST	In Service	South
00088-001 (WADE, MATTHEW B)	Active	7/21/2007	61907955	481 DAVID ST	In Service	South
00819-001 (SHALALA, TIMOTHY)	Active	8/4/2007	61907941	225 JANE DR	In Service	North
00434-001 (VIATOR, KENNETH)	Active	8/4/2007	61907956	405 W CENTER ST	In Service	South
00832-001 (CANODE, STEPHEN)	Active	8/4/2007	61907948	200 JANE DR	In Service	North
00272-001 (GOODING, DANIEL)	Active	8/4/2007	61907942	552 S SUMMIT ST	In Service	South
00849-001 (KAUFFMAN, ALISON)	Active	8/11/2007	61907949	142 ANNA DR	In Service	North
00833-001 (BOWMAN, ASHLEY)	Active	8/11/2007	61907944	111 ANNA DR	In Service	North
00834-001 (ENDSLEY, DALE)	Active	8/11/2007	61907951	133 ANNA DR	In Service	North
00843-001 (BOCKA, JANET)	Active	8/11/2007	61907945	226 ANNA DR	In Service	North
00830-001 (FREEZE, DONNA)	Active	8/11/2007	61907943	202 JANE DR	In Service	North
00689-005 (RIVERVIEW INDUSTRIAL WOOD PROD)	Active	8/15/2007	60824187	179 GILBERT DR	In Service	South
00466-001 (MILLER, ROBERT H)	Active	9/1/2007	60824186	167 W CENTER ST	In Service	South
00044-012 (VACANT)	Inactive	9/12/2007	58192920	481 NORTHEAST ST	In Service	South
00087-001 (PANNELL, MICHAEL)	Active	12/7/2007	62145447	461 DAVID ST	In Service	South
00108-001 (LINGLE, CASEY)	Active	1/2/2008	62145454	386 DAVID ST	In Service	South
00385-001 (PETERMAN, DAISY)	Active	5/30/2008	62145457	363 S MILTON ST	In Service	South
00964-001 (FERRARA, MIKE)	Active	6/6/2008	62145448	317 W CENTER ST	In Service	South
00601-001 (ULLMAN, TROY)	Active	7/28/2008	62145456	171 MOSS CREEK CIR	In Service	South

00822-001 (WILLARD, JAMES)	Active	8/4/2008	61907947	268 JANE DR	In Service	North
00104-001 (LINGLE, DON)	Active	8/27/2008	62145458	392 DAVID ST	In Service	South
00615-001 (SHULL, DAVID S)	Active	9/25/2008	62145449	172 MOSS CREEK CIR	In Service	South
00779-001 (RETTIG, AMY)	Active	10/1/2008	62145453	218 E PROSPECT ST	In Service	North
00358-001 (KAPPER, MARY JO)	Active	1/27/2009	62145459	219 S MILTON ST, Apt: B4	In Service	South
00044-027 (VACANT)	Inactive	4/30/2009		115 N MILTON ST	In Service	North
00894-001 (KARLEN, CHAD)	Active	7/30/2009	62145462	180 CARTER GROVE	In Service	North
00337-001 (GOLD RIVER INVEST, LLC)	Active	10/1/2009	09373372	133 S MILTON ST	In Service	South
00839-001 (DODD, JACKIE)	Active	10/1/2009	69975749	197 ANNA DR	In Service	North
00848-001 (WEIGMAN, JASON L)	Active	3/1/2010	13114717	162 ANNA DR	In Service	North
00609-001 (RICE, TAMMI)	Active	7/1/2010	32007429	281 MOSS CREEK CIR	In Service	South
00519-001 (MALONE, JANET)	Active	7/1/2010	62145464	406 PARKVIEW DR	In Service	South
00816-001 (MOFFETT, LINDA)	Active	8/23/2010	62145463	203 JANE DR	In Service	North
00548-001 (LORENZ, SUSAN)	Active	9/3/2010	32007438	420 S MILTON ST	In Service	South
00544-001 (SMART, KATHRYN M.)	Active	9/3/2010	60824188	416 S MILTON ST	In Service	South
00708-001 (CENTERRA CO-OP)	Active	12/9/2010	62742751	668 E MAIN ST	In Service	North
00599-001 (MAXYMIV, MATTHEW)	Active	2/1/2011	69975751	137 MOSS CREEK CIR	In Service	South
00238-001 (RADER, LINDA K.)	Active	2/12/2011	32007427	219 S SUMMIT ST	In Service	South
00044-022 (VACANT)	Inactive	4/1/2011		735 E MAIN ST	In Service	North
00309-001 (GALICKI, PAULA S)	Active	5/31/2011	69975752	218 W MAIN ST	In Service	North
00941-001 (SCOTT, CONNIE)	Active	7/22/2011	60824183	418 S MILTON ST	In Service	South
00097-001 (CARR, STEVE)	Active	12/1/2011	69975753	554 DAVID ST	In Service	South
00061-001 (MOLINE, JAMES A)	Active	12/1/2011	69975754	135 DAVID ST	In Service	South
00871-001 (MAVERICK STAINLESS FABRIC)	Active	1/3/2012		301 W PROSPECT ST	In Service	North
00876-001 (SMUCKER, MATTHEW)	Active	1/12/2012	69975759	217 E PROSPECT ST	In Service	North
00871-001 (MAVERICK STAINLESS FABRIC)	Active	1/30/2012	69975760	301 W PROSPECT ST	In Service	North
00125-001 (PRATT, MICHELE A.)	Active	1/31/2012	69975755	508 W MAIN ST	In Service	North
00618-001 (FAWCETT, FLOYD)	Active	5/1/2012	71196125	122 MOSS CREEK CIR	In Service	South
00925-001 (WAYNE COUNTY CAREER CENTER)	Active	5/1/2012	71170957	518 W PROSPECT ST	In Service	North
00151-001 (CALTRIDER, CALLIE)	Active	6/8/2012	71196122	527 FAIRLAWN ST	In Service	South
00605-001 (GUMP, CARLI)	Active	7/1/2012	71196123	235 MOSS CREEK CIR	In Service	South
00978-001 (MYERS, KAYLA)	Active	7/6/2012	69975756	179 NORWOOD CT	In Service	South
00703-001 (CARBURETOR SERVICE PLUS)	Active	7/27/2012	71196124	774 E MAIN ST	In Service	North
00476-001 (SCHMITT, CHERYL)	Active	8/6/2012	71196121	159 E CENTER ST	In Service	South

00044-003 (VACANT)	Inactive		8/20/2012		435 S SUMMIT ST	In Service	South
00603-001 (REITH, CHARLES)	Active		8/27/2012	71549160	219 MOSS CREEK CIR	In Service	South
00918-001 (SMITHVILLE FIELD HOUSE)	Active		9/18/2012	71523289	100 SMITHIE DR	In Service	North
00326-001 (PRINCEHORN, KATHERINE)	Active		10/12/2012	39203031	130 W MAIN ST	In Service	North
00322-001 (ROSS, DAPHNE S)	Active		10/12/2012	71549163	134 W MAIN ST	In Service	North
00836-001 (NUSSBAUM, DANNY)	Active		10/17/2012	71549161	157 ANNA DR	In Service	North
00847-001 (MOSS, BILL)	Active		10/17/2012	71549164	182 ANNA DR	In Service	North
00218-001 (YANUTA, JAMES)	Active		10/23/2012	71549162	476 W MAIN ST	In Service	North
00068-001 (GLIEM, BRIENNE)	Active		11/7/2012	71549159	665 DAN ST	In Service	South
00054-001 (HOWELL, JULIE ANN)	Active		11/7/2012	71522457	216 CHARLES ST	In Service	South
00233-001 (BOMBERGER, GRACE)	Active		11/9/2012	71522455	386 W MAIN ST	In Service	North
00240-001 (SNYDER, ALLEN)	Active		1/23/2013	71522458	295 S SUMMIT ST	In Service	South
00102-001 (BRILLHART, RITA)	Active		1/23/2013	71522453	406 DAVID ST	In Service	South
00101-001 (PRESTON, TIMOTHY C)	Active		1/23/2013	71522456	412 DAVID ST	In Service	South
00011-001 (FREEMAN, GAVIN)	Active		1/23/2013	71905490	543 W MAIN ST	In Service	North
00285-001 (AMMON, LISA)	Active		1/23/2013	70095636	408 S SUMMIT ST	In Service	South
00070-001 (WHITE, DIANA L)	Active		1/23/2013	70664459	656 DAN ST	In Service	South
00300-001 (THOMAS, CHARLES)	Active		1/24/2013	71905487	210 S SUMMIT ST	In Service	South
00073-001 (SMITHVILLE UNITED METHODIST CH)	Active		1/24/2013	71905489	249 DAVID ST	In Service	South
00126-001 (OLSEN, PHILIP)	Active		1/24/2013	71905486	157 FAIRLAWN ST	In Service	South
00037-001 (RALSTON, CHERYL H)	Active		1/25/2013	71905488	247 CHARLES ST	In Service	South
00081-001 (MIDDLETON, RANDY)	Active		1/25/2013	69975763	365 DAVID ST	In Service	South
00110-001 (GERBER, RUSSELL)	Active		1/25/2013	71905491	348 DAVID ST	In Service	South
00248-001 (STRADER, HONORE)	Active		1/25/2013	69975764	465 S SUMMIT ST	In Service	South
00946-001 (GONZALEZ, SAMUEL)	Active		1/30/2013	69975762	128 S MILL ST	In Service	South
00227-001 (ROGERS, GENEVIEVE)	Active		1/30/2013	69975766	124 S MILL ST	In Service	South
00223-001 (FORREN, HAROLD)	Active		1/30/2013	69975761	424 W MAIN ST	In Service	North
00161-001 (DALENBERG, TIMOTHY J)	Active		1/30/2013	69975765	583 FAIRLAWN ST	In Service	South
00931-001 (FOSTER, TRENTON SCOT)	Active		2/20/2013	72054590	169 FAIRLAWN ST	In Service	South
00278-001 (KEITH'S BUS GARAGE)	Active		2/20/2013	72054592	500 S SUMMIT ST	In Service	South
00115-001 (POLEN, BRIAN)	Active		2/20/2013	72054589	222 DAVID ST	In Service	South
00113-001 (DOWNEY, HAROLD)	Active		2/20/2013	72054593	264 DAVID ST	In Service	South
00132-001 (YODER, TIM)	Active		2/21/2013	72054614	189 FAIRLAWN ST	In Service	South
00159-001 (STAHL, SUSAN)	Active		2/21/2013	72054615	563 FAIRLAWN ST	In Service	South

00749-001 (SMITHVILLE METHODIST CH)	Active	2/21/2013	71091307	243 N MILTON ST	In Service	North
00851-001 (WAYNE CO COMM FED CREDIT UNION)	Active	2/21/2013	72054613	311 KAUFMAN DR	In Service	North
00114-001 (HOLMES, THOMAS)	Active	2/22/2013	72054622	248 DAVID ST	In Service	South
00299-001 (MCKEE, BOBBIE)	Active	2/22/2013	72054618	224 S SUMMIT ST	In Service	South
00281-001 (WICKENS, DEBRA)	Active	2/22/2013	72054623	476 S SUMMIT ST	In Service	South
00014-001 (GUTHRIE, JOHN)	Active	2/22/2013	72054620	643 W MAIN ST	In Service	North
00951-001 (HART, DONALD L.)	Active	2/27/2013	72054621	385 DAVID ST	In Service	South
00283-001 (SWARTZENTRUBER, RICHARD)	Active	2/27/2013	72054568	438 S SUMMIT ST	In Service	South
00002-001 (SMITH, ELIZABETH TRUST)	Active	2/27/2013	72054567	381 W MAIN ST	In Service	South
00100-001 (TRENT, PAUL N.)	Active	2/27/2013	72054569	430 DAVID ST	In Service	South
00123-001 (CRONE, HOWARD E)	Active	2/27/2013	72054619	544 W MAIN ST	In Service	North
00130-001 (ULLMAN, THURMAN)	Active	2/28/2013	72054562	177 FAIRLAWN ST	In Service	South
00111-001 (LAIRD, BETH)	Active	2/28/2013	72054565	310 DAVID ST	In Service	South
00293-001 (MILLER, CRAIG)	Active	2/28/2013	72054563	292 S SUMMIT ST	In Service	South
00060-001 (STOLLER, JUDY)	Active	2/28/2013	72054566	620 W MAIN ST	In Service	North
00063-001 (STETLER, CHARLOTTE)	Active	2/28/2013	72054564	161 DAVID ST	In Service	South
00940-001 (POLING, TROY EUGENE)	Active	3/1/2013	72054561	689 S SUMMIT ST	In Service	South
00289-001 (KULENICH, ESTHER)	Active	3/1/2013	72054560	352 S SUMMIT ST	In Service	South
00184-001 (WIEBE, JOYCE)	Active	3/1/2013	72054598	304 FAIRLAWN ST	In Service	South
00759-001 (S.K.S. MFG. CORP.)	Active	3/1/2013	72054558	212 EBERLY DR	In Service	North
00091-001 (REBER, TYLER)	Active	3/1/2013	72054597	531 DAVID ST	In Service	South
00188-001 (WINANS, HUNTER)	Active	3/1/2013	72054599	302 FAIRLAWN ST	In Service	South
00112-001 (SMITH, FRED)	Active	3/7/2013	72054595	284 DAVID ST	In Service	South
00168-001 (BUSCHE, RICHARD)	Active	3/7/2013	72054596	655 FAIRLAWN ST	In Service	South
00059-001 (JENTES, CHARLES)	Active	3/13/2013	71905482	642 W MAIN ST	In Service	North
00229-001 (JORDAN, NANCY)	Active	3/13/2013	72054608	147 S MILL ST	In Service	South
00273-001 (FRANTZ, STEVE)	Active	3/14/2013	72054588	536 S SUMMIT ST	In Service	South
00291-001 (SNYDER, JANET M)	Active	3/21/2013	72054609	308 S SUMMIT ST	In Service	South
00092-001 (ADY, MARK)	Active	3/21/2013	72054527	551 DAVID ST	In Service	South
00119-001 (HOHENSIL, JAMES)	Active	3/29/2013	72054526	162 DAVID ST	In Service	South
00232-001 (LAUTENSLAGER, MERLE)	Active	4/1/2013	72054523	175 S MILL ST	In Service	South
00217-001 (MILLER, STACEY)	Active	4/3/2013	72054525	168 FAIRLAWN ST	In Service	South
00080-001 (VIPPERMAN, JENNIFER)	Active	4/3/2013	72054522	689 DENNIS CIR	In Service	South
00213-001 (BOOTHE, CAROLYN M)	Active	4/4/2013	72054532	182 FAIRLAWN ST	In Service	South

00085-001 (PERTEE, JR., JERRY D.)	Active	4/11/2013	72054533	427 DAVID ST	In Service	South
00099-001 (HOCHSTETLER, WAYNE)	Inactive	4/17/2013	72054530	438 DAVID ST	In Service	South
00147-001 (BRAUCHLER, MELISSA)	Active	4/24/2013	72054528	361 FAIRLAWN ST	In Service	South
00149-001 (CROSBY, KIM S)	Active	4/24/2013	72054531	363 FAIRLAWN ST	In Service	South
00072-001 (MARTY, DOUGLAS)	Active	4/26/2013	72054529	213 DAVID ST	In Service	South
00253-001 (HOFFMAN, LAURA)	Active	5/6/2013	72054551	573 S SUMMIT ST	In Service	South
00098-001 (VANCE, ROBERT)	Active	5/8/2013	72054550	524 DAVID ST	In Service	South
00071-001 (REEG, PETER & SUSAN)	Active	5/9/2013	72054548	636 DAN ST	In Service	South
00261-001 (TYLER, WALTER)	Active	5/10/2013	72054549	719 S SUMMIT ST	In Service	South
00296-001 (KENDLE, GREGORY)	Active	5/10/2013	72054547	236 S SUMMIT ST	In Service	South
00117-001 (EVANS, DERICK L)	Active	5/15/2013	72054557	202 DAVID ST	In Service	South
00096-001 (MCCONAHAY, REX)	Active	5/15/2013	72054556	574 DAVID ST	In Service	South
00129-001 (GARN, JOYCE)	Active	5/25/2013	72054555	173 FAIRLAWN ST	In Service	South
00243-001 (RENNECKER, LANCE)	Active	8/12/2013	72054553	331 S SUMMIT ST	In Service	South
00074-001 (POULSON, TOM)	Active	8/12/2013	72054552	287 DAVID ST	In Service	South
00616-001 (SHEPARD, JESSICA)	Active	11/1/2013	72054554	154 MOSS CREEK CIR	In Service	South
00493-001 (FANNON, WAYNE)	Active	3/1/2014	72054544	214 HOOLEY DR	In Service	South
00602-001 (JONES, MARY)	Active	6/1/2014	71905484	189 MOSS CREEK CIR	In Service	South
00301-003 (STEINER, CHRIS)	Active	6/11/2014	72054545	192 S SUMMIT ST	In Service	South
00301-001 (STEINER, CHRIS)	Active	6/11/2014	72054540	184 S SUMMIT ST	In Service	South
00280-001 (HARTSHORNE, KELBY)	Active	7/8/2014	72054542	490 S SUMMIT ST	In Service	South
00919-001 (GREEN LOCAL SCHOOLS (NEW))	Active	8/11/2014	72590775	200 SMITHIE DR	In Service	North
00057-001 (BALL, JAMES)	Active	8/11/2014	72054541	142 CHARLES ST	In Service	South
00608-001 (GALEHOUSE, DEBORAH)	Active	9/3/2014	72054581	271 MOSS CREEK CIR	In Service	South
00559-001 (BECKLER, KIM)	Active	9/3/2014	72054543	286 S MILTON ST	In Service	South
00889-001 (WINTER, JENNIFER)	Active	10/24/2014	71905483	121 CARTER GROVE	In Service	North
00611-001 (FLORY, RANDAL)	Active	10/24/2014	71905485	240 MOSS CREEK CIR	In Service	South
00612-001 (VAN HOOK, MICHAEL E)	Active	11/26/2014	72054575	224 MOSS CREEK CIR	In Service	South
00610-001 (BANEY, DAVID)	Active	12/16/2014	72054574	258 MOSS CREEK CIR	In Service	South
00333-001 (ALCOSER, DOLORES)	Active	1/29/2015	72054570	128 W MAIN ST	In Service	North
00815-001 (PATTON, TAMARA)	Active	2/4/2015	72054572	201 JANE DR	In Service	North
00290-001 (TULLAR, JR., THOMAS R.)	Active	2/4/2015	72054573	324 S SUMMIT ST	In Service	South
00282-001 (SMEDLEY, RON)	Active	3/24/2015	72054571	456 S SUMMIT ST	In Service	South
00264-001 (PURSLEY, HANNAH)	Active	4/7/2015	72054538	608 S SUMMIT ST	In Service	South

00974-001 (7 SCOOPS)	Active	7/17/2019	90218766		750 E MAIN ST	In Service	North
00242-001 (SMITH, JAMES F)	Inactive	9/4/2019			313 S SUMMIT ST	In Service	South
00607-001 (OAKS, MARILYN)	Active	9/10/2019	91013839		267 MOSS CREEK CIR	In Service	South
00645-001 (BEAVER MEATS)	Active	12/20/2019	90684018	90684018	196 NORTHEAST ST	In Service	South
00706-001 (OBERLY, RYLEE)	Active	12/27/2019	91013838		728 E MAIN ST	In Service	North
00891-001 (MEECH, SCOTT)	Active	12/30/2019	91013841		143 CARTER GROVE	In Service	North
00367-001 (SWEENEY, KAREN)	Active	1/31/2020	91013840		261 S MILTON ST, Apt: A3	In Service	South
00667-001 (WALKER, SHAUNA)	Active	4/7/2020	58412779		159 WELLER DR, Apt: 4	In Service	South
00957-001 (SMITH, TAYLOR)	Active	8/5/2020	91013837		422 S SUMMIT ST	In Service	South
00318-001 (BEERY, HEATHER)	Active	10/20/2020	91013836		190 W MAIN ST	In Service	South
00003-001 (WYNAR, MARK)	Active	3/1/2021	91963081		175 N MILL ST	In Service	North
00614-001 (FARKAS, MICHAEL E)	Active	9/1/2021	91963079		190 MOSS CREEK CIR	In Service	South
00077-001 (SAURER, TODD)	Active	9/27/2021	91963078		645 DENNIS CIR	In Service	South
00075-001 (KUTZ, MARK)	Active	10/11/2021	91963080		311 DAVID ST	In Service	South
00922-001 (WASH AND GO)	Active	2/18/2022	92716308		128 N SUMMIT ST	In Service	North
00267-001 (HAUTER, PAUL)	Active	1/23/2023	09460985		562 S SUMMIT ST	In Service	South
00689-004 (RIVERVIEW INDUSTRIAL WOOD PROD)	Active	3/31/2023	13979714		179 GILBERT DR	In Service	South
00935-001 (ROOKER, JORDAN CONNIE)	Active	5/31/2023	69975757	69975757	212 W MAIN ST	In Service	North
00525-001 (PERKINS, TAMI)	Active	6/21/2023	91963076	91963076	345 PARKVIEW DR	In Service	South
00870-001 (MIROS, KATHY)	Active	9/9/2023	58412786		181 W PROSPECT ST	In Service	North
00562-001 (ZELLERS GREG)	Active	11/14/2023	93545712		107 E MAIN ST	In Service	North
00359-001 (STEINER, RONALD L)	Active	11/20/2023	93545713		209 MOSS CREEK CIR	In Service	South
00030-002 (WORKMAN, MARLA)	Active	4/25/2024	1		221 CHARLES ST	In Service	South
00169-001 (CICCONETTI, JOHN)	Active	4/25/2024	91963077		602 FAIRLAWN ST	In Service	South
00440-001 (PORR, CAROLYN)	Active	4/25/2024	93545474		421 W CENTER ST	In Service	South
00945-001 (CLINE, ETHAN LEVI)	Active	4/25/2024	93545476		325 PARKVIEW DR	In Service	South
00250-001 (BONNETT, WILLIAM)	Active	4/30/2024	93545475		489 S SUMMIT ST	In Service	South
00462-001 (DUCHARME, BRYAN)	Active	4/30/2024	93545478		194 W CENTER ST	In Service	South
00093-001 (SWINEHART, JAMES S)	Active	5/13/2024	93446464	93446464	565 DAVID ST	In Service	South
00585-001 (HARTZLER, WILMA)	Active	5/21/2024	08518549		211 NORTHEAST ST	In Service	South
00513-001 (ZIMMERMAN-MILLER, JOAN)	Active	5/30/2024	93446459	93446459	194 PARKVIEW CIR	In Service	South
00803-001 (SIGLER, RANDY)	Active	5/31/2024		94176065	392 N SUMMIT ST	In Service	North
00717-001 (HASKINS, CHRISTINA L)	Active	5/31/2024	94176064	94176064	408 E MAIN ST	In Service	North
00716-001 (ROBINETT, CRISTIE)	Active	5/31/2024	94176062	94176062	410 E MAIN ST	In Service	North

00523-001 (MURPHY, JOSHUA)	Active	6/5/2024	93446460	93446460	330 PARKVIEW DR	In Service	South
00052-001 (SHEARER, JESSICA)	Active	6/6/2024	93446462	93446462	240 CHARLES ST	In Service	South
00230-001 (DOLL, LARRY H)	Active	6/7/2024	93446461	93445461	155 S MILL ST	In Service	South
00729-001 (SNYDER, SAMANTHA)	Active	6/18/2024	94176063	94176063	200 E MAIN ST	In Service	North
00258-001 (TRENT, ZACHARY)	Active	6/20/2024	93683948	93683948	649 S SUMMIT ST	In Service	South
00949-001 (DALRYMPLE, P. STEVEN)	Active	6/28/2024	93683946	93683946	523 N SUMMIT ST	In Service	North
00825-001 (COLE, JONATHAN A)	Active	6/28/2024	93446463	93446463	220 JANE DR	In Service	North
00424-001 (BURFIELD, KATHRYN)	Active	8/22/2024	93444967	93444967	329 W CENTER ST	In Service	South
00793-001 (CARATHERS, SANDRA)	Active	8/27/2024	93683945	93683945	489 N SUMMIT ST	In Service	North
00084-001 (PARKER, JEFF)	Active	8/29/2024	94176061	94176061	409 DAVID ST	In Service	South
00083-001 (LAMBERT, HEATHER)	Active	8/29/2024	93683949	93683949	405 DAVID ST	In Service	South
00955-001 (MAIBACH, GLEN)	Active	9/17/2024	94176060	94176060	335 PARKVIEW DR	In Service	South
00966-001 (JESSICA, KEENER)	Active	10/1/2024	93683947	93683947	230 W MAIN ST	In Service	North
00726-001 (KIRK, NATHANIEL)	Active	10/1/2024	58192911		230 E MAIN ST	In Service	North
00734-001 (JOEDI PROPERTIES)	Active	10/17/2024	94176094	94176094	128 E MAIN ST, Apt: 2	In Service	North
00980-001 (MALCOMB, MADELYN)	Active	10/29/2024	94176095	94176095	118 E MAIN ST	In Service	North
00582-002 (SMITHVILLE HISTORICAL SOCIETY)	Active	11/1/2024	94176093	94176093	147 N MILTON ST	In Service	North
00962-001 (TOBIAS, KYLE)	Active	11/5/2024	94176090	94176090	624 NORTHEAST ST	In Service	South
00577-001 (PHIPPS, CARL R)	Active	11/8/2024	94176092	94176092	331 E MAIN ST	In Service	North
00595-001 (HEITGER, JOHN)	Active	11/12/2024	94244182	94244182	628 NORTHEAST ST	In Service	South
00021-001 (TIRABASSO, PAT)	Active	11/13/2024	94244183	94244183	123 CHARLES ST	In Service	South
00765-001 (SMUCKER, ROBERT)	Active	11/14/2024	94176311	94176311	390 E PROSPECT ST	In Service	North
00199-001 (VELEZ, JUAN M)	Active	11/14/2024	94244180	94244180	260 FAIRLAWN ST	In Service	South
00204-001 (BING, ABIGAIL)	Active	11/19/2024	94244179	94244179	256 FAIRLAWN ST	In Service	South
00965-001 (VANELLI, TAYLOR)	Active	11/19/2024	94244178	94244178	258 FAIRLAWN ST	In Service	South
00714-001 (BREAKAWAY, INC)	Active	11/19/2024	94176309	94176309	440 E MAIN ST	In Service	North
00698-001 (TRADER, GARY)	Active	12/3/2024	94176307	94176307	810 E MAIN ST	In Service	North
00750-001 (GOOD NEWS GOSPEL CHAPEL)	Active	12/3/2024	94176308	94176308	238 N MILTON ST	In Service	North
00783-001 (LAMBERT, EDDY)	Active	12/10/2024	94176310	94176310	146 E PROSPECT ST	In Service	North
00734-002 (JOEDI PROPERTIES)	Active	1/14/2025	94244181	94244181	128 E MAIN ST, Apt: 1	In Service	North
00461-001 (SHADE, GARY)	Active	1/21/2025	94176306	94176306	210 W CENTER ST	In Service	South
00389-001 (HOFFMAN, TANEAL)	Active	3/6/2025	94244246	94244246	441 S MILTON ST	In Service	South
00231-001 (GERIG, ROGER)	Active	3/7/2025	71522454	94244239	165 S MILL ST	In Service	South
00215-001 (PERCY, NANCY)	Active	3/14/2025	54274659	94244244	174 FAIRLAWN ST	In Service	South

00732-001 (KING, ERIN E)	Active	3/18/2025	94176322	97176322	142 E MAIN ST	In Service	North
00176-001 (BROWNING, MARSHALL)	Active	3/26/2025	94176323	94176323	536 FAIRLAWN ST	In Service	South
00956-001 (PETIT, JACOB)	Active	3/31/2025	94244247	94244247	115 HIGH ST, A	In Service	North
00044-059 (VACANT)	Inactive	3/31/2025	94244314	94244314	115 HIGH ST, Apt: C	In Service	North
00044-060 (VACANT)	Inactive	3/31/2025	94244316	94244316	115 HIGH ST, Apt: B	In Service	North
00930-001 (HARTZLER, JACOB TIMOTHY)	Active	4/3/2025	94176320	94176320	417 S SUMMIT ST	In Service	South
00017-001 (DRAVENSTOTT'S REST - THE BARN)	Active				877 W MAIN ST	In Service	North
00044-013 (VACANT)	Inactive				203 MOSS CREEK CIR	In Service	South
00044-014 (VACANT)	Inactive				274 MOSS CREEK CIR	In Service	South
00645-002 (BEAVER MEATS)	Active				539 E MAIN ST	In Service	North

SECTION 6
STANDARD SPECIFICATIONS

STANDARD SPECIFICATIONS

1. The "Construction and Material Specifications" of the State of Ohio Department of Transportation (ODOT), 2023 edition, current ODOT supplemental specifications, and current ODOT standard drawings shall govern work and materials which are not specified or modified herein or on the project Contract Drawings. All references to "the Department" shall be changed to "the Owner or his Representative." The project Contract Drawings and Specifications, in the event of a discrepancy, shall supersede the ODOT Specifications.

The absence of an "As Per Plan" designation on some item descriptions in the proposal for which there are clear and controlling plan notes, specifications, or other requirements does not relieve the Contractor of the responsibility to read, bid and construct those particular items in accordance with the governing plan notes, specifications, or other requirements and the Contractor shall have no basis of claim based upon an "order of precedence".

ODOT 104.02 D., 611.04, 611.12, and 611.13 shall not apply to this project.

SECTION 7
SPECIFIC PROJECT REQUIREMENTS

SPECIFIC PROJECT REQUIREMENTS

1 – CONTACT DURING BIDDING

- 1.1 All questions during bidding should be addressed to Alan Frygier, P.E., at Verdantas LLC, 3875 Embassy Parkway, Suite 200, Akron, OH 44333, at afrygier@verdantas.com.

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 – PAYMENTS

- 6.1 This project is being funded in whole or in part by ARPA. The Contractor shall comply with all requirements of this program. In paragraph 14.02 C.1. of the General Conditions, change “ten days” to “sixty days”.

7 – PERIODIC PAYMENTS

- 7.1 This project is expected to be funded in whole or in part by the OPWC. The Contractor shall comply with all requirements of this program. The periodic payments to the Contractor may be made in whole or in part through the OWNER and/or OPWC. In paragraph 14.02 C.1 of the General Conditions change “ten days” to “sixty days.”

8 – SUBSTANCE USE PREVENTION AND RECOVERY PROGRAM

- 8.1 In accordance with Ohio Revised Code §153.03 and during the life of this project, the Contractor and all its Subcontractors that provide labor on the Project site must be enrolled in and remain in good standing in the Ohio Bureau of Worker’s Compensation (OBWC) Substance Use Prevention and Recovery Program or a comparable program approved by the OBWC.

END OF SECTION

SECTION 8
PREVAILING WAGE RATES

DAVIS-BACON FEDERAL WAGE DECISION

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 U.S. Department of Labor under the Davis-Bacon and related Acts. This shall occur regardless of any contractual relationship which may be said to exist between the Contractor and any individual or any Subcontractor and any individual.

The Prevailing Wage Determination Schedule for this project is attached for review. These wages are subject to change pending modifications by the Department of Labor. Wage Determination Schedules can be viewed via the internet at <https://sam.gov/wage-determinations> .

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 Reports

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 (WH347 or other approved format) or the included Non-Performing Week/No Work Report. All prevailing wage reports submitted must be signed.

Online Fillable WH-347 Form

The on-line .pdf Fillable Form for Davis-Bacon and Related Acts Weekly Certified Payroll HW-347 is located at <https://www.dol.gov/agencies/whd/forms/wh347>

Davis-Bacon and Related Acts Weekly Certified Payroll Form
(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Unless otherwise noted, the information requested is specific to the named project below.
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. January 2025
OMB No.: 1235-0008
Expires: 01/31/2028

☐ SUBMISSION OF FINAL DBRA CERTIFIED PAYROLL FORM

☐ PRIME CONTRACTOR

☐ SUBCONTRACTOR

PROJECT NAME		PROJECT NO. or CONTRACT NO.		CERTIFIED PAYROLL NO.		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME										
PROJECT LOCATION		WAGE DETERMINATION NO.		WEEK ENDING DATE		PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS ADDRESS										
WORKER ENTRY NO.	WORKER LAST NAME	WORKER FIRST NAME	WORKER MIDDLE INITIAL	WORKER IDENTIFYING NO.	(1) JOURNEYWORKER (RA) REGISTERED APPRENTICE	(2) LABOR CLASSIFICATION	(3) ST = STRAIGHT TIME OT = OVERTIME	(4) (TOP) DAYS OF WORK WEEK (BOTTOM) DATES HOURS WORKED EACH DAY	(5) TOTAL HOURS WORKED FOR WEEK	(6A) PAID FOR ST AND OT	(6B) TOTAL FRINGE BENEFIT CREDIT	(6C) PAYMENT IN LIEU OF FRINGE BENEFITS	(7A) GROSS AMT EARNED	(7B) GROSS AMT EARNED FOR ALL WORK	(8) DEDUCTIONS FOR ALL WORK TAX WITH- HOLDINGS FICA OTHER (MUST SPECIFY, SEE INSTRUCTIONS) TOTAL DEDUCTIONS	(9) NET PAY TO WORKER FOR ALL WORK
							ST									
							OT									
							ST									
							OT									
							ST									
							OT									
							ST									
							OT									
							ST									
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While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, "furnish a statement on the wages paid each employee during the prior week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the agency is not such a party, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency). Each certified payroll must be accompanied by a signed "Statement of Compliance" (e.g., page 2 of the WH-347 or another document with identical wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to determine whether workers have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room 53502, 200 Constitution Avenue, N.W. Washington, D.C. 20210 (over)

PROJECT NAME	PROJECT NO. or CONTRACT NO.	PAYROLL NO.	PRIME CONTRACTOR'S/SUBCONTRACTOR'S BUSINESS NAME							
PROJECT LOCATION		WEEK ENDING DATE	CERTIFYING OFFICIAL'S NAME AND TITLE							
I paid or supervised the payment of the laborers or mechanics working on the above project during the stated time period. I certify the following:										
☐	The payroll information submitted with this statement is correct and complete for the above project during the above period, and the wage and fringe benefit rates paid to the workers, including credit taken for the reasonably anticipated costs of a bona fide fringe benefit plan, fund or program, are not less than the applicable wage and fringe benefits rates for the classification(s) of work actually performed, as specified in the wage determination(s) incorporated into the contract.									
☐	All regular payrolls and all other basic records that the contractor is required to maintain for this payroll period are complete and accurate and will be made available upon request from the agency or the Department of Labor.									
☐	The classifications reported for each laborer or mechanic are the classification(s) of work that each worker actually performed.									
☐	Any workers paid as apprentices during the above period are duly registered in a bona fide apprenticeship program registered with the Office of Apprenticeship, Employment and Training Administration, United States Department of Labor ("OA"), or a State Apprenticeship Agency ("SAA") recognized by Department of Labor. I have verified the registered apprenticeship program information provided below as accurate and applicable to any apprentices identified on page 1 of this form.									
APPRENTICESHIP PROGRAM NAME										
REGISTERED										
☐ OA ☐ SAA										
☐ OA ☐ SAA										
☐ OA ☐ SAA										
☐	Fringe benefits have been paid in cash and/or to bona fide fringe benefit plans, funds, or programs. Where the contractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of a bona fide fringe benefit plan, fund, or program, provide plan information and the hourly credit claimed for each worker listed on the previous page of this form.									
DB.3										
HOURLY CREDIT FOR FRINGE BENEFITS										
If an amount is listed in (6B) on the first page of this certified payroll form, enter the hourly credit claimed under each plan name, type and number for each worker and check whether the plan is funded or unfunded.										
NAME OF WORKER	FB NAME	FB TYPE	PLAN NO.	FB NAME	FB TYPE	PLAN NO.	FB NAME	FB TYPE	PLAN NO.	TOTAL HOURLY CREDIT
	☐ Funded ☐ Unfunded	Hourly Credit	Hourly Credit	Hourly Credit	☐ Funded ☐ Unfunded	Hourly Credit	Hourly Credit	Hourly Credit	Hourly Credit	☐ Funded ☐ Unfunded
		\$	\$	\$		\$	\$	\$	\$	\$
		Hourly Credit	Hourly Credit	Hourly Credit		Hourly Credit	Hourly Credit	Hourly Credit	Hourly Credit	\$
		Hourly Credit	Hourly Credit	Hourly Credit		Hourly Credit	Hourly Credit	Hourly Credit	Hourly Credit	\$
		Hourly Credit	Hourly Credit	Hourly Credit		Hourly Credit	Hourly Credit	Hourly Credit	Hourly Credit	\$
		Hourly Credit	Hourly Credit	Hourly Credit		Hourly Credit	Hourly Credit	Hourly Credit	Hourly Credit	\$
		Hourly Credit	Hourly Credit	Hourly Credit		Hourly Credit	Hourly Credit	Hourly Credit	Hourly Credit	\$
		Hourly Credit	Hourly Credit	Hourly Credit		Hourly Credit	Hourly Credit	Hourly Credit	Hourly Credit	\$
		Hourly Credit	Hourly Credit	Hourly Credit		Hourly Credit	Hourly Credit	Hourly Credit	Hourly Credit	\$
		Hourly Credit	Hourly Credit	Hourly Credit		Hourly Credit	Hourly Credit	Hourly Credit	Hourly Credit	\$
		Hourly Credit	Hourly Credit	Hourly Credit		Hourly Credit	Hourly Credit	Hourly Credit	Hourly Credit	\$
		Hourly Credit	Hourly Credit	Hourly Credit		Hourly Credit	Hourly Credit	Hourly Credit	Hourly Credit	\$
		Hourly Credit	Hourly Credit	Hourly Credit		Hourly Credit	Hourly Credit	Hourly Credit	Hourly Credit	\$
		Hourly Credit	Hourly Credit	Hourly Credit		Hourly Credit	Hourly Credit	Hourly Credit	Hourly Credit	\$
☐	All workers on the project have been paid the full weekly wages earned, and no rebates or deductions have been or will be made either directly or indirectly, other than permissible deductions as defined in 29 CFR part 3.									
ADDITIONAL REMARKS										
SIGNATURE OF CERTIFYING OFFICIAL										
TELEPHONE NUMBER										
EMAIL ADDRESS										
DATE										
() - - - - -										
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION (SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF TITLE 31 OF THE UNITED STATES CODE), AS WELL AS DEBARMENT FROM FUTURE FEDERAL AND FEDERALLY-ASSISTED CONTRACTS. INFORMATION REPORTED IN CERTIFIED PAYROLLS MAY BE SUBJECT TO DISCLOSURE IN RESPONSE TO A FREEDOM OF INFORMATION ACT REQUEST.										

Wage and Hour Division

Instructions For Completing Davis-Bacon and Related Acts Weekly Certified Payroll Form, WH-347

- [WH-347 \(PDF\)](#)
OMB Control No. 1235-0008, Expires 01/31/2028.
- [WH-347 Form Annotated Guide \(PDF\)](#)
- [Online Fillable WH-347 Form](#)

General: Form WH-347 is available for the convenience of contractors and subcontractors to submit certified weekly payrolls in connection with their Federal or federally assisted construction contracts and subcontracts. Properly completed, this form will satisfy the requirements of the regulations in parts 3 and 5 of Title 29 of the Code of Federal Regulations (CFR) as to certified payrolls submitted in connection with contracts subject to the Davis-Bacon and Related Acts (DBRA).

While use of Form WH-347 itself is optional, covered contractors and subcontractors performing work on Federal or federally assisted construction contracts are required by the DBRA regulations and the contract clauses to submit payroll information on a weekly basis. The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federal or federally financed construction contracts to, on a weekly basis, “furnish a statement on the wages paid each employee during the prior week.” U.S. Department of Labor (DOL) Regulations at 29 CFR 5.5(a)(3)(ii) require contractors and subcontractors to submit weekly certified payrolls to the appropriate Federal agency if the agency is a party to the contract (or, if the Federal agency is not party to the contract, to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Federal agency that provided the Federal assistance). Each certified payroll must be accompanied by a signed “Statement of Compliance” (e.g., page 2 of the WH-347 or another document with *identical* wording) indicating that the certified payrolls are accurate and complete, and that each laborer or mechanic has been paid not less than the required Davis-Bacon prevailing wage rate(s) (including any fringe benefits) for the work performed. DOL and contracting agencies receiving this information review the information to help determine whether workers have received legally required wages and fringe benefits.

Under the DBRA, contractors and subcontractors are required to pay not less than the prevailing wage, including fringe benefits, as predetermined by DOL. The contractor’s obligation to pay fringe benefits may be met through the contractor’s contributions to or reasonably anticipated costs of bona fide benefit plans, funds, or programs, or by paying workers cash in lieu of fringe benefits.

Form WH-347 provides fields for contractors and subcontractors to document all wages paid to each worker, whether paid entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits, and provides for the contractor or subcontractor’s certification in the Statement of Compliance (as shown on page 2 of Form WH-347) that the data and payroll information on the form are accurate and complete. The Statement of Compliance also provides for the representation that the contractor or subcontractor is paying its workers, including registered apprentices, at least the required wage rates, satisfying its fringe benefits obligations, and maintaining required payroll records.

Detailed instructions for completing the first page of Form WH-347 follow:

“Check Box” for Submission of Final DBRA Certified Payroll Form: Mark the box to indicate that this submission is for the final week of work on the project for the contractor or subcontractor.

“Check Box” for Prime Contractor or Subcontractor: Mark the appropriate box to indicate whether it is the prime contractor or a subcontractor on the project for which certified payroll is being reported.

Project Name: Enter the name of the project on which you are reporting.

Project No. or Contract No.: Enter the project number or the prime contract number assigned by the relevant contracting agency (if available).

Certified Payroll No.: Beginning with the number “1”, each weekly certified payroll that a contractor or subcontractor submits for a project should be given a payroll number. Enter the appropriate payroll number.

Prime Contractor's/Subcontractor's Business Name: Enter the business' legal name.

Project Location: Enter the complete address of the project, or, if there is no specific address, a description of the project location, including, at a minimum, the county or counties and state in which the project is located.

Wage Determination No.: Enter the wage determination number(s) and revision number(s) included in the covered contract and relevant to the submitted certified payroll form (e.g., if there are multiple wage determinations applicable to the project, please list all wage determinations that applied to the work performed by the workers in this pay period).

Week Ending Date: Enter the workweek ending date for this pay period.

Prime Contractor's/Subcontractor's Business Address: Enter the company's full business address.

Column 1A – Worker Entry No.: Beginning with the number “1”, enter each worker's entry number (e.g., entry in row 2 may be 2, entry in row 3 may be 3, etc. If reporting more than 8 entries, row 1 on page 2 may be entry 9 and row 1 on page 3 may be entry 17, etc.). If a worker works in more than one labor classification during the course of the week, the contractor should show the number of hours the worker worked in each classification using separate rows. In such circumstances, the same worker entry number should be used on each row associated with the worker.

Column 1B – Worker Last Name: Self-explanatory.

Column 1C – Worker First Name: Self-explanatory.

Column 1D – Worker Middle Initial: Self-explanatory.

Column 1E – Worker Identifying No.: Enter each worker's individual identifying number (e.g., last four digits of the worker's social security number or any number specific to the individual worker) on each weekly certified payroll submitted. **Note:** *workers' full Social Security numbers must **not** be included.*

Column 2 – Journeyworker / Registered Apprentice: Enter “J” if the worker is a journeyworker or “RA” if the worker is a registered apprentice in an apprenticeship program approved by DOL's Office of Apprenticeship (OA) or a State Apprenticeship Agency (SAA). For registered apprentices, also list their level of progression within the approved program.

Column 3 – Labor Classification: List the labor classification for the work actually performed by each worker. Labor classifications are found in the applicable Davis-Bacon wage determination(s) that are included in the contract for this project. If the wage determination(s) does not include a labor classification for work that a worker has performed on this contract, contact the Contracting Officer or Agency representative immediately.

If a worker performed work in more than one labor classification during the week, the worker must be paid at least the rate specified for the appropriate labor classification for the time actually worked in that labor classification. In such circumstances, an accurate breakdown of hours worked in each labor classification must be shown on the submitted payroll by using a separate row for each labor classification in which the worker performed work. If the contractor did not maintain an accurate breakdown of hours worked by a worker in each labor classification, the worker must be paid for all hours worked using the highest applicable prevailing wage rate (basic hourly rate and fringe benefits).

Column 4 – Hours Worked Each Day: In column 4 in the table above row 1, please enter the first letter for each day of the contractor's workweek in each box on the top row and its corresponding date in each box on the second row below it. For example, if a contractor's workweek starts on Tuesday and ends on Monday, enter “T” for Tuesday in the first box of the first row and continue with the appropriate letter identifying the day of the week for each box ending with “M” on the last box of the first row. In the second row, enter the corresponding date for each day of the week. Please see example below:

T	W	T	F	S	S	M
6/16	6/17	6/18	6/19	6/20	6/21	6/22

For worker-specific entries, please enter hours worked on this project as straight time (“ST”) and overtime (“OT”) in the applicable boxes. On all contracts subject to the Contract Work Hours and Safety Standards Act (CWHSSA), enter hours worked on this project in excess of 40 hours total in the week as overtime (“OT”) (including hours worked on and off the site of the work of the covered contract). **Note:** *For more information about compliance with overtime requirements on Federal and federally assisted contracts, please visit [Overtime Pay on Government Contracts](#).*

Column 5 – Total Hours Worked for the Week: Enter the total number of the hours worked entered in column four.

Column 6A – Hourly Wage Rate Paid for ST and OT: For each worker, list the actual hourly rate paid for straight time (top row) and overtime (bottom row) worked for work in the classification indicated in column 3. If the worker was paid at a higher rate than the wage rate required on the wage determination, indicate the wage rate the worker was actually paid. **Note:** *do not include cash payments in lieu of fringe benefits in this column.*

Column 6B – Total Fringe Benefit Credit: Enter the total of the contractor's or subcontractor's contributions to or reasonably anticipated costs of bona fide fringe benefit plans, funds, or programs for which the contractor or subcontractor is taking a credit toward satisfying Davis-Bacon prevailing fringe benefit rates as listed on page 2 of Form WH-347 under "Hourly Credit for Fringe Benefits". This amount should equal the worker's total hours worked in this period multiplied by the hourly credit for fringe benefits as listed under the Total Hourly Credit column on page 2 of Form WH-347 under "Hourly Credit for Fringe Benefits".

Column 6C – Payment in Lieu of Fringe Benefits: Enter the total amount in cash provided in lieu of fringe benefits to the worker during the workweek. This amount should equal the worker's total hours worked in this period multiplied by the hourly rate provided to the worker as cash in lieu of fringe benefits.

Column 7A – Gross Amount Earned: Enter the worker's gross amount earned for the workweek for hours worked on this Federal or federally assisted project.

Column 7B – Gross Amount Earned for all Work: If part of a worker's weekly wage was earned on projects or work other than the project described on this payroll, including non-DBRA covered projects, enter in column 7B the total gross amount earned during the week for all work performed during the week.

Column 8 – Deductions for all Work: Enter all deductions made from worker's total gross amount earned for all work (Column 7B). Columns are provided for entering deductions made for tax withholdings, FICA, and "Other" deductions. If the amount under "Other" deductions is specific to one deduction, please describe the deduction under "Additional Remarks" on page 2 of this certified payroll form. If the amount under the "Other" deductions made from the worker's pay is a result of more than one deduction, submit an addendum that itemizes each deduction and includes a description and amount for each deduction listed on that document. Enter the total amount for all deductions actually made under the "Total Deductions" column (include the amounts listed under the Tax Withholdings, FICA and Other columns). All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 CFR part 3. If a worker worked on other jobs in addition to this project, do not pro-rate the deductions; instead, show actual deductions from the worker's weekly gross wage for all projects. **Note:** *Except for deductions listed in 29 CFR 3.5, all deductions must have prior approval from the Department of Labor.*

Column 9 – Net Payment to Worker for All Work: Enter the actual dollar amount paid to the worker for all hours worked across all projects (including non-DBRA covered projects) during the week.

Detailed instructions for completing the second page of Form WH-347 follow:

Project Name: Enter the name of the project on which you are reporting.

Project No. Or Contract No.: Enter the project or prime contract number associated with your contract assigned by the relevant contracting agency (if available).

Payroll No.: Beginning with the number "1", each weekly certified payroll that a contractor or subcontractor submits for a project should be given a payroll number. Enter the appropriate payroll number.

Prime Contractor's/Subcontractor's Business Name: Enter the business' legal name.

Project Location: Enter the complete address of the project, or, if there is no specific address, a description of the project location, including, at a minimum, the county or counties and state in which the project is located.

Week Ending Date: Enter the workweek ending date for this pay period.

Certifying Official's Name and Title: Print the name and official title of the contractor or subcontractor, or their agent who paid or supervised the payment of the workers under the contract during the weekly time period covered by the form.

Statement of Compliance: While the "Statement of Compliance" need not be notarized, the statement (on page 2 of this certified payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

If applicable, please "check" each of the 6 boxes certifying the accompanying statement as accurate. Boxes 1, 2, 3 and 6 (i.e., the first three boxes and the last box) always **must** be checked to certify that the contractor or subcontractor completing the form is in compliance with the DBRA.

If any worker is being paid as an apprentice during the period, box 4 **must** be checked and each program name in which the contractor has registered apprentices working on the project during this payroll period must be listed, with the appropriate box checked to indicate whether the apprenticeship program is registered with DOL's Office of Apprenticeship (OA) or a State Apprenticeship Agency (SAA), and the name of the labor classification entered. If more than three entries are required, please submit an addendum providing the requested information with the submission of the certified payroll. If box 4 is not applicable, do not check the box and enter "Not Applicable" or "N/A" in the entry subsection, under Apprenticeship Program Name.

If the contractor or subcontractor is claiming an hourly credit for their contributions to or reasonably anticipated costs of bona fide fringe benefit plans, funds, or programs, box 5 must be checked and the subsections titled "Hourly Credit for Fringe Benefits" must be completed. In the first column, list each worker entry number (entered in column 1A on the first page) and name of worker for whom the contractor or subcontractor claimed an hourly fringe benefit credit (this should mirror the worker names and order found on Page 1 of the certified payroll form). In the following columns, list each fringe benefit plan name in the top row, fringe benefit plan type in the second row, fringe benefit plan number in the third row, mark whether the fringe benefit plan is funded or unfunded in the fourth row, and state the hourly amount of credit claimed for each worker under each applicable plan in the rows below. In the last column, list the total hourly cost of fringe benefit provided for each worker. Where the contractor or subcontractor is claiming a credit for the reasonably anticipated costs of fringe benefits provided directly by the contractor (commonly referred to as an "unfunded plan"), the contractor or subcontractor must have prior approval from the Department of Labor prior to claiming such credit as required in 29 CFR 5.28. If more than six bona fide fringe benefits are provided to the workers for which the contractor is claiming a credit, submit an addendum for each providing the information requested in this section.

Note: If the contractor or subcontractor is meeting its fringe benefit obligations partially through contributions to or reasonably anticipated costs of a bona fide fringe benefit plan and partially through the payment of cash in lieu of fringe benefits, the contractor or subcontractor should enter the respective amounts in this section and in column 6C (Cash Payment in Lieu of Fringe Benefits) on page 1. If the contractor or subcontractor is meeting its fringe benefits obligations by simply paying the cash equivalent to each worker, check the box but do not complete the subsection, because those payments will be reported under column 6C (Cash Payment in Lieu of Fringe Benefits) on page 1.

Additional Remarks: Optional space for additional information on deductions, hourly cost of fringe benefits, or explanations. If more space is needed, please continue remarks on a separate page. If the optional space or separate pages are used, please include all contractor and project information required by the form.

Signature of Certifying Official, Date, Telephone Number, and Email Address: The Statement of Compliance must be signed by the contractor or subcontractor, or their agent who paid or supervised the payment of the workers under the contract during the weekly time period covered by the form. Enter the phone number and email address of the individual who is signing the statement and the date signed. Legally valid electronic signatures are acceptable. A legally valid electronic signature includes any electronic process that indicates acceptance of the certified payroll record and includes an electronic method of verifying the signer's identity.

Note: Photocopies or scanned copies of signatures do not satisfy this requirement.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Note: In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html.

Topics	Worker Rights	For Employers	Resources	Interpretive Guidance	State Laws
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FEDERAL GOVERNMENT	LABOR DEPARTMENT	WHD PORTALS
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White House

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YouthRules!

Disaster Recovery Assistance Guidance Search

Wage Determinations

DisasterAssistance.gov

Español
DB.7

Accessibility Statement

Wage and Hour Division

An agency within the U.S.
Department of Labor

200 Constitution Ave NW
Washington, DC 20210
[1-866-4-US-WAGE](tel:1-866-4-US-WAGE)
[1-866-487-9243](tel:1-866-487-9243)
www.dol.gov

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[No Fear Act Data](#)

[U.S. Office of Special Counsel](#)

[Office of Inspector General](#)

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The completion of the WH-347 Davis Bacon and Related Acts Weekly Certified Payroll Form is optional; The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired.

DB.9

CONTRACTOR FRINGE BENEFIT STATEMENT

Contract # /Project Name:	Contract Location:	Today's Date:
Contractor / Subcontractor Name:		Business Address:

In order that the proper Fringe Benefit rates can be verified when checking payrolls on the above contract, the hourly rates for fringe benefits, subsistence and/or travel allowance payment made for employees by the employer on the various classes of work are tabulated below. **Please Include Apprentices Rates.**

Classification:		Effective Date:	Subsistence or Travel Pay: \$ _____
EMPLOYER PAID FRINGE BENEFITS	Health & Welfare \$ _____ hr	Paid To: Name of Plan/Fund/Program: _____ Address: _____	_____
	Pension \$ _____ hr	Paid To: Name of Plan/Fund/Program: _____ Address: _____	_____
	Vacation/Holiday \$ _____ hr	Paid To: Name of Plan/Fund/Program: _____ Address: _____	_____
	Training \$ _____ hr	Paid To: Name of Plan/Fund/Program: _____ Address: _____	_____
	Other \$ _____ hr	Paid To: Name of Plan/Fund/Program: _____ Address: _____	_____

Classification:		Effective Date:	Subsistence or Travel Pay: \$ _____
EMPLOYER PAID FRINGE BENEFITS	Health & Welfare \$ _____ hr	Paid To: Name of Plan/Fund/Program: _____ Address: _____	_____
	Pension \$ _____ hr	Paid To: Name of Plan/Fund/Program: _____ Address: _____	_____
	Vacation/Holiday \$ _____ hr	Paid To: Name of Plan/Fund/Program: _____ Address: _____	_____
	Training \$ _____ hr	Paid To: Name of Plan/Fund/Program: _____ Address: _____	_____
	Other \$ _____ hr	Paid To: Name of Plan/Fund/Program: _____ Address: _____	_____

Supplemental statements must be submitted during the progress of the work should there be an increase or change in rates. Use additional sheets as necessary. (Attach a copy of your most recent premium transmittal (including copy of check submitted) into each of the above plans/funds/programs or a letter from the above plans/funds/programs reflecting current payment status).

I certify under penalty of perjury that fringe benefits are paid to the approved plans, funds or programs as listed above.

Name and Title _____	Signature and Date (Wet Signature Required) _____
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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:	
You will be performing work on this project that falls under these classifications. You will be paid the appropriate rate for the type of work you are performing.			
Classification	Prevailing Wage Rate Total Package	Minus Your Fringe Benefits	Your Hourly Base Rate
Hourly fringe benefits paid on your behalf by this company.			
Fringe	Amount	Fringe	Amount
Health Insurance		Vacation	
Life Insurance		Holiday	
Pension		Sick Pay	
Bonus		Training	
Other		TOTAL HOURLY FRINGES	
Contractor's Signature:			Date:
Employee's Signature:			Date:

whpw1512

Certified payroll Report for Non-Performing Week

Date

Contractor:

Subcontractor:

For week beginning on:

For week ending on:

Payroll Number:

Project Number:

Project location:

CERTIFICATION FOR NON-PERFORMING WEEK

I, *Name of Company* the undersigned, am the Prevailing Wage Coordinator with the authority to act for and on behalf of *Company Name* certify under penalty of perjury that no work was performed for the week ending on *Date*. I herein certify under penalty of perjury that all of the above is true and correct as submitted.

Signature

Name, Title, phone number, email address

"General Decision Number: OH20260001 07/30/2026

State: Ohio

Construction Types: Heavy and Highway

Counties: Ohio Counties of
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 and Wyandot

Heavy Construction

Highway Construction

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026
2	05/20/2026
3	06/25/2026
4	07/30/2026

BROH001-001 06/01/2024	Rates	Fringes
BRICKLAYER, STONEMASON (DEFIANCE, FULTON (EXCLUDING FULTON, AMBOY & SWAN CREEK TOWNSHIPS), HENRY (EXCLUDING MONROE, BARTLOW, LIBERTY, WASHINGTON, RICHFIELD, MARION, DAMASCUS & TOWNSHIPS & THAT PART OF HARRISON TOWNSHIP OUTSIDE CORPORATE LIMITS OF CITY OF NAPOLEON), PAULDING, PUTNAM AND WILLIAMS COUNTIES).....	\$ 33.39	20.06

BROH001-004 06/01/2023	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.....	\$ 32.40	19.30

BROH003-002 06/01/2024	Rates	Fringes
BRICKLAYER, STONEMASON (FULTON (TOWNSHIPS OF AMBOY, SWAN CREEK & FULTON), HENRY (TOWNSHIPS OF WASHINGTON, DAMASCUS, RICHFIELD, BARTLOW, LIBERTY, HARRISON, MONROE, & MARION), LUCAS AND WOOD (TOWNSHIPS OF PERRYSBURG, ROSS, LAKE, TROY, FREEDOM, MONTGOMERY, WEBSTER, CENTER, PORTAGE, MIDDLETON, PLAIN, LIBERTY, HENRY, WASHINGTON, WESTON, MILTON, JACKSON & GRAND RAPIDS) COUNTIES)...	\$ 33.39	20.06

BROH005-003 06/01/2020	Rates	Fringes
BRICKLAYER: SWING SCAFFOLDS (CUYAHOGA, LORAIN & MEDINA (HINCKLEY, GRANGER, BRUNSWICK, LIVERPOOL,		

MONTVILLE, YORK, HOMER, HARRISVILLE, CHATHAM, LITCHFIELD & SPENCER TOWNSHIPS AND THE CITY OF MEDINA)).....\$ 37.14	17.13
BRICKLAYER: SEWER BRICKLAYERS & STACK BUILDERS (CUYAHOGA, LORAIN & MEDINA (HINCKLEY, GRANGER, BRUNSWICK, LIVERPOOL, MONTVILLE, YORK, HOMER, HARRISVILLE, CHATHAM, LITCHFIELD & SPENCER TOWNSHIPS AND THE CITY OF MEDINA)).....\$ 36.64	17.13
BRICKLAYER: SANDBLASTERS (CUYAHOGA, LORAIN & MEDINA (HINCKLEY, GRANGER, BRUNSWICK, LIVERPOOL, MONTVILLE, YORK, HOMER, HARRISVILLE, CHATHAM, LITCHFIELD & SPENCER TOWNSHIPS AND THE CITY OF MEDINA)).....\$ 36.39	17.13
BRICKLAYER: BRICKLAYERS; CAULKERS; CLEANERS; POINTERS; & STONEMASONS (CUYAHOGA, LORAIN & MEDINA (HINCKLEY, GRANGER, BRUNSWICK, LIVERPOOL, MONTVILLE, YORK, HOMER, HARRISVILLE, CHATHAM, LITCHFIELD & SPENCER TOWNSHIPS AND THE CITY OF MEDINA)).....\$ 36.64	17.13

BROH0006-005 06/01/2024	
	Rates
BRICKLAYER, STONEMASON (CARROLL, COLUMBIANA (KNOX, BUTLER, WEST & HANOVER TOWNSHIPS), STARK & TUSCARAWAS).....\$ 33.39	Fringes 20.06

BROH0007-002 06/01/2024	
	Rates
BRICKLAYER, STONEMASON (LAWRENCE).....\$ 33.39	Fringes 20.06

BROH0007-005 06/01/2023	
	Rates
BRICKLAYER (PORTAGE & SUMMIT).....\$ 32.40	Fringes 19.30

BROH0007-010 06/01/2024	
	Rates
MASON - STONE (PORTAGE & SUMMIT).....\$ 33.39	Fringes 20.06

BROH0008-001 06/01/2024	
	Rates
BRICKLAYER (COLUMBIANA (SALEM, PERRY, FAIRFIELD, CENTER, ELK RUN, MIDDLETON, & UNITY TOWNSHIPS AND THE CITY OF NEW WATERFORD), MAHONING & TRUMBULL)....\$ 33.39	Fringes 20.06

BROH0009-002 06/01/2016	
	Rates
REFRACTORY (BELMONT & MONROE COUNTIES AND THE TOWNSHIPS OF WARREN & MT. PLEASANT AND THE VILLAGE OF DILLONVALE IN JEFFERSON COUNTY).....\$ 31.45	Fringes 19.01

BROH0009-002 06/01/2024	
	Rates
BRICKLAYER, STONEMASON (BELMONT & MONROE COUNTIES AND THE TOWNSHIPS OF WARREN & MT. PLEASANT AND THE VILLAGE OF DILLONVALE IN JEFFERSON COUNTY).....\$ 33.39	Fringes 20.06

BROH0010-002 06/01/2024	
	Rates
BRICKLAYER, STONEMASON (COLUMBIANA (ST. CLAIR, MADISON, WAYNE, FRANKLIN, WASHINGTON, YELLOW CREEK & LIVERPOOL TOWNSHIPS) & JEFFERSON (BRUSH CREEK & SALINE TOWNSHIPS)).....\$ 33.39	Fringes 20.06

BROH0014-002 06/01/2024	
	Rates
BRICKLAYER, STONEMASON (HARRISON & JEFFERSON (EXCEPT MT. PLEASANT, WARREN, BRUSH CREEK, SALINE & SALINEVILLE TOWNSHIPS & THE VILLAGE OF DILLONVALE)).\$ 33.39	Fringes 20.06

BROH0016-002 06/01/2023	
	Rates
	Fringes

BRICKLAYER, STONEMASON (ASHTABULA, GEAUGA, AND LAKE COUNTIES).....	\$ 32.40	19.30

BROH0018-002 06/01/2024		
	Rates	Fringes
BRICKLAYER, STONEMASON (BROWN, BUTLER, CLERMONT, HAMILTON, PREBLE (GASPER, DIXON, ISRAEL, LANIER, SOMERS & GRATIS TOWNSHIPS) & WARREN COUNTIES:).....	\$ 33.39	20.06

BROH0022-004 06/01/2024		
	Rates	Fringes
BRICKLAYER, STONEMASON (CHAMPAIGN, CLARK, CLINTON, DARKE, GREENE, HIGHLAND, LOGAN, MIAMI, MONTGOMERY, PREBLE (JACKSON, MONROE, HARRISON, TWIN, JEFFERSON & WASHINGTON TOWNSHIPS) AND SHELBY COUNTIES).....	\$ 33.39	20.06

BROH0032-001 06/01/2024		
	Rates	Fringes
BRICKLAYER, STONEMASON (GALLIA & MEIGS).....	\$ 33.39	20.06

BROH0035-002 06/01/2024		
	Rates	Fringes
BRICKLAYER, STONEMASON (ALLEN, AUGLAIZE, MERCER AND VAN WERT COUNTIES).....	\$ 33.39	20.06

BROH0039-002 06/01/2024		
	Rates	Fringes
BRICKLAYER, STONEMASON (ADAMS & SCIOTO).....	\$ 33.39	20.06

BROH0040-003 06/01/2024		
	Rates	Fringes
BRICKLAYER, STONEMASON (ASHLAND, CRAWFORD, HARDIN, HOLMES, MARION, MORROW, RICHLAND, WAYNE AND WYANDOT (EXCEPT CRAWFORD, RIDGE, RICHLAND & TYMOCHTEE TOWNSHIPS) COUNTIES) FOOTNOTE: LAYOUT MAN AND SAWMAN RATE: \$1.00 PER HOUR ABOVE JOURNEYMAN RATE. FREE STANDING STACK WORK GROUND LEVEL TO TOP OF STACK; SANDBLASTING AND LAYING OF CARBON MASONRY MATERIAL IN SWING STAGE AND/OR SCAFFOLD; RAMMING AND SPADING OF PLASTICS AND GUNNITING: \$1.50 PER HOUR ABOVE JOURNEYMAN RATE. ""HOT"" WORK: \$2.50 ABOVE JOURNEYMAN RATE.....	\$ 33.39	20.06

BROH0044-002 06/01/2024		
	Rates	Fringes
BRICKLAYER, STONEMASON (COSHOCTON, FAIRFIELD, GUERNSEY, HOCKING, KNOX, KICKING, MORGAN, MUSKINGUM, NOBLE (BEAVER, BUFFALO, SENECA & WAYNE TOWNSHIPS) & PERRY COUNTIES:).....	\$ 33.39	20.06

BROH0045-002 06/01/2023		
	Rates	Fringes
BRICKLAYER, STONEMASON (FAYETTE, JACKSON, PIKE, ROSS AND VINTON COUNTIES).....	\$ 35.39	17.47

BROH0046-002 06/01/2024		
	Rates	Fringes
BRICKLAYER, STONEMASON (ERIE, HANCOCK, HURON, OTTAWA, SANDUSKY, SENECA, WOOD (PERRY & BLOOM TOWNSHIPS) AND WYANDOT (TYMOCHTEE, CRAWFORD, RIDGE & RICHLAND TOWNSHIPS) COUNTIES & THE ISLANDS OF LAKE ERIE NORTH OF SANDUSKY) FOOTNOTE: LAYOUT MAN AND SAWMAN RATE: \$1.00 PER HOUR ABOVE JOURNEYMAN RATE. FREE STANDING STACK WORK GROUND LEVEL TO TOP OF STACK; SANDBLASTING AND LAYING OF CARBON MASONRY MATERIAL IN SWING STAGE AND/OR SCAFFOLD; RAMMING AND SPADING OF PLASTICS AND GUNNITING: \$1.50 PER HOUR ABOVE JOURNEYMAN RATE. ""HOT"" WORK: \$2.50 ABOVE JOURNEYMAN RATE.....	\$ 33.39	20.06

BROH0052-001 06/01/2024		

	Rates	Fringes
BRICKLAYER, STONEMASON (ATHENS COUNTY).....	\$ 33.39	20.06

BROH0052-003 06/01/2024		
	Rates	Fringes
BRICKLAYER, STONEMASON (NOBLE (BROOKFIELD, NOBLE, CENTER, SHARON, OLIVE, ENOCH, STOCK, JACKSON, JEFFERSON & ELK TOWNSHIPS) AND WASHINGTON COUNTIES).....	\$ 33.39	20.06

BROH0055-003 06/01/2024		
	Rates	Fringes
BRICKLAYER, STONEMASON (DELAWARE, FRANKLIN, MADISON, PICKAWAY AND UNION COUNTIES).....	\$ 33.39	20.06

CARP0002-024 05/01/2009		
	Rates	Fringes
DIVER (BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE, GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN).....	\$ 40.58	9.69

CARP0002-024 05/01/2025		
	Rates	Fringes
CARPENTER & PILEDRIVERMEN (BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE, GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN).....	\$ 35.94	23.59

CARP0171-001 05/01/2025		
	Rates	Fringes
CARPENTER (MAHONING & TRUMBULL).....	\$ 33.19	25.02

CARP0171-002 05/01/2025		
	Rates	Fringes
CARPENTER (BELMONT, COLUMBIANA, HARRISON, JEFFERSON & MONROE).....	\$ 32.50	26.19

CARP0200-002 05/01/2009		
	Rates	Fringes
DIVER (ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING, MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON AND WASHINGTON COUNTIES).....	\$ 39.41	10.40

CARP0200-002 05/01/2025		
	Rates	Fringes
PILEDRIVERMAN (ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING, MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON AND WASHINGTON COUNTIES).....	\$ 35.94	23.59
CARPENTER (ADAMS, ATHENS, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, GALLIA, GUERNSEY, HIGHLAND, HOCKING, JACKSON, LAWRENCE, LICKING, MADISON, MARION, MEIGS, MORGAN, MUSKINGUM, NOBLE, PERRY, PICKAWAY, PIKE, ROSS, SCIOTO, UNION, VINTON AND WASHINGTON COUNTIES).....	\$ 35.94	23.59

CARP0285-001 05/01/2025		
	Rates	Fringes
CARPENTER (CARROLL, STARK, TUSCARAWAS AND WAYNE)....	\$ 34.07	24.28

CARP0285-002 05/01/2025		
	Rates	Fringes
CARPENTER (COSHOCOTON, HOLMES, KNOX & MORROW).....	\$ 33.38	24.69

CARP0285-008 05/01/2025		

	Rates	Fringes
CARPENTER (MEDINA, PORTAGE & SUMMIT).....	\$ 37.18	25.07

CARP0351-005 05/01/2025		
CARPENTER (LUCAS & WOOD).....	\$ 35.44	27.56

CARP0351-006 05/01/2025		
CARPENTER (DEFIANCE, FULTON, HANCOCK, HENRY, PAULDING & WILLIAMS COUNTIES).....	\$ 32.05	26.13

CARP0372-002 05/01/2025		
CARPENTER (ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM & VAN WERT).....	\$ 31.80	26.33

CARP0435-005 05/01/2025		
CARPENTER (ASHTABULA, CUYAHOGA, GEAUGA & LAKE).....	\$ 38.57	24.64

CARP0735-001 05/01/2025		
CARPENTER (ASHLAND, HURON & RICHLAND).....	\$ 34.67	23.57

CARP0735-002 05/01/2025		
CARPENTER (LORAIN).....	\$ 38.42	24.01

CARP0735-004 05/01/2025		
CARPENTER (ERIE).....	\$ 36.71	24.14

CARP0744-001 05/01/2025		
CARPENTER (CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT).....	\$ 33.74	27.05

CARP1090-002 05/01/2025		
PILEDRIVMEN & DIVER'S TENDER (ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM, VAN WERT & WYANDOT) DIVERS - \$250.00 PER DAY.....	\$ 35.94	28.39

CARP1090-003 05/01/2025		
PILEDRIVMEN; DIVER, DRY (BELMONT, HARRISON, & MONROE).....	\$ 39.01	24.91
DIVER, WET (BELMONT, HARRISON, & MONROE).....	\$ 58.52	24.91

CARP1090-004 05/01/2025		
PILEDRIVMEN; DIVER, DRY (CARROLL, STARK, TUSCARAWAS & WAYNE).....	\$ 33.21	25.40
DIVER, WET (CARROLL, STARK, TUSCARAWAS & WAYNE).....	\$ 49.82	25.40

CARP1090-005 05/01/2025		
PILEDRIVMEN; DIVER, DRY (ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE, LORAIN, MEDINA, PORTAGE, RICHLAND & SUMMIT).....	\$ 36.34	27.50
DIVER, WET (ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE, LORAIN, MEDINA, PORTAGE, RICHLAND & SUMMIT).....	\$ 54.51	27.50

CARP1090-006 05/01/2025		
PILEDRIVMEN; DIVER, DRY (COSHOCTON, HOLMES, KNOX		

& MORROW).....\$ 36.24	22.54
DIVER, WET (COSHOCOTON, HOLMES, KNOX & MORROW).....\$ 54.36	22.54

CARP1090-007 05/01/2025	
Rates	Fringes
PILEDRIVERMEN; DIVER, DRY (MAHONING & TRUMBULL).....\$ 33.90	24.82
DIVER, WET (MAHONING & TRUMBULL).....\$ 50.85	24.82

CARP1090-008 05/01/2025	
Rates	Fringes
PILEDRIVERMAN (COLUMBIANA & JEFFERSON).....\$ 39.01	24.91

CARP1090-009 05/01/2025	
Rates	Fringes
PILEDRIVERMEN & DIVER'S TENDER (CRAWFORD, DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, SANDUSKY, SENECA, WILLIAMS & WOOD) DIVERS - \$250.00 PER DAY.....\$ 37.98	28.63

ELEC0008-002 05/25/2020	
Rates	Fringes
CABLE SPLICER (DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD).....\$ 38.98	18.96

ELEC0008-002 05/27/2024	
Rates	Fringes
ELECTRICIAN (DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD).....\$ 48.40	25.24

ELEC0032-003 06/01/2025	
Rates	Fringes
ELECTRICIAN (ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY, VAN WERT & WYANDOT (CRAWFORD, JACKSON, MARSEILLES, MIFFLIN, RIDGELAND, RIDGE & SALEM TOWNSHIPS)).....\$ 39.17	23.60

ELEC0038-002 04/28/2025	
Rates	Fringes
ELECTRICIAN, EXCLUDING SOUND & COMMUNICATIONS WORK. FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY.....\$ 46.63	24.92

ELEC0038-008 04/28/2025	
Rates	Fringes
SOUND & COMMUNICATION TECHNICIAN: INSTALLER TECHNICIAN (CUYAHOGA, GEAGA (BAINBRIDGE, CHESTER & RUSSELL TOWNSHIPS) & LORAIN (COLUMBIA TOWNSHIP)) FOOTNOTES; A. 6 PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; JULY 4TH; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY B. 1 WEEK'S PAID VACATION FOR 1 YEAR'S SERVICE; 2 WEEKS' PAID VACATION FOR 2 OR MORE YEARS' SERVICE.....\$ 33.05	14.91
SOUND & COMMUNICATION TECHNICIAN: COMMUNICATIONS TECHNICIAN (CUYAHOGA, GEAGA (BAINBRIDGE, CHESTER & RUSSELL TOWNSHIPS) & LORAIN (COLUMBIA TOWNSHIP)) FOOTNOTES; A. 6 PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; JULY 4TH; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY B. 1 WEEK'S PAID VACATION FOR 1 YEAR'S SERVICE; 2 WEEKS' PAID VACATION FOR 2 OR MORE YEARS' SERVICE.....\$ 34.30	14.95

ELEC0064-003 11/30/2025	
Rates	Fringes
ELECTRICIAN (COLUMBIANA (BUTLER, FAIRFIELD, PERRY, SALEM & UNITY TOWNSHIPS) MAHONING (AUSTINTOWN, BEAVER, BERLIN, BOARDMAN, CANFIELD, ELLSWORTH,	

COITSVILLE, GOSHEN, GREEN, JACKSON, POLAND, SPRINGFIELD & YOUNGSTOWN TOWNSHIPS), & TRUMBULL (HUBBARD & LIBERTY TOWNSHIPS)).....	\$ 41.49	21.81

ELEC0071-005 01/06/2025		
	Rates	Fringes
LINE CONSTRUCTION: LINEMEN/CABLE SPLICER: MUNICIPAL POWER/TRANSIT PROJECTS (ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN).....	\$ 54.96	23.09
LINE CONSTRUCTION: LINEMEN/CABLE SPLICER: DOT/TRAFFIC SIGNAL & HIGHWAY LIGHTING PROJECTS (ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN).....	\$ 43.89	19.85
LINE CONSTRUCTION: GROUNDMAN: MUNICIPAL POWER/TRANSIT PROJECTS (ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN).....	\$ 38.47	18.64
LINE CONSTRUCTION: GROUNDMAN: DOT/TRAFFIC SIGNAL & HIGHWAY LIGHTING PROJECTS (ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN).....	\$ 31.10	16.40
LINE CONSTRUCTION: EQUIPMENT OPERATOR: MUNICIPAL POWER/TRANSIT PROJECTS (ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN).....	\$ 49.46	21.60
LINE CONSTRUCTION: EQUIPMENT OPERATOR: DOT/TRAFFIC SIGNAL & HIGHWAY LIGHTING PROJECTS (ASHTABULA, CUYAHOGA, GEAUGA, LAKE & LORAIN).....	\$ 39.97	18.79

ELEC0071-010 01/06/2025		
	Rates	Fringes
LINE CONSTRUCTION: LINEMAN & CABLE SPLICERS (STATEWIDE).....	\$ 46.02	19.04
LINE CONSTRUCTION: GROUNDMAN (STATEWIDE).....	\$ 29.07	14.97
LINE CONSTRUCTION: EQUIPMENT OPERATOR (STATEWIDE)...	\$ 40.44	17.71

ELEC0082-002 12/02/2024		
	Rates	Fringes
ELECTRICIAN (CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN (WAYNE, CLEAR CREEK & FRANKLIN TOWNSHIPS)).....	\$ 38.00	22.49

ELEC0082-006 11/25/2024		
	Rates	Fringes
SOUND & COMMUNICATION TECHNICIAN: INSTALLER/TECHNICIAN (CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN (WAYNE, CLEAR CREEK & FRANKLIN TOWNSHIPS)).....	\$ 27.70	15.71
SOUND & COMMUNICATION TECHNICIAN: CABLE PULLER (CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN (WAYNE, CLEAR CREEK & FRANKLIN TOWNSHIPS))..	\$ 13.85	5.30

ELEC0129-003 02/24/2025		
	Rates	Fringes
ELECTRICIAN (LORAIN (EXCEPT COLUMBIA TOWNSHIP) & MEDINA (LITCHFIELD & LIVERPOOL TOWNSHIPS)).....	\$ 42.95	18.81

ELEC0129-004 02/24/2025		
	Rates	Fringes
ELECTRICIAN (ERIE & HURON (LYME, RIDGEFIELD, NORWALK, TOWNSEND, WAKEMAN, SHERMAN, PERU, BRONSON, HARTLAND, CLARKSFIELD, NORWICH, GREENFIELD, FAIRFIELD, FITCHVILLE & NEW LONDON TOWNSHIPS)).....	\$ 42.95	18.81

ELEC0141-003 06/02/2024		
	Rates	Fringes
CABLE SPLICER (BELMONT COUNTY).....	\$ 42.94	27.74

ELEC0141-003 06/02/2025		
	Rates	Fringes
ELECTRICIAN (BELMONT COUNTY).....	\$ 39.25	31.23

ELEC0212-003 11/26/2018		
	Rates	Fringes
SOUND & COMMUNICATION TECHNICIAN (BROWN, CLERMONT & HAMILTON).....	\$ 24.35	10.99

ELEC0212-005 06/02/2025		
	Rates	Fringes
ELECTRICIAN (BROWN, CLERMONT, AND HAMILTON COUNTIES).....	\$ 38.05	22.97

ELEC0245-001 08/26/2024		
	Rates	Fringes
LINE CONSTRUCTION: LINEMAN (ALLEN, HARDIN, VAN WERT & WYANDOT (CRAWFORD, JACKSON, MARSEILLES, MIFFLIN, RICHLAND, RIDGE & SALEM TOWNSHIPS)) FOOTNOTE: A. HALF DAY'S PAID HOLIDAY: THE LAST 4 HOURS OF THE WORKDAY PRIOR TO CHRISTMAS OR NEW YEAR'S DAY.....	\$ 47.07	21.03
LINE CONSTRUCTION: GROUNDMAN TRUCK DRIVER (ALLEN, HARDIN, VAN WERT & WYANDOT (CRAWFORD, JACKSON, MARSEILLES, MIFFLIN, RICHLAND, RIDGE & SALEM TOWNSHIPS)): FOOTNOTE: A. HALF DAY'S PAID HOLIDAY: THE LAST 4 HOURS OF THE WORKDAY PRIOR TO CHRISTMAS OR NEW YEAR'S DAY.....	\$ 20.59	13.62
LINE CONSTRUCTION: EQUIPMENT OPERATOR (ALLEN, HARDIN, VAN WERT & WYANDOT (CRAWFORD, JACKSON, MARSEILLES, MIFFLIN, RICHLAND, RIDGE & SALEM TOWNSHIPS)) FOOTNOTE: A. HALF DAY'S PAID HOLIDAY: THE LAST 4 HOURS OF THE WORKDAY PRIOR TO CHRISTMAS OR NEW YEAR'S DAY.....	\$ 32.95	17.08

ELEC0245-003 01/01/2025		
	Rates	Fringes
LINE CONSTRUCTION: TRAFFIC SIGNAL & LIGHTING TECHNICIAN (DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, AND WOOD COUNTIES) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY.....	\$ 42.18	19.91
LINE CONSTRUCTION: OPERATOR - CLASS 2 (DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, AND WOOD COUNTIES) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY.....	\$ 32.81	17.29
LINE CONSTRUCTION: OPERATOR - CLASS 1 (DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, AND WOOD COUNTIES) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY.....	\$ 37.50	18.60
LINE CONSTRUCTION: LINEMAN (DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, AND WOOD COUNTIES) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY.....	\$ 46.87	21.22
LINE CONSTRUCTION: HELI-ARC WELDING (DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, AND WOOD COUNTIES) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY.....	\$ 47.17	21.31
LINE CONSTRUCTION: GROUNDMAN/TRUCK DRIVER		

(DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, AND WOOD COUNTIES) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY.....\$ 20.51 13.84

LINE CONSTRUCTION: CABLE SPLICER (DEFIANCE, FULTON, HANCOCK, HENRY, HURON, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS, AND WOOD COUNTIES) : FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY.....\$ 53.90 23.19

ELEC0245-004 01/01/2025

Rates

Fringes

LINE CONSTRUCTION: OPERATOR - CLASS 2 (ERIE COUNTY) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY.....\$ 32.81 17.29

LINE CONSTRUCTION: OPERATOR - CLASS 1 (ERIE COUNTY) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY.....\$ 37.50 18.60

LINE CONSTRUCTION: LINEMAN (ERIE COUNTY) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY.....\$ 46.87 21.22

LINE CONSTRUCTION: GROUNDMAN/TRUCK DRIVER (ERIE COUNTY) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY.....\$ 20.51 13.84

LINE CONSTRUCTION: CABLE SPLICER (ERIE COUNTY) FOOTNOTE: A. 6 OBSERVED HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; INDEPENDENCE DAY; LABOR DAY; THANKSGIVING DAY; & CHRISTMAS DAY. EMPLOYEES WHO WORK ON A HOLIDAY SHALL BE PAID AT A RATE OF DOUBLE THEIR APPLICABLE CLASSIFIED STRAIGHT-TIME RATES FOR THE WORK PERFORMED ON SUCH HOLIDAY.....\$ 53.90 23.19

ELEC0246-001 10/28/2024

Rates

Fringes

ELECTRICIAN (CARROLL, COLUMBIANA, HARRISON AND JEFFERSON COUNTIES IN OHIO; BROOKE AND HANCOCK COUNTIES IN WEST VIRGINIA.) FOOTNOTE: A. 1 1/2 PAID HOLIDAYS: THE LAST SCHEDULED WORKDAY PRIOR TO CHRISTMAS & 4 HOURS ON GOOD FRIDAY.....\$ 44.00 37.68

ELEC0306-005 05/27/2024

Rates

Fringes

ELECTRICIAN (MEDINA (BRUNSWICK, CHATHAM, GRANGER, GUILFORD, HARRISVILLE, HINCKLEY, HOMER, LAFAYETTE, MEDINA, MONTVILLE, SHARON, SPENCER, WADSWORTH, WESTFIELD & YORK TOWNSHIPS), PORTAGE (ATWATER, AURORA, BRIMFIELD, DEERFIELD, FRANKLIN, MANTUA, RANDOLPH, RAVENNA, ROOTSTOWN, SHALERSVILLE, STREETSBORO & SUFFIELD TOWNSHIPS), SUMMIT & WAYNE (BAUGHMAN, CANAAN, CHESTER, CHIPPEWA, CONGRESS, GREEN, MILTON, & WAYNE TOWNSHIPS)).....\$ 42.55 20.95

CABLE SPLICER (MEDINA (BRUNSWICK, CHATHAM, GRANGER,

GUILFORD, HARRISVILLE, HINCKLEY, HOMER, LAFAYETTE, MEDINA, MONTVILLE, SHARON, SPENCER, WADSWORTH, WESTFIELD & YORK TOWNSHIPS), PORTAGE (ATWATER, AURORA, BRIMFIELD, DEERFIELD, FRANKLIN, MANTUA, RANDOLPH, RAVENNA, ROOTSTOWN, SHALERSVILLE, STREETSBORO & SUFFIELD TOWNSHIPS), SUMMIT & WAYNE (BAUGHMAN, CANAAN, CHESTER, CHIPPEWA, CONGRESS, GREEN, MILTON, & WAYNE TOWNSHIPS)).....\$ 46.81			20.95

ELEC0317-002 06/01/2009			
	Rates		Fringes
CABLE SPLICER (GALLIA & LAWRENCE).....	\$ 32.68		18.13

ELEC0317-002 06/02/2025			
	Rates		Fringes
ELECTRICIAN (GALLIA & LAWRENCE).....	\$ 41.15		29.35

ELEC0540-005 06/30/2025			
	Rates		Fringes
ELECTRICIAN (CARROLL (NORTHERN HALF, INCLUDING FOX, HARRISON, ROSE & WASHINGTON TOWNSHIPS), COLUMBIANA (KNOX TOWNSHIP), HOLMES, MAHONING (SMITH TOWNSHIP), STARK, TUSCARAWAS (NORTH OF AUBURN, CLAY, RUSH & YORK TOWNSHIPS), AND WAYNE (SOUTH OF BAUGHMAN, CHESTER, GREEN & WAYNE TOWNSHIPS) COUNTIES).....	\$ 39.86		29.19

ELEC0573-003 06/01/2025			
	Rates		Fringes
ELECTRICIAN (ASHTABULA (COLEBROOK, WAYNE, WILLIAMSFIELD, ORWELL & WINDSOR TOWNSHIPS), GEAUGA (AUBURN, MIDDLEFIELD, PARKMAN & TROY TOWNSHIPS), MAHONING (MILTON TOWNSHIP), PORTAGE (CHARLESTOWN, EDINBURG, FREEDOM, HIRAM, NELSON, PALMYRA, PARIS & WINDHAM TOWNSHIPS), AND TRUMBULL (EXCEPT LIBERTY & HUBBARD TOWNSHIPS)).....	\$ 42.20		23.37

ELEC0575-001 05/29/2023			
	Rates		Fringes
ELECTRICIAN (ADAMS, FAYETTE, HIGHLAND, HOCKING, JACKSON (BLOOMFIELD, FRANKLIN, HAMILTON, JEFFERSON, LICK, MADISON, SCIOTO, COAL, JACKSON, LIBERTY, MILTON & WASHINGTON TOWNSHIPS), PICKAWAY (DEER CREEK, PERRY, PICKAWAY, SALT CREEK & WAYNE TOWNSHIPS), PIKE (BEAVER, BENTON, JACKSON, MIFFLIN, PEBBLE, PEEPEE, PERRY, SEAL, CAMP CREEK, NEWTON, SCIOTO, SUNFISH, UNION & MARION TOWNSHIPS), ROSS, SCIOTO & VINTON (CLINTON, EAGLE, ELK, HARRISON, JACKSON, RICHLAND & SWAN TOWNSHIPS)).....	\$ 37.00		22.26

ELEC0648-001 03/05/2018			
	Rates		Fringes
CABLE SPLICER (BUTLER AND WARREN COUNTIES (DEERFIELD, HAMILTON, HARLAN, MASSIE, SALEM, TURTLE CREEK, UNION & WASHINGTON TOWNSHIPS)).....	\$ 30.50		18.23

ELEC0648-001 09/01/2025			
	Rates		Fringes
ELECTRICIAN (BUTLER AND WARREN COUNTIES (DEERFIELD, HAMILTON, HARLAN, MASSIE, SALEM, TURTLE CREEK, UNION & WASHINGTON TOWNSHIPS)).....	\$ 38.00		24.16

ELEC0673-004 02/01/2020			
	Rates		Fringes
CABLE SPLICER (ASHTABULA (EXCLUDING ORWELL, COLEBROOK, WILLIAMSFIELD, WAYNE & WINDSOR TOWNSHIPS), GEAUGA (BURTON, CHARDON, CLARIDON, HAMBDEEN, HUNTSBURG, MONTVILLE, MUNSON, NEWBURY & THOMPSON TOWNSHIPS) AND LAKE COUNTIES).....	\$ 33.81		21.47

ELEC0673-004 05/26/2025			
	Rates		Fringes

ELECTRICIAN (ASHTABULA (EXCLUDING ORWELL, COLEBROOK, WILLIAMSFIELD, WAYNE & WINDSOR TOWNSHIPS), GEAUGA (BURTON, CHARDON, CLARIDON, HAMBDEEN, HUNTSBURG, MONTVILLE, MUNSON, NEWBURY & THOMPSON TOWNSHIPS) AND LAKE COUNTIES).....\$ 41.17			24.58

ELEC0683-002 06/02/2025			
	Rates	Fringes	
ELECTRICIAN (CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD, FRANKLIN, MADISON, PICKAWAY (CIRCLEVILLE, DARBY, HARRISON, JACKSON, MADISON, MONROE, MUHLENBERG, SCIOTO, WALNUT & WASHINGTON TOWNSHIPS), AND UNION COUNTIES).....\$ 43.00			26.37
CABLE SPLICER (CHAMPAIGN, CLARK, DELAWARE, FAIRFIELD, FRANKLIN, MADISON, PICKAWAY (CIRCLEVILLE, DARBY, HARRISON, JACKSON, MADISON, MONROE, MUHLENBERG, SCIOTO, WALNUT & WASHINGTON TOWNSHIPS), AND UNION COUNTIES).....\$ 44.00			26.40

ELEC0688-003 05/30/2022			
	Rates	Fringes	
ELECTRICIAN (ASHLAND, CRAWFORD, HURON (RICHMOND, NEW HAVEN, RIPLEY & GREENWICH TOWNSHIPS), KNOX (LIBERTY, CLINTON, UNION, HOWARD, MONROE, MIDDLEBERRY, MORRIS, WAYNE, BERLIN, PIKE, BROWN & JEFFERSON TOWNSHIPS), MARION, MORROW, RICHLAND AND WYANDOT (SYCAMORE, CRANE, EDEN, PITT, ANTRIM & TYMOCHTEE TOWNSHIPS) COUNTIES).....\$ 32.30			21.83

ELEC0972-002 06/01/2024			
	Rates	Fringes	
ELECTRICIAN (ATHENS, MEIGS, MONROE, MORGAN, NOBLE, VINTON (BROWN, KNOX, MADISON, VINTON & WILKESVILLE TOWNSHIPS), AND WASHINGTON COUNTIES).....\$ 40.00			33.32
CABLE SPLICER (ATHENS, MEIGS, MONROE, MORGAN, NOBLE, VINTON (BROWN, KNOX, MADISON, VINTON & WILKESVILLE TOWNSHIPS), AND WASHINGTON COUNTIES)....\$ 40.25			33.33

ELEC1105-001 05/27/2024			
	Rates	Fringes	
ELECTRICIAN (COSHOCTON, GUERNSEY, KNOX (JACKSON, CLAY, MORGAN, MILLER, MILFORD, HILLIAR, BUTLER, HARRISON, PLEASANT & COLLEGE TOWNSHIPS), LICKING, MUSKINGUM, PERRY, AND TUSCARAWAS (AUBURN, YORK, CLAY, JEFFERSON, RUSH, OXFORD, WASHINGTON, SALEM, PERRY & BUCKS TOWNSHIPS) COUNTIES).....\$ 39.60			24.41

ENGI0018-003 05/01/2024			
	Rates	Fringes	
POWER EQUIPMENT OPERATOR GROUP 7 BOOM FROM 180 AND OVER. (ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, AND SUMMIT COUNTIES).....\$ 46.63			16.41
POWER EQUIPMENT OPERATOR GROUP 6 MASTER MECHANIC & BOOM FROM 150 TO 180. (ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, AND SUMMIT COUNTIES).....\$ 46.63			16.41
POWER EQUIPMENT OPERATOR GROUP 5 COMPRESSOR (PORTABLE, SEWER, HEAVY & HIGHWAY); DRUM FIREPERSON (ASPHALT PLANT); GENERATOR; MASONRY FORK LIFT; INBOARD-OUTBOARD MOTOR BOAT LAUNCH; OIL HEATER (ASPHALT PLANT); OILER/HELPER; POWER DRIVEN HEATER; POWER SWEEPER & SCRUBBER; PUMP (UNDER 4" DISCHARGE); SIGNALPERSON; TIRE REPAIRPERSON; VAC/ALLS; CRANES - COMPACT, TRACK OR RUBBER UNDER 4,000 POUND CAPACITY; FUELING AND GREASING; AND CHAINMEN. (ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, AND SUMMIT COUNTIES).\$ 37.98			16.41
POWER EQUIPMENT OPERATOR GROUP 4 BACKFILLER; BALLAST RE-LOCATOR; BARS, JOINT & MESH INSTALLING MACHINE; BATCH PLANT; BORING MACHINE OPERATOR (48" OR LESS); BULL FLOATS; BURLAP & CURING MACHINE; CONCRETE PLANT (CAPACITY 4 YD. & UNDER); CONCRETE SAW (MULTIPLE); CONVEYOR (HIGHWAY); CRUSHER; DECKHAND; FARM-TYPE TRACTOR WITH ATTACHMENTS (HIGHWAY); FINISHING MACHINE; FIREPERSON, FLOATING EQUIPMENT (ALL TYPES); FORKLIFT; FORM TRENCHER;			

HYDRO HAMMER EXPECT MASONARY; HYDRO SEEDER;
 PAVEMENT BREAKER; PLANT MIXER; POST DRIVER; POST
 HOLE DIGGER (POWER AUGER); POWER BRUSH BURNER;
 POWER FORM HANDLING EQUIPMENT; ROAD WIDENING
 TRENCHER; ROLLER (BRICK, GRADE & MACADAM);
 SELF-PROPELLED POWER SPREADER; SELF-PROPELLED POWER
 SUBGRADER; STEAM FIREPERSON; TRACTOR (PULLING
 SHEEPFOOT, ROLLER OR GRADER); AND VIBRATORY
 COMPACTOR WITH INTEGRAL POWER. (ASHTABULA,
 CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA,
 PORTAGE, AND SUMMIT COUNTIES).....\$ 43.27 16.41

POWER EQUIPMENT OPERATOR GROUP 3 A-FRAME; AIR
 COMPRESSOR ON TUNNEL WORK (LOW PRESSURE); ASPHALT
 PLANT ENGINEER (PORTAGE AND SUMMIT COUNTIES ONLY);
 BOBCAT-TYPE AND/OR SKID STEER LOADER WITH OR
 WITHOUT ATTACHMENTS; HIGHWAY DRILLS (ALL TYPES);
 LOCOMOTIVE (NARROW GAUGE); MATERIAL HOIST/ELEVATOR;
 MIXER, CONCRETE (MORE THAN ONE BAG CAPACITY);
 MIXER, ONE BAG CAPACITY (SIDE LOADER); POWER BOILER
 (OVER 15 LBS. PRESSURE) PUMP OPERATOR INSTALLING &
 OPERATING WELL POINTS; PUMP (4" & OVER DISCHARGE);
 ROLLER, ASPHALT; ROTOVATOR (LIME SOIL STABILIZER);
 SWITCH & TIE TAMPERS (WITHOUT LIFTING & ALIGNING
 DEVICE); UTILITY OPERATOR (SMALL EQUIPMENT);
 WELDING MACHINES; AND RAILROAD TIE
 INSERTER/REMOVER; ARTICULATING/STRAIGHT BED END
 DUMPS IF ASSIGNED (MINUS \$4.00 PER HOUR.
 (ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN,
 MEDINA, PORTAGE, AND SUMMIT COUNTIES).....\$ 44.49 16.41

POWER EQUIPMENT OPERATOR GROUP 2 ASPHALT PAVER;
 AUTOMATIC SUBGRADER MACHINE, SELF-PROPELLED (CMI
 TYPE); BOBCAT TYPE AND/OR SKID STEER LOADER WITH
 HOE ATTACHMENT GREATER THAN 7,000 LBS.; BORING
 MACHINE MORE THAN 48"; BULLDOZER; ENDLOADER;
 HORIZONTAL DIRECTIONAL DRILL (OVER 50,000 FT LBS
 THRUST); HYDRO MILLING MACHINE; KOLMAN-TYPE LOADER
 (PRODUCTION TYPE-DIRT); LEAD GREASEMAN; LIGHTING &
 TRAFFIC SIGNAL INSTALLATION EQUIPMENT (INCLUDES ALL
 GROUPS OR CLASSIFICATIONS); MATERIAL TRANSFER
 EQUIPMENT (SHUTTLE BUGGY) ASPHALT; PETTIBONE-RAIL
 EQUIPMENT; POWER GRADER; POWER SCRAPER; PUSH CAT;
 ROTOMILL (ALL), GRINDERS & PLANERS OF ALL TYPES;
 TRENCH MACHINE (24" WIDE & UNDER); VERMEER TYPE
 CONCRETE SAW; AND MAINTENANCE OPERATORS (PORTAGE
 AND SUMMIT COUNTIES ONLY). (ASHTABULA, CUYAHOGA,
 ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, AND
 SUMMIT COUNTIES).....\$ 45.53 16.41

POWER EQUIPMENT OPERATOR GROUP 1 AIR COMPRESSOR ON
 STEEL ERECTION; BARRIER MOVING MACHINE; BOILER
 OPERATOR ON COMPRESSOR OR GENERATOR WHEN MOUNTED ON
 A RIG; CABLEWAY; COMBINATION CONCRETE MIXER &
 TOWER; CONCRETE PLANT (OVER 4 YD. CAPACITY);
 CONCRETE PUMP; CRANE (ALL TYPES, INCLUDING BOOM
 TRUCK, CHERRY PICKER); CRANE-COMPACT, TRACK OR
 RUBBER OVER 4,000 LBS. CAPACITY; CRANES-SELF
 ERECTING, STATIONARY, TRACK OR TRUCK (ALL
 CONFIGURATIONS); DERRICK; DRAGLINE; DREDGE (DIPPER,
 CLAM OR SUCTION); ELEVATING GRADER OR EUCLID
 LOADER; FLOATING EQUIPMENT (ALL TYPES); GRADALL;
 HELICOPTER CREW (OPERATOR-HOIST OR WINCH); HOE (ALL
 TYPES); HOISTING ENGINE ON SHAFT OR TUNNEL WORK;
 HYDRAULIC GANTRY (LIFTING SYSTEM); INDUSTRIAL-TYPE
 TRACTOR; JET ENGINE DRYER (D8 OR D9) DIESEL
 TRACTOR; LOCOMOTIVE (STANDARD GAUGE); MAINTENANCE
 OPERATOR CLASS A; MIXER, PAVING (SINGLE OR DOUBLE
 DRUM); MUCKING MACHINE; MULTIPLE SCRAPER;
 PILEDRIVING MACHINE (ALL TYPES); POWER SHOVEL;
 PRENTICE LOADER; QUAD 9 (DOUBLE PUSHER); RAIL
 TAMPER (WITH AUTO LIFTING & ALIGNING DEVICE);
 REFRIGERATING MACHINE (FREEZER OPERATION); ROTARY
 DRILL, ON CAISSON WORK; ROUGH TERRAIN FORK LIFT
 WITH WINCH/HOIST; SIDE-BOOM; SLIP-FORM PAVER; TOWER
 DERRICK; TREE SHREDDER; TRENCH MACHINE (OVER 24"
 WIDE); TRUCK MOUNTED CONCRETE PUMP; TUG BOAT;
 TUNNEL MACHINE AND/OR MINING MACHINE; WHEEL
 EXCAVATOR; AND ASPHALT PLANT ENGINEER (CLEVELAND
 DISTRICT ONLY). (ASHTABULA, CUYAHOGA, ERIE,
 GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, AND SUMMIT
 COUNTIES).....\$ 45.63 16.41

ENGI0018-004 05/01/2024

Rates

Fringes

POWER EQUIPMENT OPERATOR GROUP 7 (ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCOTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PA.....\$ 45.14	16.41
POWER EQUIPMENT OPERATOR GROUP 6 (ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCOTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PA.....\$ 45.14	16.41
POWER EQUIPMENT OPERATOR GROUP 5 (ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCOTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PA.....\$ 36.34	16.41
POWER EQUIPMENT OPERATOR GROUP 4 (ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCOTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PA.....\$ 41.80	16.41
POWER EQUIPMENT OPERATOR GROUP 3 (ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCOTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PA.....\$ 42.98	16.41
POWER EQUIPMENT OPERATOR GROUP 2 (ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCOTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PA.....\$ 44.02	16.41
POWER EQUIPMENT OPERATOR GROUP 1 (ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCOTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PA.....\$ 44.14	16.41

ENGI0066-023 06/01/2023

Rates

Fringes

POWER EQUIPMENT OPERATOR: HAZARDOUS/TOXIC WASTE PROJECTS GROUP 5 - C & D - BRAKEPERSON; FIREPERSON; & OILER. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....	\$ 28.53	24.30
POWER EQUIPMENT OPERATOR: HAZARDOUS/TOXIC WASTE PROJECTS GROUP 4 - C & D - AIR CURTAIN DESTRUCTOR & SIMILAR TYPE; BATCH PLANT-JOB RELATED; BOILER OPERATOR; COMPRESSOR; CONVEYOR; CURB BUILDER, SELF-PROPELLED; DRILL WAGON; GENERATOR SET; GENERATOR-STEAM; HEATER-PORTABLE POWER; HYDRAULIC MANIPULATOR CRANE; JACK-HYDRAULIC POWER DRIVEN; JACK-HYRAULIC (RAILROAD); LADAVATOR; MINOR MACHINE OPERATOR; MIXER-CONCRETE; MULCHING MACHINE; PIN PULLER; POWER BROOM; PULVERIZER; PUMP; ROAD FINISHING MAHINC (PULL TYPE); SAW-CONCRETE-SELF-PROPELLED (HIGHWAY WORK); SIGNAL PERSON; SPRAY CURE MACHINE-MOTOR POWERED; STUMP CUTTER; TRACTOR; TRENCHER FORM; WATER BLASTER; STEAM JENNY; SYPHON; VIBRATOR-GASOLINE; & WELDING MACHINE. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....	\$ 31.65	24.30
POWER EQUIPMENT OPERATOR: HAZARDOUS/TOXIC WASTE PROJECTS GROUP 3 - C & D - ASPHALT PLANT; BENDING MACHINE (PIPELINE OR TYPE); BORING MACHINE, MOTOR DRIVEN; CHIP HARVESTER WITHOUT BOOM; CLEANING MACHINE, PIPELINE TYPE; COATING MACHINE, PIPELINE TYPE; COMPACTOR; CONCRETE BELT PLACER; CONCRETE FINISHER; CONCRETE PLANER OR ASPHALT; CONCRETE SPREADER; ELEVATOR; FORK LIFT (HOME BUILDING ONLY); FORK LIFT & LULLS; FORK LIFT WALK BEHIND (HOISTING OVER 1 BUCK HIGH); FORM LINE MACHINE; GREASE TRUCK OPERATOR; GROUT PUMP; GUNNITE MACHINE; HORIZONTAL DIRECTIONAL DRILL LOCATOR; SINGLE DRUM HOIST WITH OR WITHOUT TOWER; HUCK BOLTING MACHINE; HYDRAULIC SCAFFOLD (HOISTING BUILDING MATERIALS); PAVING BREAKER (SELF=PROPELLED OR RIDDEN); PIPE DREAM; POT FIREPERSON (POWER AGITATED); REFRIGERATION PLANT; ROAD WIDENER; ROLLER; SASGEN DERRICK; SEEDING MACHINE; SOIL STABILIZER (PUMP TYPE); SPRAY CURE MACHINE, SELF-PROPELLED; STRAW BLOWER MACHINE; SUB-GRADER; TUBE FINISHER OR BROOM C.M.I. OR SIMILAR TYPE; & TUGGER HOIST(COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....	\$ 35.27	24.30
POWER EQUIPMENT OPERATOR: HAZARDOUS/TOXIC WASTE PROJECTS GROUP 2 - C & D - ASPHALT HEATER PLANER; BACKFILLER WITH DRAG ATTACHMENT; BACKHOE; BACKHOE WITH SHEAR ATTACHED; BACKHOE-REAR PIVOTAL SWING; BATCH PLANT-CENTRAL MIX CONCRETE; BATCH PLANT, PORTABLE CONCRETE; BERM BUILDER-AUTOMATIC; BOAT DERRICK; BOAT-TUG; BORING MACHINE ATTACHED TO TRACTOR; BULLCLAM; VULLDOZER; C.M.I. ROAD BUILDER & SIMILAR TYPE; CABLE PLACER & LATYER; CARRIER-STRADDLE; CARRYALL-SCRAPER OR SCOPP; CHICAGO BOOM; COMPACTOR WITH BLAD ATTACHED; CONCRETE SAW (VERMEER OR SIMILAR TYPE); CONCRETE SPREADER FINISHER; COMBINATION, BIDWELL MACHINE; CRANE; CRANE-ELECTRIC OVERHEAD; CRANE-ROUGH TERRAIN; CRANE-SIDE BOOM; CRANE-TRUCK; CRANE-TOWER; DERRICK-BOOM; DERRICK-CAR; DIGGER -WHEEL (NOT TRENCHER OR ROAD WIDENER); DOUBLE NINE; DRAG LINE; DREDGE; DRILL-KENNY OR SIMILAR TYPE; EASY POUR MEDIAN BARRIER MACHINE (OR SIMILAR TYPE); ELECTROMATIC; FRANKIE PILE; GRADALL; GRADER; GURRY; SELF-PROPELLED; HEAVY EQUIPMENT ROBOTICS OPERATOR/MECHANIC; HOIST-MONORAIL; HOIST-STATIONARY & MOBILE TRACTOR; HOIST, 2 OR 3 DRUM; HORIZONTAL DIRECTIONAL DRILL OPERATOR; JACKALL; JUMBO MACHINE; KOCAL & KUHLMAN; LAND-SEAGOING VEHICLE; LOADER, ELEVATING; LOADER, FRONT END; LOADER, SKID STEER; LOCOMOTIVE; MECHANIC/WELDER; METRO CHIP HARVESTER WITH BOO; MUCKING MACHINE; PAVER-ASPHALT FINISHING MACHINE; PAVER-ROAD CONCRETE; PAVER-SLIP FORM (C.M.I. OR SIMILAR); PLACE CRETE MACHINE WITH BOOM; POST DRIVER (CARRIER MOUNTED); POWER DRIVEN HYDRAULIC PUMP & JACK (WHEN USED IN SLIP FORM OR LIFT SLAB CONSTRUCTION); PUMP CRETE MACHINE; REGULATOR-BALLAST; HYRAULIC POWER UNIT NOT ATTACHED TO RIG FOR PILE DRILLINGS; RIGS-DRILLING; ROTO MILL OR SIMILAR FULL LANE (8' WIDE & OVER); ROTO MILL OR		

SIMILAR TYPE (UNDER 8'); SHOVEL; SLIP FORM CURB MACHINE; SPEEDWING; SPIKEMASTER; STONECRUSHER; TIE PULLER & LOADER; TIE TAMPER; TRACTOR-DOUBLE BOOM; TRACTOR WITH ATTACHMENTS; TRUCK-BOOM; TRUCK-TIRE; TRENCH MACHINE; TUNNEL MACHINE (MARK 21 JAVA OR SIMILAR) & WHIRLEY (OR SIMILAR TYPE) (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....\$ 40.61 24.30

POWER EQUIPMENT OPERATOR: HAZARDOUS/TOXIC WASTE PROJECTS GROUP 1 - C & D - RIG, PILE DRIVER OR CAISSON TYPE; & RIG, PILE HYDRAULIC UNIT ATTACHED. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....\$ 40.91 24.30

POWER EQUIPMENT OPERATOR: ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS GROUP 5 - A & B - BRAKEPERSON; FIREPERSON; & OILER. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....\$ 31.13 24.30

POWER EQUIPMENT OPERATOR: ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS GROUP 4 - A & B - AIR CURTAIN DESTRUCTOR & SIMILAR TYPE; BATCH PLANT-JOB RELATED; BOILER OPERATOR; COMPRESSOR; CONVEYOR; CURB BUILDER, SELF-PROPELLED; DRILL WAGON; GENERATOR SET; GENERATOR-STEAM; HEATER-PORTABLE POWER; HYDRAULIC MANIPLATOR CRANE; JACK-HYDRAULIC POWER DRIVEN; JACK-HYRAULIC (RAILROAD); LADAVATOR; MINOR MACHINE OPERATOR; MIXER-CONCRETE; MULCHING MACHINE; PIN PULLER; POWER BROOM; PULVERIZER; PUMP; ROAD FINISHING MAHINC (PULL TYPE); SAW-CONCRETE-SELF-PROPELLED (HIGHWAY WORK); SIGNAL PERSON; SPRAY CURE MACHINE-MOTOR POWERED; STUMP CUTTER; TRACTOR; TRENCHER FORM; WATER BLASTER; STEAM JENNY; SYPHON; VIBRATOR-GASOLINE; & WELDING MACHINE. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....\$ 34.52 24.30

POWER EQUIPMENT OPERATOR: ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS GROUP 3 - A & B - ASPHALT PLANT; BENDING MACHINE (PIPELINE OR TYPE); BORING MACHINE, MOTOR DRIVEN; CHIP HARVESTER WITHOUT BOOM; CLEANING MACHINE, PIPELINE TYPE; COATING MACHINE, PIPELINE TYPE; COMPACTOR; CONCRETE BELT PLACER; CONCRETE FINISHER; CONCRETE PLANER OR ASPHALT; CONCRETE SPREADER; ELEVATOR; FORK LIFT (HOME BUILDING ONLY); FORK LIFT & LULLS; FORK LIFT WALK BEHIND (HOISTING OVER 1 BUCK HIGH); FORM LINE MACHINE; GREASE TRUCK OPERATOR; GROUT PUMP; GUNNITE MACHINE; HORIZONTAL DIRECTIONAL DRILL LOCATOR; SINGLE DRUM HOIST WITH OR WITHOUT TOWER; HUCK BOLTING MACHINE; HYDRAULIC SCAFFOLD (HOISTING BUILDING MATERIALS); PAVING BREAKER (SELF-PROPELLED OR RIDDEN); PIPE DREAM; POT FIREPERSON (POWER AGITATED); REFRIGERATION PLANT; ROAD WIDENER; ROLLER; SASGEN DERRICK; SEEDING MACHINE; SOIL STABILIZER (PUMP TYPE); SPRAY CURE MACHINE, SELF-PROPELLED; STRAW BLOWER MACHINE; SUB-GRADER; TUBE FINISHER OR BROOM C.M.I. OR SIMILAR TYPE; & TUGGER HOIST(COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....\$ 38.47 24.30

POWER EQUIPMENT OPERATOR: ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS GROUP 2 - A & B - ASPHALT HEATER PLANER; BACKFILLER WITH DRAG ATTACHMENT; BACKHOE; BACKHOE WITH SHEAR ATTACHED; BACKHOE-REAR PIVOTAL SWING; BATCH PLANT-CENTRAL MIX CONCRETE; BATCH PLANT, PORTABLE CONCRETE; BERM BUILDER-AUTOMATIC; BOAT DERRICK; BOAT-TUG; BORING MACHINE ATTACHED TO TRACTOR; BULLCLAM; VULLDOZER; C.M.I. ROAD BUILDER & SIMILAR TYPE; CABLE PLACER &LATYER; CARRIER-STRADDLE; CARRYALL-SCRAPER OR SCOPP; CHICAGO BOOM; COMPACTOR WITH BLAD ATTACHED; CONCRETE SAW (VERMEER OR SIMILAR TYPE); CONCRETE SPREADER FINISHER; COMBINATION, BIDWELL MACHINE; CRANE; CRANE-ELECTRIC OVERHEAD; CRANE-ROUGH TERRAIN; CRANE-SIDE BOOM; CRANE-TRUCK; CRANE-TOWER; DERRICK-BOOM; DERRICK-CAR; DIGGER -WHEEL (NOT TRENCHER OR ROAD WIDENER); DOUBLE NINE; DRAG LINE; DREDGE; DRILL-KENNY OR SIMILAR TYPE; EASY POUR MEDIAN BARRIER MACHINE (OR SIMILAR TYPE); ELECTROMATIC; FRANKIE PILE; GRADALL; GRADER; GURRY; SELF-PROPELLED; HEAVY EQUIPMENT ROBOTICS OPERATOR/MECHANIC; HOIST-MONORAIL; HOIST-STATIONARY & MOBILE TRACTOR; HOIST, 2 OR 3 DRUM; HORIZONTAL DIRECTIONAL DRILL OPERATOR; JACKALL; JUMBO MACHINE; KOCAL & KUHLMAN; LAND-SEAGOING VEHICLE; LOADER, ELEVATING; LOADER, FRONT END; LOADER, SKID STEER; LOCOMOTIVE; MECHANIC/WELDER; METRO CHIP HARVESTER

WITH BOO; MUCKING MACHINE; PAVER-ASPHALT FINISHING MACHINE; PAVER-ROAD CONCRETE; PAVER-SLIP FORM (C.M.I. OR SIMILAR); PLACE CRETE MACHINE WITH BOOM; POST DRIVER (CARRIER MOUNTED); POWER DRIVEN HYDRAULIC PUMP & JACK (WHEN USED IN SLIP FORM OR LIFT SLAB CONSTRUCTION); PUMP CRETE MACHINE; REGULATOR-BALLAST; HYRAULIC POWER UNIT NOT ATTACHED TO RIG FOR PILE DRILLINGS; RIGS-DRILLING; ROTO MILL OR SIMILAR FULL LANE (8' WIDE & OVER); ROTO MILL OR SIMILAR TYPE (UNDER 8'); SHOVEL; SLIP FORM CURB MACHINE; SPEEDWING; SPIKEMASTER; STONECRUSHER; TIE PULLER & LOADER; TIE TAMPER; TRACTOR-DOUBLE BOOM; TRACTOR WITH ATTACHMENTS; TRUCK-BOOM; TRUCK-TIRE; TRENCH MACHINE; TUNNEL MACHINE (MARK 21 JAVA OR SIMILAR) & WHIRLEY (OR SIMILAR TYPE) (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....\$ 44.30 24.30

POWER EQUIPMENT OPERATOR: ASBESTOS; HAZARDOUS/TOXIC WASTE PROJECTS GROUP 1 - A & B- RIG, PILE DRIVER OR CAISSON TYPE; & RIG, PILE HYDRAULIC UNIT ATTACHED. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....\$ 44.63 24.30

POWER EQUIPMENT OPERATOR: ALL OTHER WORK GROUP 5 - BRAKEPERSON; FIREPERSON; & OILER. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....\$ 25.94 24.30

POWER EQUIPMENT OPERATOR: ALL OTHER WORK GROUP 4 - AIR CURTAIN DESTRUCTOR & SIMILAR TYPE; BATCH PLANT-JOB RELATED; BOILER OPERATOR; COMPRESSOR; CONVEYOR; CURB BUILDER, SELF-PROPELLED; DRILL WAGON; GENERATOR SET; GENERATOR-STEAM; HEATER-PORTABLE POWER; HYDRAULIC MANIUPULATOR CRANE; JACK-HYDRAULIC POWER DRIVEN; JACK-HYARAULIC (RAILROAD); LADAVATOR; MINOR MACHINE OPERATOR; MIXER-CONCRETE; MULCHING MACHINE; PIN PULLER; POWER BROOM; PULVERIZER; PUMP; ROAD FINISHING MAHINC (PULL TYPE); SAW-CONCRETE-SELF-PROPELLED (HIGHWAY WORK); SIGNAL PERSON; SPRAY CURE MACHINE-MOTOR POWERED; STUMP CUTTER; TRACTOR; TRENCHER FORM; WATER BLASTER; STEAM JENNY; SYPHON; VIBRATOR-GASOLINE; & WELDING MACHINE. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....\$ 28.77 24.30

POWER EQUIPMENT OPERATOR: ALL OTHER WORK GROUP 3 - ASPHALT PLANT; BENDING MACHINE (PIPELINE OR TYPE); BORING MACHINE, MOTOR DRIVEN; CHIP HARVESTER WITHOUT BOOM; CLEANING MACHINE, PIPELINE TYPE; COATING MACHINE, PIPELINE TYPE; COMPACTOR; CONCRETE BELT PLACER; CONCRETE FINISHER; CONCRETE PLANER OR ASPHALT; CONCRETE SPREADER; ELEVATOR; FORK LIFT (HOME BUILDING ONLY); FORK LIFT & LULLS; FORK LIFT WALK BEHIND (HOISTING OVER 1 BUCK HIGH); FORM LINE MACHINE; GREASE TRUCK OPERATOR; GROUT PUMP; GUNNITE MACHINE; HORIZONTAL DIRECTIONAL DRILL LOCATOR; SINGLE DRUM HOIST WITH OR WITHOUT TOWER; HUCK BOLTING MACHINE; HYDRAULIC SCAFFOLD (HOISTING BUILDING MATERIALS); PAVING BREAKER (SELF=PROPELLED OR RIDDEN); PIPE DREAM; POT FIREPERSON (POWER AGITATED); REFRIGERATION PLANT; ROAD WIDENER; ROLLER; SASGEN DERRICK; SEEDING MACHINE; SOIL STABILIZER (PUMP TYPE); SPRAY CURE MACHINE, SELF-PROPELLED; STRAW BLOWER MACHINE; SUB-GRADER; TUBE FINISHER OR BROOM C.M.I. OR SIMILAR TYPE; & TUGGER HOIST. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....\$ 32.06 24.30

POWER EQUIPMENT OPERATOR: ALL OTHER WORK GROUP 2 - ASPHALT HEATER PLANER; BACKFILLER WITH DRAG ATTACHMENT; BACKHOE; BACKHOE WITH SHEAR ATTACHED; BACKHOE-REAR PIVOTAL SWING; BATCH PLANT-CENTRAL MIX CONCRETE; BATCH PLANT, PORTABLE CONCRETE; BERM BUILDER-AUTOMATIC; BOAT DERRICK; BOAT-TUG; BORING MACHINE ATTACHED TO TRACTOR; BULLCLAM; VULLDOZER; C.M.I. ROAD BUILDER & SIMILAR TYPE; CABLE PLACER & LATYER; CARRIER-STRADDLE; CARRYALL-SCRAPER OR SCOPP; CHICAGO BOOM; COMPACTOR WITH BLAD ATTACHED; CONCRETE SAW (VERMEER OR SIMILAR TYPE); CONCRETE SPREADER FINISHER; COMBINATION, BIDWELL MACHINE; CRANE; CRANE-ELECTRIC OVERHEAD; CRANE-ROUGH TERRAIN; CRANE-SIDE BOOM; CRANE-TRUCK; CRANE-TOWER; DERRICK-BOOM; DERRICK-CAR; DIGGER -WHEEL (NOT TRENCHER OR ROAD WIDENER); DOUBLE NINE; DRAG LINE; DREDGE; DRILL-KENNY OR SIMILAR TYPE; EASY POUR MEDIAN BARRIER MACHINE (OR SIMILAR TYPE); ELECTROMATIC; FRANKIE PILE; GRADALL; GRADER; GURRY;

SELF-PROPELLED; HEAVY EQUIPMENT ROBOTICS
 OPERATOR/MECHANIC; HOIST-MONORAIL; HOIST-STATIONARY
 & MOBILE TRACTOR; HOIST, 2 OR 3 DRUM; HORIZONTAL
 DIRECTIONAL DRILL OPERATOR; JACKALL; JUMBO MACHINE;
 KOCAL & KUHLMAN; LAND-SEAGOING VEHICLE; LOADER,
 ELEVATING; LOADER, FRONT END; LOADER, SKID STEER;
 LOCOMOTIVE; MECHANIC/WELDER; METRO CHIP HARVESTER
 WITH BOO; MUCKING MACHINE; PAVER-ASPHALT FINISHING
 MACHINE; PAVER-ROAD CONCRETE; PAVER-SLIP FORM
 (C.M.I. OR SIMILAR); PLACE CRETE MACHINE WITH BOOM;
 POST DRIVER (CARRIER MOUNTED); POWER DRIVEN
 HYDRAULIC PUMP & JACK (WHEN USED IN SLIP FORM OR
 LIFT SLAB CONSTRUCTION); PUMP CRETE MACHINE;
 REGULATOR-BALLAST; HYRAULIC POWER UNIT NOT ATTACHED
 TO RIG FOR PILE DRILLINGS; RIGS-DRILLING; ROTO MILL
 OR SIMILAR FULL LANE (8' WIDE & OVER); ROTO MILL OR
 SIMILAR TYPE (UNDER 8'); SHOVEL; SLIP FORM CURB
 MACHINE; SPEEDWING; SPIKEMASTER; STONECRUSHER; TIE
 PULLER & LOADER; TIE TAMPER; TRACTOR-DOUBLE BOOM;
 TRACTOR WITH ATTACHMENTS; TRUCK-BOOM; TRUCK-TIRE;
 TRENCH MACHINE; TUNNEL MACHINE (MARK 21 JAVA OR
 SIMILAR) & WHIRLEY (OR SIMILAR TYPE) (COLUMBIANA,
 MAHONING & TRUMBULL COUNTIES).....\$ 36.92 24.30
 POWER EQUIPMENT OPERATOR: ALL OTHER WORK GROUP 1-
 RIG, PILE DRIVER OR CAISSON TYPE; & RIG, PILE
 HYDRAULIC UNIT ATTACHED. (COLUMBIANA, MAHONING &
 TRUMBULL COUNTIES).....\$ 37.19 24.30

IRON0017-002 05/01/2024

Rates

Fringes

IRONWORKER: ORNAMENTAL, REINFORCING, & STRUCTURAL
 (ASHTABULA (NORTH OF ROUTE 6, STARTING AT THE
 GEAUGA COUNTY LINE, PROCEEDING EAST TO STATE ROUTE
 45), CUYAHOGA, ERIE (EASTERN 2/3), GEAUGA, HURON
 (EAST OF A LINE DRAWN FROM THE NORTH BORDER THROUGH
 MONROEVILLE & WILLARD), LAKE, LORAIN, MEDINA (NORTH
 OF OLD RTE. #224), PORTAGE (WEST OF A LINE FROM
 MIDDLEFIELD TO SHALERSVILLE TO DEERFIELD), AND
 SUMMIT (NORTH OF OLD RTE. #224, INCLUDING CITY
 LIMITS OF BARBERTON) COUNTIES).....\$ 36.83 29.01

IRON0017-010 05/01/2024

Rates

Fringes

IRONWORKER: STRUCTURAL, INCLUDING METAL BUILDING
 ERECTION & REINFORCING (ASHTABULA (EASTERN PART
 FROM LAKE ERIE ON THE NORTH TO ROUTE #322 ON THE
 SOUTH TO INCLUDE CONNEAUT, KINGSVILLE, SHEFFIELD,
 DENMARK, DORSET, CHERRY VALLEY, WAYNE, MONROE,
 PIERPONT, RICHMOND, ANDOVER & WILLIAMSFIELD
 TOWNSHIPS)).....\$ 36.83 29.01

IRON0044-001 06/01/2025

Rates

Fringes

IRONWORKER, REINFORCING (ADAMS (WESTERN PART),
 BROWN, BUTLER (SOUTHERN PART), CLERMONT, CLINTON
 (SOUTH OF A LINE DRAWN FROM BLANCHESTER TO
 LYNCHBURG), HAMILTON, HIGHLAND (EXCLUDING EASTERN
 ONE-FIFTH & PORTION OF COUNTY INSIDE LINES DRAWN
 FROM MARSHALL TO LYNCHBURG FROM THE NORTHERN COUNTY
 LINE THROUGH E. MONROE TO MARSHALL) AND WARREN
 (SOUTH OF A LINE DRAWN FROM BLANCHESTER THROUGH
 MORROW TO THE WEST COUNTY LINE) COUNTIES).....\$ 38.27 23.90

IRON0044-002 06/01/2025

Rates

Fringes

IRONWORKER: ORNAMENTAL; STRUCTURAL (CLINTON (SOUTH
 OF A LINE DRAWN FROM BLANCHESTER TO LYNCHBURG),
 HAMILTON, HIGHLAND (EXCLUDING EASTERN ONE-FIFTH &
 PORTION OF COUNTY INSIDE LINES DRAWN FROM MARSHALL
 TO LYNCHBURG FROM THE NORTHERN COUNTY LINE THROUGH
 E. MONROE TO MARSHALL) & WARREN (SOUTH OF A LINE
 DRAWN FROM BLANCHESTER THROUGH MORROW TO THE WEST
 COUNTY LINE)).....\$ 37.77 23.90
 IRONWORKER: FENCE ERECTOR (CLINTON (SOUTH OF A LINE
 DRAWN FROM BLANCHESTER TO LYNCHBURG), HAMILTON,
 HIGHLAND (EXCLUDING EASTERN ONE-FIFTH & PORTION OF
 COUNTY INSIDE LINES DRAWN FROM MARSHALL TO

LYNCHBURG FROM THE NORTHERN COUNTY LINE THROUGH E. MONROE TO MARSHALL) & WARREN (SOUTH OF A LINE DRAWN FROM BLANCHESTER THROUGH MORROW TO THE WEST COUNTY LINE)).....\$ 35.88 23.90

IRON0055-003 07/01/2024

Rates

Fringes

IRONWORKER: FENCE ERECTOR (CRAWFORD (AREA BETWEEN LINES DRAWN FROM WHERE HWY #598 & #30 MEET THROUGH N. LIBERTY TO THE NORTHERN BORDER & FROM SAID HWY JUNCTION POINT DUE WEST TO THE BORDER), DEFIANCE (S. OF A LINE DRAWN FROM WHERE RTE. #66 MEETS THE NORTHERN LINE THROUGH INDEPENDENCE TO THE EASTERN COUNTY BORDER), ERIE (WESTERN 1/3), FULTON, HANCOCK, HARDIN (NORTH OF A LINE DRAWN FROM MAYSVILLE TO A POINT 4 MILES SOUTH OF THE NORTHERN LINE ON THE EASTERN LINE), HENRY, HURON (WEST OF A.....\$ 29.77 21.30

IRONWORKER: ALL OTHER WORK (CRAWFORD (AREA BETWEEN LINES DRAWN FROM WHERE HWY #598 & #30 MEET THROUGH N. LIBERTY TO THE NORTHERN BORDER & FROM SAID HWY JUNCTION POINT DUE WEST TO THE BORDER), DEFIANCE (S. OF A LINE DRAWN FROM WHERE RTE. #66 MEETS THE NORTHERN LINE THROUGH INDEPENDENCE TO THE EASTERN COUNTY BORDER), ERIE (WESTERN 1/3), FULTON, HANCOCK, HARDIN (NORTH OF A LINE DRAWN FROM MAYSVILLE TO A POINT 4 MILES SOUTH OF THE NORTHERN LINE ON THE EASTERN LINE), HENRY, HURON (WEST OF A.....\$ 29.77 21.30

IRONWORKER: FLAT ROAD MESH (CRAWFORD (AREA BETWEEN LINES DRAWN FROM WHERE HWY #598 & #30 MEET THROUGH N. LIBERTY TO THE NORTHERN BORDER & FROM SAID HWY JUNCTION POINT DUE WEST TO THE BORDER), DEFIANCE (S. OF A LINE DRAWN FROM WHERE RTE. #66 MEETS THE NORTHERN LINE THROUGH INDEPENDENCE TO THE EASTERN COUNTY BORDER), ERIE (WESTERN 1/3), FULTON, HANCOCK, HARDIN (NORTH OF A LINE DRAWN FROM MAYSVILLE TO A POINT 4 MILES SOUTH OF THE NORTHERN LINE ON THE EASTERN LINE), HENRY, HURON (WEST OF A.....\$ 26.40 24.62

IRONWORKER: TUNNES & CAISSONS UNDER PRESSURE (CRAWFORD (AREA BETWEEN LINES DRAWN FROM WHERE HWY #598 & #30 MEET THROUGH N. LIBERTY TO THE NORTHERN BORDER & FROM SAID HWY JUNCTION POINT DUE WEST TO THE BORDER), DEFIANCE (S. OF A LINE DRAWN FROM WHERE RTE. #66 MEETS THE NORTHERN LINE THROUGH INDEPENDENCE TO THE EASTERN COUNTY BORDER), ERIE (WESTERN 1/3), FULTON, HANCOCK, HARDIN (NORTH OF A LINE DRAWN FROM MAYSVILLE TO A POINT 4 MILES SOUTH OF THE NORTHERN LINE ON THE EASTERN LINE), HENRY, HURON (WEST OF A.....\$ 35.50 29.20

IRON0147-002 06/01/2025

Rates

Fringes

IRONWORKER (ALLEN (NORTHERN HALF), DEFIANCE (NORTHERN PART, EXCLUDING SOUTH OF A LINE DRAWN FROM WHERE RTE. #66 MEETS THE NORTHERN LINE THROUGH INDEPENDENCE TO THE EASTERN COUNTY BORDER), MERCER (NORTHERN HALF), PAULDING, PUTNAM (WESTERN PART, EXCLUDING EAST OF A LINE DRAWN FROM THE NORTHERN BORDER DOWN THROUGH MILLER CITY TO WHERE #696 MEETS THE SOUTHERN BORDER), VAN WERT, AND WILLIAMS (WESTERN PART, EXCLUDING EAST OF A LINE DRAWN FROM PIONEER THROUGH STRYKER TO THE SOUTHERN BORDER) COUNTIES).....\$ 38.00 26.39

IRON0172-002 06/01/2025

Rates

Fringes

IRONWORKER (CHAMPAIGN (EASTERN ONE-THIRD), CLARK (EASTERN ONE-FOURTH), COSHOCTON (WEST OF A LINE BEGINNING AT THE NORTHWESTERN COUNTY LINE GOING THROUGH WALHONDING & TUNNEL HILL TO THE SOUTHERN COUNTY LINE), CRAWFORD (SOUTH OF RTE. #30), DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, HARDIN (EXCLUDING A LINE DRAWN FROM ROUNDHEAD TO MAYSVILLE), HIGHLAND (EASTERN ONE-FIFTH), HOCKING, JACKSON (NORTHERN HALF), KNOX, LICKING, LOGAN (EASTERN ONE-THIRD), MADISON, MARION, MORROW,

MUSKINGUM (WEST OF A LINE.....\$ 40.87	23.15

IRON0207-004 06/01/2025	
	Rates Fringes
IRONWORKER: ORNAMENTAL; REINFORCING; STRUCTURAL (ASHTABULA (SOUTHERN PART STARTING AT THE GEAUGA COUNTY LINE), COLUMBIANA (E. OF A LINE FROM DAMASCUS TO HIGHLANDTOWN), MAHONING (N. OF OLD ROUTE #224), PORTAGE (E. OF A LINE FROM MIDDLEFIELD TO SHALERSVILLE TO DEERFIELD) & TRUMBULL).....\$ 36.26	28.16
IRONWORKER: LAYOUT; SHEETER (ASHTABULA (SOUTHERN PART STARTING AT THE GEAUGA COUNTY LINE), COLUMBIANA (E. OF A LINE FROM DAMASCUS TO HIGHLANDTOWN), MAHONING (N. OF OLD ROUTE #224), PORTAGE (E. OF A LINE FROM MIDDLEFIELD TO SHALERSVILLE TO DEERFIELD) & TRUMBULL).....\$ 37.26	28.16

IRON0290-002 06/01/2025	
	Rates Fringes
IRONWORKER (ALLEN (SOUTHERN HALF), AUGLAIZE, BUTLER (NORTH OF A LINE DRAWN FROM EAST TO THE WEST COUNTY LINE GOING THROUGH OXFORD, DARRTOWN & WOODSDALE), CHAMPAIGN (EXCLUDING EAST OF A LINE DRAWN FROM CATAWLA TO THE POINT WHERE #68 INTERSECTS THE NORTHERN COUNTY LINE), CLARK (WESTERN TWO-THIRDS), CLINTON (EXCLUDING SOUTH OF A LINE DRAWN FROM BLANCHESTER TO LYNCHBURG), DARKE, GREENE, HIGHLAND (INSIDE LINES DRAWN FROM MARSHALL TO LYNCHBURG & FROM THE NORTHERN COUNTY LINE THROUGH EA.....\$ 37.39	25.35

IRON0549-003 12/01/2022	
	Rates Fringes
IRONWORKER (BELMONT, GUERNSEY, HARRISON, JEFFERSON, MONROE & MUSKINGUM (EXCLUDING PORTION WEST OF A LINE STARTING AT ADAMS MILL GOING TO ADAMSVILLE AND GOING FROM ADAMSVILLE THROUGH BLUE ROCK TO THE SOUTH BORDER)).....\$ 35.19	25.66

IRON0550-004 05/01/2024	
	Rates Fringes
IRONWORKERS: STRUCTURAL, ORNAMENTAL AND REINFORCING (ASHLAND, CARROLL, COLUMBIANA (W. OF A LINE FROM DAMASCUS TO HIGHLANDTOWN), COSHOCTON (E. OF A LINE BEGINNING AT NW CO. LINE GOING THROUGH WALHONDING & TUNNEL HILL TO THE SOUTH CO. LINE), HOLMES, HURON (S. OF OLD RTE. #224), MAHONING (S. OF OLD RTE. #224), MEDINA (S. OF OLD RTE. #224), PORTAGE (S. OF OLD RTE. #224), RICHLAND, STARK, SUMMIT (S. OF OLD RTE. #224, EXCLUDING CITY LIMITS OF BARBERTON), TUSCARAWAS, & WAYNE).....\$ 34.70	22.88

IRON0769-004 06/01/2025	
	Rates Fringes
IRONWORKER (ADAMS (EASTERN HALF), GALLIA, JACKSON (SOUTHERN HALF), LAWRENCE & SCIOTO).....\$ 39.70	29.59

IRON0787-003 06/01/2025	
	Rates Fringes
IRONWORKER (ATHENS, MEIGS, MORGAN, NOBLE, AND WASHINGTON COUNTIES).....\$ 36.10	24.65

LAB00265-008 05/01/2024	
	Rates Fringes
LABORER GROUP 4- MINER (WITH AIR-PRESSURIZED - \$1.00 PREMIUM); & GUNITE NOZZLE PERSON. TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING. (REMAINING COUNTIES OF OHIO) ..\$ 36.47	14.45
LABORER GROUP 4- MINER (WITH AIR-PRESSURIZED - \$1.00 PREMIUM); & GUNITE NOZZLE PERSON. TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE	

RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING. (CUYAHOGA, GEAUGA & LAKE COUNTIES).....\$ 38.13	14.45
LABORER GROUP 4- MINER (WITH AIR-PRESSURIZED - \$1.00 PREMIUM); & GUNITE NOZZLE PERSON. TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING. (ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES)..\$ 36.90	
LABORER GROUP 3- BLASTER; MUCKER; POWDER PERSON; TOP LANDER; WRENCHER (MECHANICAL JOINTS & UTILITY PIPELINE); YARNER; HAZARDOUS WASTE (LEVEL A); CONCRETE SPECIALIST; CONCRETE CREW IN TUNNELS (WITH AIR-PRESSURIZED - \$1.00 PREMIUM); CURB SETTER & CUTTER; GRADE CHECKER; UTILITY PIPELINE TAPPER; WATERLINE; AND CAULKER. TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING. (REMAINING COUNTIES OF OHIO)\$ 36.02	14.45
LABORER GROUP 3- BLASTER; MUCKER; POWDER PERSON; TOP LANDER; WRENCHER (MECHANICAL JOINTS & UTILITY PIPELINE); YARNER; HAZARDOUS WASTE (LEVEL A); CONCRETE SPECIALIST; CONCRETE CREW IN TUNNELS (WITH AIR-PRESSURIZED - \$1.00 PREMIUM); CURB SETTER & CUTTER; GRADE CHECKER; UTILITY PIPELINE TAPPER; WATERLINE; AND CAULKER. TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING. (CUYAHOGA, GEAUGA & LAKE COUNTIES)\$ 37.68	14.45
LABORER GROUP 3- BLASTER; MUCKER; POWDER PERSON; TOP LANDER; WRENCHER (MECHANICAL JOINTS & UTILITY PIPELINE); YARNER; HAZARDOUS WASTE (LEVEL A); CONCRETE SPECIALIST; CONCRETE CREW IN TUNNELS (WITH AIR-PRESSURIZED - \$1.00 PREMIUM); CURB SETTER & CUTTER; GRADE CHECKER; UTILITY PIPELINE TAPPER; WATERLINE; AND CAULKER. TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING. (ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES).....\$ 36.45	14.45
LABORER GROUP 2- ASPHALT RAKER; CONCRETE PUDDLER; KETTLE MAN PIPELINE); MACHINE DRIVEN TOOLS (GAS, ELECTRIC, AIR); MASON TENDER; BRICK PAVER; MORTAR MIXER; POWER BUGGY OR POWER WHEELBARROW; PAINT STRIPER; SHEETING & SHORING MAN; SURFACE GRINDER MAN; PLASTIC FUSING MACHINE OPERATOR; PUG MILL OPERATOR; & VACUUM DEVICES (WET OR DRY); RODDING MACHINE OPERATOR; DIVER; SCREWMAN OR PAVER; SCREED PERSON; WATER BLAST, HAND HELD WAND; PUMPS 4" & UNDER (GAS, AIR OR ELECTRIC) & HAZARDOUS WASTE (LEVEL C); AIR TRACK AND WAGON DRILL; BOTTOM PERSON; COFFERDAM (BELOW 25 FT. DEEP); CONCRETE SAW PERSON; CUTTING WITH BURNING TORCH; FORM SETTER; HAND SPIKER (RAILROAD); PIPELAYER; TUNNEL LABORER (WITHOUT AIR) & CAISSON; UNDERGROUND PERSON (WORKING IN SEWER AND WATERLINE, CLEANING, REPAIRING & RECONDITIONING); SANDBLASTER NOZZLE PERSON; & HAZARDOUS WASTE (LEVEL B). TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING. (REMAINING COUNTIES OF OHIO)..\$ 35.69	14.45
LABORER GROUP 2- ASPHALT RAKER; CONCRETE PUDDLER; KETTLE MAN PIPELINE); MACHINE DRIVEN TOOLS (GAS, ELECTRIC, AIR); MASON TENDER; BRICK PAVER; MORTAR MIXER; POWER BUGGY OR POWER WHEELBARROW; PAINT STRIPER; SHEETING & SHORING MAN; SURFACE GRINDER MAN; PLASTIC FUSING MACHINE OPERATOR; PUG MILL OPERATOR; & VACUUM DEVICES (WET OR DRY); RODDING MACHINE OPERATOR; DIVER; SCREWMAN OR PAVER; SCREED PERSON; WATER BLAST, HAND HELD WAND; PUMPS 4" & UNDER (GAS, AIR OR ELECTRIC) & HAZARDOUS WASTE (LEVEL C); AIR TRACK AND WAGON DRILL; BOTTOM PERSON; COFFERDAM (BELOW 25 FT. DEEP); CONCRETE SAW PERSON; CUTTING WITH BURNING TORCH; FORM SETTER;	

HAND SPIKER (RAILROAD); PIPELAYER; TUNNEL LABORER (WITHOUT AIR) & CAISSON; UNDERGROUND PERSON (WORKING IN SEWER AND WATERLINE, CLEANING, REPAIRING & RECONDITIONING); SANDBLASTER NOZZLE PERSON; & HAZARDOUS WASTE (LEVEL B). TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING. (CUYAHOGA, GEAUGA & LAKE COUNTIES).....\$ 37.35 14.45

LABORER GROUP 2- ASPHALT RAKER; CONCRETE PUDDLER; KETTLE MAN PIPELINE); MACHINE DRIVEN TOOLS (GAS, ELECTRIC, AIR); MASON TENDER; BRICK PAVER; MORTAR MIXER; POWER BUGGY OR POWER WHEELBARROW; PAINT STRIPER; SHEETING & SHORING MAN; SURFACE GRINDER MAN; PLASTIC FUSING MACHINE OPERATOR; PUG MILL OPERATOR; & VACUUM DEVICES (WET OR DRY); RODDING MACHINE OPERATOR; DIVER; SCREWMAN OR PAVER; SCREED PERSON; WATER BLAST, HAND HELD WAND; PUMPS 4" & UNDER (GAS, AIR OR ELECTRIC) & HAZARDOUS WASTE (LEVEL C); AIR TRACK AND WAGON DRILL; BOTTOM PERSON; COFFERDAM (BELOW 25 FT. DEEP); CONCRETE SAW PERSON; CUTTING WITH BURNING TORCH; FORM SETTER; HAND SPIKER (RAILROAD); PIPELAYER; TUNNEL LABORER (WITHOUT AIR) & CAISSON; UNDERGROUND PERSON (WORKING IN SEWER AND WATERLINE, CLEANING, REPAIRING & RECONDITIONING); SANDBLASTER NOZZLE PERSON; & HAZARDOUS WASTE (LEVEL B). TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING. (ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES)..\$ 36.12 14.45

LABORER GROUP 1- ASPHALT LABORER; CARPENTER TENDER; CONCRETE CURING APPLICATOR; DUMP MAN (BATCH TRUCK); GUARDRAIL AND FENCE INSTALLER; JOINT SETTER; LABORER (CONSTRUCTION); LANDSCAPE LABORER; MESH HANDLERS & PLACER; RIGHT-OF-WAY LABORER; RIPRAP LABORER & GROUTER; SCAFFOLD ERECTOR; SEAL COATING; SURFACE TREATMENT OR ROAD MIX LABORER; SIGN INSTALLER; SLURRY SEAL; UTILITY MAN; BRIDGE MAN; HANDYMAN; WATERPROOFING LABORER; FLAGPERSON; HAZARDOUS WASTE (LEVEL D); DIVER TENDER; ZONE PERSON & TRAFFIC CONTROL. TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING. (REMAINING COUNTIES OF OHIO).....\$ 35.52 14.45

LABORER GROUP 1- ASPHALT LABORER; CARPENTER TENDER; CONCRETE CURING APPLICATOR; DUMP MAN (BATCH TRUCK); GUARDRAIL AND FENCE INSTALLER; JOINT SETTER; LABORER (CONSTRUCTION); LANDSCAPE LABORER; MESH HANDLERS & PLACER; RIGHT-OF-WAY LABORER; RIPRAP LABORER & GROUTER; SCAFFOLD ERECTOR; SEAL COATING; SURFACE TREATMENT OR ROAD MIX LABORER; SIGN INSTALLER; SLURRY SEAL; UTILITY MAN; BRIDGE MAN; HANDYMAN; WATERPROOFING LABORER; FLAGPERSON; HAZARDOUS WASTE (LEVEL D); DIVER TENDER; ZONE PERSON & TRAFFIC CONTROL. TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING. (CUYAHOGA, GEAUGA & LAKE COUNTIES).....\$ 37.18 14.45

LABORER GROUP 1- ASPHALT LABORER; CARPENTER TENDER; CONCRETE CURING APPLICATOR; DUMP MAN (BATCH TRUCK); GUARDRAIL AND FENCE INSTALLER; JOINT SETTER; LABORER (CONSTRUCTION); LANDSCAPE LABORER; MESH HANDLERS & PLACER; RIGHT-OF-WAY LABORER; RIPRAP LABORER & GROUTER; SCAFFOLD ERECTOR; SEAL COATING; SURFACE TREATMENT OR ROAD MIX LABORER; SIGN INSTALLER; SLURRY SEAL; UTILITY MAN; BRIDGE MAN; HANDYMAN; WATERPROOFING LABORER; FLAGPERSON; HAZARDOUS WASTE (LEVEL D); DIVER TENDER; ZONE PERSON & TRAFFIC CONTROL. TUNNEL LABORER WITH AIR-PRESSURIZED ADD \$1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING. (ASHTABULA, ERIE, HURON, LORAIN, LUCAS, MAHONING, MEDINA, OTTAWA, PORTAGE, SANDUSKY, STARK, SUMMIT, TRUMBULL & WOOD COUNTIES).....\$ 35.95 14.45

LABORER: SEWAGE PLANTS, WASTE PLANTS, WATER
TREATMENT FACILITIES, PUMPING STATIONS, & ETHANOL
PLANTS CONSTRUCTION. (CUYAHOGA AND GEAUGA COUNTIES
ONLY).....\$ 38.56 14.45

PAIN0006-002 05/01/2023

	Rates	Fringes
PAINTER COMMERCIAL REPAINT GROUP 3- SPRAY PAINTING..	\$ 29.95	18.95
PAINTER COMMERCIAL REPAINT GROUP 2- SANDBLASTING & BUFFING (ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. OF THE EAST-WEST TURNPIKE) & SUMMIT (N. OF THE EAST-WEST TURNPIKE)).....	\$ 29.65	18.95
PAINTER COMMERCIAL REPAINT GROUP 1- BRUSH; & ROLLER (ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. OF THE EAST-WEST TURNPIKE) & SUMMIT (N. OF THE EAST-WEST TURNPIKE)).....	\$ 29.25	18.95
PAINTER COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS: GROUP 4- BRIDGE BLASTER (ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. OF THE EAST-WEST TURNPIKE) & SUMMIT (N. OF THE EAST-WEST TURNPIKE))	\$ 37.01	18.95
PAINTER COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS: GROUP 3- SPRAY PAINTING; CLOSED STEEL ABOVE 55 FEET; BRIDGES & OPEN STRUCTURAL STEEL; TANKS - WATER TOWERS; BRIDGE PAINTERS; BRIDGE RIGGERS; CONTAINMENT BUILDERS (ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. OF THE EAST-WEST TURNPIKE) & SUMMIT (N. OF THE EAST-WEST TURNPIKE)).....	\$ 31.45	18.95
PAINTER COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS: GROUP 2- SANDBLASTING & BUFFING (ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. OF THE EAST-WEST TURNPIKE) & SUMMIT (N. OF THE EAST-WEST TURNPIKE)).....	\$ 31.15	18.95
PAINTER COMMERCIAL NEW WORK; REMODELING; & RENOVATIONS: GROUP 1- BRUSH; & ROLLER (ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN, PORTAGE (N. OF THE EAST-WEST TURNPIKE) & SUMMIT (N. OF THE EAST-WEST TURNPIKE)).....	\$ 30.75	18.95

PAIN0007-002 07/01/2025

	Rates	Fringes
PAINTER: NEW COMMERCIAL WORK: GROUP 9- EPOXY SPRAY (EXCLUDING WATER BASED) (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH & GENOVA) & WOOD) REPAINT IS 90% OF GROUP RATE.....	\$ 34.66	23.88
PAINTER: NEW COMMERCIAL WORK: GROUP 8- TOWERS; TANKS; BRIDGES; STACKS OVER 30 FEET (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH & GENOVA) & WOOD) REPAINT IS 90% OF GROUP RATE.....	\$ 34.66	23.88
PAINTER: NEW COMMERCIAL WORK: GROUP 7- SPRAY SOLVENT BASED MATERIAL; SAND & ABRASIVE BLASTING (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH & GENOVA) & WOOD) REPAINT IS 90% OF GROUP RATE.....	\$ 34.66	23.88
PAINTER: NEW COMMERCIAL WORK: GROUP 6- SOLVENT-BASED CATALYZED EPOXY MATERIALS OF 2 OR MORE COMPONENT MATERIALS, TO INCLUDE SOLVENT-BASED CONVERSION VARNISH (EXCLUDING WATER BASED) (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH & GENOVA) & WOOD) REPAINT IS 90% OF GROUP RATE.....	\$ 34.66	23.88
PAINTER: NEW COMMERCIAL WORK: GROUP 5- ALL METHODS OF SPRAY (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH & GENOVA) & WOOD) REPAINT IS 90% OF GROUP RATE.....	\$ 34.66	23.88
PAINTER: NEW COMMERCIAL WORK: GROUP 4- LEAD ABATEMENT (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING		

ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH & GENOVA) & WOOD)		
REPAINT IS 90% OF GROUP RATE.....	\$ 34.66	23.88
PAINTER: NEW COMMERCIAL WORK: GROUP 3- SWING STAGE & CHAIR (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH & GENOVA) & WOOD)		
REPAINT IS 90% OF GROUP RATE.....	\$ 34.66	23.88
PAINTER: NEW COMMERCIAL WORK: GROUP 2- REFINERIES & REFINERY TANKS; SURFACES 30 FT. OR OVER WHERE MATERIAL IS APPLIED TO OR LABOR PERFORMED ON ABOVE GROUND LEVEL (EXTERIOR), FLOOR LEVEL (INTERIOR) (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH & GENOVA) & WOOD) REPAINT IS 90% OF GROUP RATE.....	\$ 34.66	23.88
PAINTER NEW COMMERCIAL WORK GROUP 1- BRUSH; SPRAY & SANDBLASTING POT TENDER. REPAINT IS 90% OF GROUP RATE.....	\$ 33.66	23.88

PAIN0012-008 05/01/2019

	Rates	Fringes
PAINTER: GROUP 5- ELEVATED TANKS; STEEPLEJACK WORK; BRIDGE; & LEAD ABATEMENT (BUTLER COUNTY).....	\$ 26.30	10.20
PAINTER: GROUP 4- SANDBLASTING; & WATERBLASTING (BUTLER COUNTY).....	\$ 26.05	10.20
PAINTER: GROUP 3- SPRAY (BUTLER COUNTY).....	\$ 25.80	10.20
PAINTER: GROUP 2- BRUSH & ROLLER (BUTLER COUNTY)....	\$ 25.30	10.20
PAINTER: GROUP 1- BRIDGE EQUIPMENT TENDER; BRIDGE/CONTAINMENT BUILDER (BUTLER COUNTY).....	\$ 21.95	10.20

PAIN0012-010 05/01/2019

	Rates	Fringes
PAINTER HEAVY & HIGHWAY BRIDGES- GUARDRAILS-LIGHTPOLES- STRIPING SPRAY (BROWN, CLERMONT, HAMILTON & WARREN).....	\$ 25.80	10.20
PAINTER HEAVY & HIGHWAY BRIDGES- GUARDRAILS-LIGHTPOLES- STRIPING SANDBLASTING & HOPPER TENDER; WATER BLASTING (BROWN, CLERMONT, HAMILTON & WARREN).....	\$ 26.05	10.20
PAINTER HEAVY & HIGHWAY BRIDGES- GUARDRAILS-LIGHTPOLES- STRIPING BRUSH & ROLLER (BROWN, CLERMONT, HAMILTON & WARREN).....	\$ 25.30	10.20
PAINTER HEAVY & HIGHWAY BRIDGES- GUARDRAILS-LIGHTPOLES- STRIPING BRIDGES WHEN HIGHEST POINT OF CLEARANCE IS 60 FEET OR MORE; & LEAD ABATEMENT PROJECTS (BROWN, CLERMONT, HAMILTON & WARREN).....	\$ 26.30	10.20
PAINTER HEAVY & HIGHWAY BRIDGES- GUARDRAILS-LIGHTPOLES- STRIPING BRIDGE EQUIPMENT TENDER AND CONTAINMENT BUILDER (BROWN, CLERMONT, HAMILTON & WARREN).....	\$ 21.95	10.20

PAIN0093-001 12/01/2024

	Rates	Fringes
PAINTER: POWER GENERATING FACILITIES (ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE AND WASHINGTON COUNTIES).....	\$ 33.29	24.46
PAINTER: BRIDGES; LOCKS; DAMS; TENSION TOWERS; & ENERGIZED SUBSTATIONS (ATHENS, GUERNSEY, HOCKING, MONROE, MORGAN, NOBLE AND WASHINGTON COUNTIES).....	\$ 36.44	24.46

PAIN0249-002 05/01/2025

	Rates	Fringes
PAINTER: GROUP 8: BRIDGE BLASTER, RIGGER (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE)..	\$ 40.86	13.97
PAINTER: GROUP 7: TANKS, STACKS & TOWERS (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE)..	\$ 33.86	13.97
PAINTER: GROUP 6: BRIDGE EQUIPMENT TENDER & OR CONTAINMENT BUILDER (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE).....	\$ 37.86	13.97
PAINTER: GROUP 5: COAL TAR (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE).....	\$ 30.65	13.97
PAINTER: GROUP 4: STEEPLEJACK WORK (CLARK,		

DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE).....\$ 30.10	13.97
PAINTER: GROUP 3: SPRAY; SANDBLAST; STEAMCLEAN; LEAD ABATEMENT (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE).....\$ 29.90	
	13.97
PAINTER: GROUP 2: SWING, SCAFFOLD BRIDGES; STRUCTURAL STEEL; OPEN ACID TANK; HIGH TENSION ELECTRICAL EQUIPMENT; & HOT PIPES (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE).....\$ 33.09	
	13.97
PAINTER: GROUP 1: BRUSH & ROLLER (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE).....\$ 29.15	
	13.97

PAIN0356-002 09/01/2009

Rates	Fringes
PAINTER: TANKS; STACKS; AND TOWERS (KNOX, LICKING, MUSKINGUM, AND PERRY).....\$ 28.63	7.25
PAINTER: STRUCTURAL STEEL AND SWING STAGE (KNOX, LICKING, MUSKINGUM, AND PERRY).....\$ 25.42	7.25
PAINTER: SPRAY (KNOX, LICKING, MUSKINGUM, AND PERRY).....\$ 21.40	7.25
PAINTER: SANDBLASTING; STEAM CLEANING; WATERBLASTING; AND HAZARDOUS WORK (KNOX, LICKING, MUSKINGUM, AND PERRY).....\$ 25.82	7.25
PAINTER: BRUSH AND ROLLER (KNOX, LICKING, MUSKINGUM, AND PERRY).....\$ 20.93	7.25
PAINTER: BRIDGES; BLASTERS; AND RIGGERS (KNOX, LICKING, MUSKINGUM, AND PERRY).....\$ 34.60	7.25
PAINTER: BRIDGE EQUIPMENT TENDERS AND CONTAINMENT BUILDERS (KNOX, LICKING, MUSKINGUM, AND PERRY).....\$ 27.93	7.25

PAIN0438-002 12/01/2023

Rates	Fringes
PAINTER: POWER GENERATING FACILITIES (BELMONT, HARRISON AND JEFFERSON COUNTIES).....\$ 32.94	19.49
PAINTER: BRIDGES, LOCKS, DAMS, TENSION TOWERS & ENERGIZED SUBSTATIONS (BELMONT, HARRISON AND JEFFERSON COUNTIES).....\$ 36.09	19.49

PAIN0476-001 06/01/2025

Rates	Fringes
PAINTER: GROUP 7- TOWERS; STACKS (COLUMBIANA, MAHONING, AND TRUMBULL COUNITES).....\$ 32.64	18.36
PAINTER: GROUP 6- TANKS; SANDBLASTING (COLUMBIANA, MAHONING, AND TRUMBULL COUNITES).....\$ 35.27	18.36
PAINTER: GROUP 5- EPOXY/MASTIC; SPRAY- BAR JOIST/DECK; WORKING ABOVE 50 FEET; AND SWINGSTAGES (COLUMBIANA, MAHONING, AND TRUMBULL COUNITES).....\$ 31.29	18.36
PAINTER: GROUP 4- SPRAY, EXCEPT BAR JOIST/DECK (COLUMBIANA, MAHONING, AND TRUMBULL COUNITES).....\$ 31.14	18.36
PAINTER: GROUP 3- STRUCTURAL STEEL (COLUMBIANA, MAHONING, AND TRUMBULL COUNITES).....\$ 40.27	18.36
PAINTER: GROUP 2- BRIDGES (COLUMBIANA, MAHONING, AND TRUMBULL COUNITES).....\$ 40.27	18.36
PAINTER: GROUP 1- PAINTERS, BRUSH & ROLLER (COLUMBIANA, MAHONING, AND TRUMBULL COUNITES).....\$ 30.64	18.36

PAIN0555-002 01/01/2025

Rates	Fringes
PAINTER: GROUP 4- STACKS; BRIDGES (ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO).....\$ 40.03	21.54
PAINTER: GROUP 3- SAND BLASTING; SPRAY; STEAM CLEANING; PRESSURE WASHING; EPOXY & TWO COMPONENT MATERIALS; LEAD ABATEMENT; HAZARDOUS WASTE; TOXIC MATERIALS; BULK & STORAGE TANKS OF 25,000 GALLON CAPACITY OR MORE; ELEVATED TANKS (ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO).....\$ 36.72	21.54
PAINTER: GROUP 2- BRUSH; ROLLER; POWER TOOLS, UNDER 40 FEET (ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO)..\$ 35.02	21.54
PAINTER: GROUP 1- CONTAINMENT BUILDER (ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO).....\$ 33.32	21.54

PAIN0639-001 05/01/2011

Rates	Fringes
SIGN PAINTER & ERECTOR FOOTNOTES: A. 7 PAID HOLIDAYS: NEW YEAR'S DAY; MEMORIAL DAY; JULY 4TH; LABOR DAY; THANKSGIVING DAY; CHRISTMAS DAY & 1 FLOATING DAY B. VACATION PAY: AFTER 1 YEAR'S	

SERVICE - 5 DAYS' PAID VACATION; AFTER 2, BUT LESS THAN 10 YEARS' SERVICE - 10 DAYS' PAID VACATION; AFTER 10, BUT LESS THAN 20 YEARS' SERVICE - 15 DAYS' PAID VACATION; AFTER 20 YEARS' SERVICE - 20 DAYS' PAID VACATION C. FUNERAL LEAVE UP TO 3 DAYS MAXIMUM PAID LEAVE FOR DEATH OF MOTHER, FATHER, BROTHER, SISTER, SPOUSE, CHILD, MOTHER-IN-LAW, FATHER-IN-LAW, GRANDPARENT AND INLAW PROVIDED EMPLOYEE ATTENDS FUNERAL.....\$ 20.61 3.50

PAIN0788-002 06/01/2024

Rates

Fringes

PAINTER: STRUCTURAL STEEL (ASHLAND, CRAWFORD, ERIE, HANCOCK, HURON, MARION, MORROW, OTTAWA (ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH & GENOA), RICHLAND, SANDUSKY, SENECA & WYANDOT) WINTER REPAINT: BETWEEN DECEMBER 1 TO MARCH 31 - 90%JR \$1.50 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK: WHILE WORKING SWINGSTAGE, BOATSWAIN CHAIR, NEEDLE BEAM AND HORIZONTAL CABLE. WHILE OPERATING SPRAYGUNS, SANDBLASTING, COBBLASTING AND HIGH PRESSURE WATERBLASTING (4000PSI). \$1.00 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK: FOR THE APPLICATION OF CATALYZED EPOXY, INCLUDING LATEX EPOXY THAT IS DEEMED HAZARDOUS, LEAD ABATEMENT, OR FOR WORK OR MATERIAL WHERE SPECIAL PRECAUTIONS BEYOND NORMAL WORK DUTIES MUST BE TAKEN. FOR WORKING ON STACKS, TANKS, AND TOWERS OVER 40 FEET IN HEIGHT.....\$ 30.73 17.52

PAINTER: BRUSH & ROLLER (ASHLAND, CRAWFORD, ERIE, HANCOCK, HURON, MARION, MORROW, OTTAWA (ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH & GENOA), RICHLAND, SANDUSKY, SENECA & WYANDOT) WINTER REPAINT: BETWEEN DECEMBER 1 TO MARCH 31 - 90%JR \$1.50 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK: WHILE WORKING SWINGSTAGE, BOATSWAIN CHAIR, NEEDLE BEAM AND HORIZONTAL CABLE. WHILE OPERATING SPRAYGUNS, SANDBLASTING, COBBLASTING AND HIGH PRESSURE WATERBLASTING (4000PSI). \$1.00 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK: FOR THE APPLICATION OF CATALYZED EPOXY, INCLUDING LATEX EPOXY THAT IS DEEMED HAZARDOUS, LEAD ABATEMENT, OR FOR WORK OR MATERIAL WHERE SPECIAL PRECAUTIONS BEYOND NORMAL WORK DUTIES MUST BE TAKEN. FOR WORKING ON STACKS, TANKS, AND TOWERS OVER 40 FEET IN HEIGHT.....\$ 29.13 17.52

PAIN0813-005 12/01/2008

Rates

Fringes

PAINTER: BRIDGES, LOCKS, DAMS & TENSION TOWERS (GALLIA, LAWRENCE, MEIGS & VINTON).....\$ 27.83 10.00

PAINTER: BASE RATE (GALLIA, LAWRENCE, MEIGS & VINTON).....\$ 24.83 10.00

PAIN0841-001 07/01/2025

Rates

Fringes

PAINTERS: GROUP 7- SYNTHETIC EXTERIOR, DRYWALL FINISHER AND/OR TAPER, DRYWALL FINISHER AND FOLLOW-UP MAN USING AUTOMATIC TOOLS (MEDINA, PORTAGE (SOUTH OF AND INCLUDING OHIO TURNPIKE), AND SUMMIT (SOUTH OF AND INCLUDING OHIO TURNPIKE) COUNTIES).....\$ 33.18 18.15

PAINTERS: GROUP 6- PUBLIC & COMMERCE TRANSPORTATION, STEEL OR GALVANIZED, BRIDGES, TUNNELS & RELATED SUPPORT ITEMS (CONCRETE) (MEDINA, PORTAGE (SOUTH OF AND INCLUDING OHIO TURNPIKE), AND SUMMIT (SOUTH OF AND INCLUDING OHIO TURNPIKE) COUNTIES).....\$ 38.60 18.15

PAINTERS: GROUP 5- SANDBLAST, PAINTING OF STANDPIPES, ETC. FROM SCAFFOLDS, BRIDGE WORK AND/OR OPEN STRUCTURAL STEEL, STANDPIPES AND/OR WATER TOWERS (MEDINA, PORTAGE (SOUTH OF AND INCLUDING

OHIO TURNPIKE), AND SUMMIT (SOUTH OF AND INCLUDING OHIO TURNPIKE) COUNTIES).....\$ 33.18	18.15
PAINTERS: GROUP 4- SPRAY GUN OPERATOR OF ANY & ALL COATINGS (MEDINA, PORTAGE (SOUTH OF AND INCLUDING OHIO TURNPIKE), AND SUMMIT (SOUTH OF AND INCLUDING OHIO TURNPIKE) COUNTIES).....\$ 32.78	18.15
PAINTERS: GROUP 3- SWING SCAFFOLD, BOSUM CHAIR, & WINDOW JACK (MEDINA, PORTAGE (SOUTH OF AND INCLUDING OHIO TURNPIKE), AND SUMMIT (SOUTH OF AND INCLUDING OHIO TURNPIKE) COUNTIES).....\$ 32.68	18.15
PAINTERS: GROUP 2- EPOXY APPLICATION (MEDINA, PORTAGE (SOUTH OF AND INCLUDING OHIO TURNPIKE), AND SUMMIT (SOUTH OF AND INCLUDING OHIO TURNPIKE) COUNTIES).....\$ 32.58	18.15
PAINTERS: GROUP 1- BRUSH, ROLLER & PAPERHANGER (MEDINA, PORTAGE (SOUTH OF AND INCLUDING OHIO TURNPIKE), AND SUMMIT (SOUTH OF AND INCLUDING OHIO TURNPIKE) COUNTIES).....\$ 31.93	18.15

PAIN0841-002 07/01/2025

	Rates	Fringes
PAINTER: SPRAY; TANK INTERIOR & EXTERIOR (CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE).....\$ 32.78	18.15	
PAINTER: BRUSH & ROLLER (CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE).....\$ 31.93	18.15	
PAINTER: BRIDGES; TOWERS, POLES & STACKS; SANDBLASTING STEEL; STRUCTURAL STEEL & METALIZING (CARROLL, COSHOCTON, HOLMES, STARK, TUSCARAWAS & WAYNE).....\$ 33.18	18.15	

PAIN1020-002 07/01/2025

	Rates	Fringes
PAINTER: WALLCOVERINGS (ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER, PAULDING, PUTNAM, SHELBY, VAN WERT, AND WILLIAMS COUNTIES) ALL SURFACES 40 FT. OR OVER WHERE MATERIAL IS APPLIED TO OR LABOR PERFORMED ON, ABOVE GROUND LEVEL (EXTERIOR), FLOOR LEVEL (INTERIOR) - \$.50 PREMIUM APPLYING COAL TAR PRODUCTS - \$1.00 PREMIUM.....\$ 28.34	18.54	
PAINTER: SWING STAGE, CHAIR, SPIDERS, & CHERRY PICKERS (ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER, PAULDING, PUTNAM, SHELBY, VAN WERT, AND WILLIAMS COUNTIES) ALL SURFACES 40 FT. OR OVER WHERE MATERIAL IS APPLIED TO OR LABOR PERFORMED ON, ABOVE GROUND LEVEL (EXTERIOR), FLOOR LEVEL (INTERIOR) - \$.50 PREMIUM APPLYING COAL TAR PRODUCTS - \$1.00 PREMIUM.....\$ 27.84	18.54	
PAINTER: SPRAY, SANDBLASTING PRESSURE CLEANING, & REFINERY (ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER, PAULDING, PUTNAM, SHELBY, VAN WERT, AND WILLIAMS COUNTIES) ALL SURFACES 40 FT. OR OVER WHERE MATERIAL IS APPLIED TO OR LABOR PERFORMED ON, ABOVE GROUND LEVEL (EXTERIOR), FLOOR LEVEL (INTERIOR) - \$.50 PREMIUM APPLYING COAL TAR PRODUCTS - \$1.00 PREMIUM.....\$ 28.34	18.54	
PAINTER: LEAD ABATEMENT (ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER, PAULDING, PUTNAM, SHELBY, VAN WERT, AND WILLIAMS COUNTIES) ALL SURFACES 40 FT. OR OVER WHERE MATERIAL IS APPLIED TO OR LABOR PERFORMED ON, ABOVE GROUND LEVEL (EXTERIOR), FLOOR LEVEL (INTERIOR) - \$.50 PREMIUM APPLYING COAL TAR PRODUCTS - \$1.00 PREMIUM.....\$ 29.34	18.54	
PAINTER: DRYWALL FINISHING & TAPING (ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER, PAULDING, PUTNAM, SHELBY, VAN WERT, AND WILLIAMS COUNTIES): LL SURFACES 40 FT. OR OVER WHERE MATERIAL IS APPLIED TO OR LABOR PERFORMED ON, ABOVE GROUND LEVEL (EXTERIOR), FLOOR LEVEL (INTERIOR) - \$.50 PREMIUM APPLYING COAL TAR PRODUCTS - \$1.00 PREMIUM.....\$ 28.34	18.54	
PAINTER: BRUSH & ROLLER (ALLEN, AUGLAIZE, CHAMPAIGN, DEFIANCE, HARDIN, LOGAN, MERCER, PAULDING, PUTNAM, SHELBY, VAN WERT, AND WILLIAMS COUNTIES) ALL SURFACES 40 FT. OR OVER WHERE MATERIAL IS APPLIED TO OR LABOR PERFORMED ON, ABOVE GROUND LEVEL (EXTERIOR), FLOOR LEVEL (INTERIOR) - \$.50 PREMIUM APPLYING COAL TAR PRODUCTS - \$1.00 PREMIUM.....\$ 27.59	18.54	

PAIN1275-002 05/01/2025

Rates

Fringes

PAINTER: STRUCTURAL STEEL & SWING STAGE (DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION).....	\$ 30.50	15.16
PAINTER: STACKS; TANKS; & TOWERS (DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION).....	\$ 34.46	15.16
PAINTER: SPRAY (DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION).....	\$ 32.15	15.16
PAINTER: SANDBLASTING; STEAMCLEANING; WATERBLASTING (3500 PSI OR OVER)& HAZARDOUS WORK (DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION).....	\$ 32.35	15.16
PAINTER: BRUSH; ROLLER (DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION).....	\$ 30.20	15.16
PAINTER: BRIDGES (DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION).....	\$ 37.26	15.16

PLAS0109-001 06/01/2025

Rates

Fringes

PLASTERER (MEDINA, PORTAGE, STARK, AND SUMMIT COUNTIES).....	\$ 33.00	23.83
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PLAS0109-003 06/01/2025

Rates

Fringes

PLASTERER (CARROLL, HOLMES, TUSCARAWAS, AND WAYNE COUNTIES).....	\$ 33.00	23.83
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PLAS0132-002 07/01/2025

Rates

Fringes

PLASTERER (BROWN, BUTLER, CLERMONT, HAMILTON, HIGHLAND, WARREN COUNTIES).....	\$ 31.35	17.65
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PLAS0404-002 05/01/2018

Rates

Fringes

PLASTERER (ASHTABULA, CUYAHOGA, GEAUGA, AND LAKE COUNTIES).....	\$ 29.63	17.11
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PLAS0404-003 05/01/2018

Rates

Fringes

PLASTERER (LORAIN COUNTY).....	\$ 28.86	17.11
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PLAS0526-022 05/01/2018

Rates

Fringes

PLASTERER (COLUMBIANA, MAHONING, AND TRUMBULL COUNTIES).....	\$ 28.86	17.11
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PLAS0526-023 05/01/2018

Rates

Fringes

PLASTERER (BELMONT, HARRISON, AND JEFFERSON COUNTIES).....	\$ 28.21	17.11
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PLAS0886-001 07/01/2025

Rates

Fringes

PLASTERER (FULTON, HANCOCK, HENRY, LUCAS, PUTNAM, AND WOOD COUNTIES).....	\$ 36.65	25.60
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PLAS0886-003 07/01/2025

Rates

Fringes

PLASTERER (DEFIANCE, ERIE, HURON, OTTAWA, PAULDING, SANDUSKY, AND SENECA).....	\$ 36.65	25.60
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PLAS0886-004 07/01/2025

Rates

Fringes

PLASTERER (ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, AND VAN WERT).....	\$ 35.29	23.07
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PLUM0042-002 07/01/2025		
	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER (ASHLAND, CRAWFORD, ERIE, HURON, KNOX, LORAIN, MORROW, RICHLAND & WYANDOT).....	\$ 43.02	26.45

PLUM0050-002 06/30/2025		
	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER (DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD).....	\$ 51.00	32.56

PLUM0055-003 05/05/2025		
	Rates	Fringes
PLUMBER (ASHTABULA, CUYAHOGA, GEAUGA, LAKE, MEDINA (N. OF RTE. #18 & SMITH ROAD) & SUMMIT (N. OF RTE. #303, INCLUDING THE CORPORATE LIMITS OF THE CITY OF HUDSON)).....	\$ 44.86	30.03

PLUM0083-001 07/01/2023		
	Rates	Fringes
PLUMBER AND STEAMFITTER (BELMONT & MONROE (NORTH OF RTE. #78)).....	\$ 35.94	37.35

PLUM0094-002 05/01/2025		
	Rates	Fringes
PLUMBER/PIPEFITTER (CARROLL (NORTHERN HALF), STARK, AND WAYNE COUNTIES).....	\$ 47.48	27.14

PLUM0120-002 05/01/2025		
	Rates	Fringes
PIPEFITTER (ASHTABULA, CUYAHOGA, GEAUGA, LAKE, LORAIN (THE C.E.I. POWER HOUSE IN AVON LAKE), MEDINA (N. OF RTE. #18) & SUMMIT (N. OF #303)).....	\$ 49.17	28.55

PLUM0162-002 06/01/2024		
	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER (CHAMPAIGN, CLARK, CLINTON, DARKE, FAYETTE, GREENE, MIAMI, MONTGOMERY & PREBLE).....	\$ 43.05	27.18

PLUM0168-002 06/01/2025		
	Rates	Fringes
PLUMBER/PIPEFITTER (MEIGS, MONROE (SOUTH OF RTE. #78), MORGAN (SOUTH OF RTE. #78) & WASHINGTON).....	\$ 40.92	37.20

PLUM0189-002 06/01/2025		
	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER (DELAWARE, FAIRFIELD, FRANKLIN, HOCKING, LICKING, MADISON, MARION, PERRY, PICKAWAY, ROSS & UNION).....	\$ 53.00	27.59

PLUM0219-002 06/01/2025		
	Rates	Fringes
PLUMBER AND STEAMFITTER (MEDINA (RTE. #18 FROM EASTERN EDGE OF MEDINA CO., WEST TO EASTERN CORPORATE LIMITS OF THE CITY OF MEDINA, & ON THE COUNTY ROAD FROM THE WEST CORPORATE LIMITS OF MEDINA RUNNING DUE WEST TO AND THROUGH COMMUNITY OF RISLEY TO THE WESTERN EDGE OF MEDINA COUNTY - ALL TERRITORY SOUTH OF THIS LINE), PORTAGE, AND SUMMIT (S. OF RTE. #303) COUNTIES).....	\$ 46.87	28.39

PLUM0392-002 06/01/2025		
	Rates	Fringes
PLUMBER/PIPEFITTER (BROWN, BUTLER, CLERMONT, HAMILTON & WARREN).....	\$ 43.30	27.40

PLUM0396-001 06/01/2025		

	Rates	Fringes
PLUMBER/PIPEFITTER (COLUMBIANA (EXCLUDING WASHINGTON & YELLOW CREEK TOWNSHIPS & LIVERPOOL TWP. - SECS. 35 & 36 - WEST OF COUNTY ROAD #427), MAHONING AND TRUMBULL COUNTIES).....	\$ 40.55	29.25

PLUM0495-002 06/01/2025

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER (CARROLL (ROSE, MONROE, UNION, LEE, ORANGE, PERRY & LOUDON TOWNSHIPS), COLUMBIANA (WASHINGTON & YELLOW CREEK TOWNSHIPS & LIVERPOOL TOWNSHIP, SECS. 35 & 36, WEST OF COUNTY RD. #427), COSHOCTON, GUERNSEY, HARRISON, HOLMES, JEFFERSON, MORGAN (SOUTH TO STATE RTE. #78 & FROM MCCONNELLSVILLE WEST ON STATE RTE. #37 TO THE PERRY COUNTY LINE), MUSKINGUM, NOBLE, AND TUSCARAWAS COUNTIES).....	\$ 39.32	37.60

PLUM0577-002 06/01/2025

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER (ADAMS, ATHENS, GALLIA, HIGHLAND, JACKSON, LAWRENCE, PIKE, SCIOTO & VINTON).....	\$ 42.65	28.56

PLUM0776-002 07/01/2025

	Rates	Fringes
PLUMBER, PIPEFITTER, STEAMFITTER (ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, SHELBY AND VAN WERT COUNTIES).....	\$ 42.76	30.81

TEAM0377-003 05/01/2025

	Rates	Fringes
TRUCK DRIVER: GROUP 2- TRACTOR-TRAILER COMBINATION: FUEL; POLE TRAILER; READY MIX; SEMI-TRACTOR; & ASPHALT OIL SPRAYBAR MAN WHEN OPERATED FROM CAB; 5 AXLES & OVER; BELLY DUMP; END DUMP; ARTICULATED DUMP; HEAVY DUTY EQUIPMENT; LOW BOY; & TRUCK MECHANIC (STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE).....	\$ 35.26	18.85
TRUCK DRIVER: GROUP 1- ASPHALT DISTRIBUTOR; BATCH; 4- WHEEL SERVICE; 4-WHEEL DUMP; OIL DISTRIBUTOR & TANDEM (STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE).....	\$ 34.26	18.85

TEAM0436-002 05/01/2025

	Rates	Fringes
TRUCK DRIVER: GROUP 2- SEMI FUEL, SEMI TRACTOR, EUCLIDS, DARTS, TANK, ASPHALT SPREADERS, LOW BOYS, CARRY-ALL, TOURNA-ROCKERS, HI-LIFTS, EXTRA LONG TRAILERS, SEMI-POLE TRAILERS, DOUBLE HOOK-UP TRACTOR TRAILERS INCLUDING TEAM TRACK & RAILROAD SIDING, SEMI-TRACTOR & TRI-AXLE TRAILER, TANDEM TRACTOR & TANDEM TRAILER, TAG ALONG TRAILER, EXPANDABLE TRAILER OR TOWING REQUIRING ROAD PERMITS, READY-MIX (AGITATOR OR NON-AGITATOR), BULK CONCRETE DRIVER, DRY BATCH TRUCK, ARTICULATED END DUMP (CUYAHOGA, GEAUGA & LAKE).....	\$ 35.73	19.30
TRUCK DRIVER: GROUP 1- STRAIGHT & DUMP, STRAIGHT FUEL (CUYAHOGA, GEAUGA & LAKE).....	\$ 34.92	19.30

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is

like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than SU, UAVG, SA, or SC denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The SU identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by

computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

SU wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The SA identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the SA identifier took effect under state law in the state from which the rates were adopted.

----- WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

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

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

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

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END OF GENERAL DECISION"

Federal Grant Compliance - American Rescue Plan Act of 2021

All references to the Contractor shall include all subcontractors and suppliers at any tier.

All procurement activities involving the expenditure of federal funds must be conducted in compliance with the Procurement Standards codified in 2 C.F.R. § 200.317 through §200-326 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds. All applicable local, state, and federal procurement requirements will be followed when expending federal funds. Should the State of Ohio have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.

The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. 41 C.F.R. 60-1.4(b).

The Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

The Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 - 3708) as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The Contractor shall comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

A contract with a Contractor will not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with OBM guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p.189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Contractor shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

The Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

The Contractor shall comply with CFR §200.216, Prohibition on certain telecommunications and video surveillance services or equipment. The Contractor is prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, Section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
- (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115 -232, Section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

See Public Law 115-232, Section 889 and § 200.471 for additional information.

BABA - The Contractor shall, as appropriate and to the extent consistent with law, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(a) For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.**
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.**

End of Section [7/29/22]