PROJECT MANUAL

VILLAGE OF FRANKFORT
SANITARY SEWER REHABILITATION

NOVEMBER 2026

PREPARED BY:

6397 Emerald Parkway, Suite 200
Dublin, Ohio 43016
(614) 793-8777

PREPARED FOR:

Village of Frankfort
20 N. Main Street
Frankfort, Ohio 45628

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SECTION 000110 - TABLE OF CONTENTS

Division 00 Procurement and Contracting Requirements

000001 Cover Page
000110 Table of Contents
001113 Advertisements for Bids
002113 Instructions to Bidders
003100 Information Available to Bidders
004100 Bid Form
004300 Bid Guaranty and Contract Bond
004400 Bid Conditions – OPWC Assisted Construction Projects
004450 Bid Conditions – OEPA Assisted Construction Projects
004513 Bidder's Qualifications
004519 Non-Collusion Affidavit
004533 Certification of Non-Segregated Facilities
004547 Proposal Affidavit
005100 Notice of Award
005200 Agreement
005400 Delinquent Personal Property Tax Affidavit
005500 Notice to Proceed
006100 Contract Bond
006200 Application for Payment
006516 Certificate of Substantial Completion
006519 Certificate of Final Completion
007000 General Conditions
008000 Supplementary General Conditions
008500 Funding Agency Requirements
008800 Prevailing Wage Rates
008900 Permits
009113 Addenda
009449 Work Change Directive
009463 Change Order
009464 Field Order

Division 01 General Requirements

011100 Summary of Work
012000 Measurement and Payment
013100 Coordination, Field Engineering and Meetings
013216 Progress Schedules
013300 Submittals
013319 Field Testing Requirements
014100 Regulatory Requirements
014300 Field Engineering
014500 Quality Control
015000 Construction Facilities and Temporary Facilities
016000 Materials and Equipment

017800	Contract Closeout
017823	Maintenance Manuals
017839	Project Records, Drawings

Division 31 Earthwork

310000	Earthwork

Division 32 Exterior

329200.19	Seeding and Mulching

Division 33 Utilities

330130.01	Sewer Collection System Rehabilitation
330130.02	Sewer Line Cleaning
330130.03	Sewer Flow Control
330130.17	Television Inspection
330130.72	Cured In Place Pipe Lining
330130.74	Cured In Place Lateral Lining
330130.81	Sewer Manhole Rehabilitation

ADVERTISEMENT FOR BIDS/PUBLIC NOTICE TO BIDDERS

Sealed bids will be received at the office of the Village of Frankfort, 20 N. Main Street, Frankfort, Ohio 45628 until 11:00 a.m. on December 8, 2026, and will be opened and read immediately thereafter for the

CONTRACT
VILLAGE OF FRANKFORT SANITARY SEWER REHABILITATION

OPINION OF PROBABLE CONSTRUCTION COST: $586,300

COMPLETION DATE: 150 Days from Notice to Proceed

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 Fifty Dollars ($150.00) for hard copies and $45.00 for electronic files. Documents may be ordered by registering and paying online at https://bids.verdantas.com. Please contact planroom@verdantas.com or call (440) 530-2351 if you encounter any problems viewing, registering or paying for the documents.

This project will be funded by the Water Pollution Control Loan Fund as administered by the Ohio Environmental Protection Agency and the Ohio Water Development Authority and also by the Ohio Public Works Commission. The Contractor shall note that there are Disadvantaged Business Enterprise participation goals for this project.

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

Publish: *Chillicothe Gazette*
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SECTION 002113 - INSTRUCTIONS TO BIDDERS

A. These Instructions to Bidders establish requirements for Bidding and Award of Contract.

B. Table of Contents

ARTICLE 1	DEFINED TERMS	1
ARTICLE 2	COPIES OF BIDDING DOCUMENTS	1
ARTICLE 3	QUALIFICATIONS OF BIDDERS	2
ARTICLE 4	EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE	2
ARTICLE 5	PRE-BID CONFERENCE	4
ARTICLE 6	SITE AND OTHER AREAS	5
ARTICLE 7	INTERPRETATIONS AND ADDENDA	5
ARTICLE 8	BID SECURITY	5
ARTICLE 9	CONTRACT TIMES	5
ARTICLE 10	LIQUIDATED DAMAGES	6
ARTICLE 11	SUBSTITUTE AND “OR-EQUAL” ITEMS	6
ARTICLE 12	SUBCONTRACTORS, SUPPLIERS, AND OTHERS	6
ARTICLE 13	PREPARATION OF BID	7
ARTICLE 14	BASIS OF BID; COMPARISON OF BIDS	7
ARTICLE 15	SUBMITTAL OF BID	8
ARTICLE 16	MODIFICATION AND WITHDRAWAL OF BID	9
ARTICLE 17	OPENING OF BIDS	9
ARTICLE 18	BIDS TO REMAIN SUBJECT TO ACCEPTANCE	9
ARTICLE 19	EVALUATION OF BIDS AND AWARD OF CONTRACT	9
ARTICLE 20	CONTRACT SECURITY AND INSURANCE	10
ARTICLE 21	SIGNING OF AGREEMENT	10
ARTICLE 22	SALES AND USE TAXES	11
ARTICLE 23	RETAINAGE	11
ARTICLE 24	WAGE RATE DETERMINATION	11
ARTICLE 25	LAWS, ORDINANCES, AND REGULATIONS	11
ARTICLE 26	FINDINGS FOR RECOVERY	11
ARTICLE 27	EEO REQUIREMENTS	11
ARTICLE 28	FUNDING	11
ARTICLE 29	SMALL BUSINESS UTILIZATION	12
ARTICLE 30	OPINION OF PROBABLE COST	12

ARTICLE 1 DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. Issuing Office--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office.

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

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

ARTICLE 3 QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below.

3.02 Bidder must be prepared to submit evidence of Bidder's qualifications to do business in the state where the Project is located prior to award.

3.03 Bidder shall submit Section 004513 "Bidders Qualifications" and all information requested therein with the Bid.

ARTICLE 4 EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 Subsurface and Physical Conditions

A. The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.

2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.02 of the General Conditions has been identified and established in Paragraph 4.02 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

4.02 Underground Facilities

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

4.03 Hazardous Environmental Condition

A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that Engineer has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in Paragraph 4.06 of the General Conditions.

4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.06 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

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

A. examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions at the Site which have been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions;

E. obtain and carefully study (or accept consequences of not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;

F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

I. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 PRE-BID CONFERENCE

5.01 A prebid conference will not be held for the Project.

ARTICLE 6 SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 BID SECURITY

8.01 A Bid must be accompanied by a Bid Guarantee, payable to Owner, in the form of either:

1) A Bid Guaranty in the amount of 100% of the Bid, or
2) A Certified Check, or Cashier;s Check, or a Letter of Credit, pursuant to Chapter 1305 of the Ohio Revised Code, in the amount of 10% of the Bid.

The Bid Guaranty shall provide for the requirements of Section 153.54 of the Ohio Revised Code, and provide that, upon the recommending of award of the Contract, the Bidder will enter into a Contract in accordance with the Bid, Drawings and Specifications.

8.02 The Bid Guaranty or Bid Bond provided in accordance with Paragraph 8.01 shall be returned to all unsuccessful Bidders immediately after the Contract is executed. The bid security of the successful Bidder shall be returned upon filing of the requisite performance and payment bonds related to the Work.

8.03 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award. If the successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 10 days after the Notice of Award, the Owner may annul the Notice of Award and the Bid security of the Bidder will be forfeited.

8.04 Bid guaranties shall be returned to all unsuccessful Bidders immediately after the Contract is executed.

ARTICLE 9 CONTRACT TIMES

9.01 The number of days within which, or the dates by which, milestones, if any, are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Agreement (or incorporated therein by reference to the attached Bid Form).

ARTICLE 10 LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or "or-equal" items. Whenever it is specified or described in the Bidding Documents that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement.

ARTICLE 12 SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute without an increase in the Bid.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

12.04 In contracts where the Contract Price is on the basis of cost-of-the-work plus a fee, the apparent successful Bidder, prior to the Notice of Award, shall identify in writing to Owner those portions of the work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the work with Owner's written consent.

ARTICLE 13 PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

13.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternative, adjustment unit price item, and unit price item listed therein. Bidder shall not leave blanks or place a zero amount for any of the items.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.

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

13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.

13.08 All names shall be typed or printed in ink below the signatures.

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.10 The address and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 BASIS OF BID; COMPARISON OF BIDS

14.01 Unit Price

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.

B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in Paragraph 11.02 of the General Conditions.

14.03 ALTERNATES

A. The Owner may request bids on alternates. At the time of awarding the Contract The Owner will select or reject alternates as it determines is in its best interest. A Bidder's failure to include on its Bid Form the cost of an alternate selected by the Owner and applicable to the Bidder's work shall render the bid non-responsive and be grounds for the rejection of the bid. Otherwise, the failure to include a cost of an alternate in its Bid Form, the Bidder's bid amount for that alternate will be $0.00.

B. The Bidder acknowledges that although there is an estimate for the cost of the Project, the market conditions may and frequently do result in the estimate being different from the sum of the bids received, either higher or lower. The Bidder understands that the Owner may include alternates, which may include deduct alternates as well as add alternates, to give it flexibility to build the Project with the funds available. The Bidder further understands and acknowledges that use of add and deduct alternates is a long held customary practice in the construction industry in the State of Ohio. The Bidder also acknowledges that the Owner will not make a decision about the alternates on which to base the award of contracts until the bids are received, and the Owner can compare its available funds with the base bids and the cost or savings from selecting different alternates. The Bidder understands that the award to the Bidder submitting the lowest and best bid will be based on the lowest base bid plus selected alternates and may result in an award to a Bidder other than the Bidder that submitted the lowest base bid.

C. If, during the progress of the Work, the Owner desires to reinstate any alternate not included in the Contract, the Owner reserves the right to reinstate the alternate at the price bid by the Contractor provided that such action is taken in sufficient time so as not to delay the progress of the Work or cause the Contractor additional expense.

ARTICLE 15 SUBMITTAL OF BID

15.01 Bids will be received for all divisions of the Specifications and all other provisions of the Bidding Documents.

15.02 Bidder is furnished one copy of the Bidding Documents with one separate unbound copy of the Bid Forms and the Bid Bond. The unbound copy of the Bid Forms is to be completed and submitted with the Bid security along with any data required by the Bidding Documents to be attached to and made a condition of the Bid. Additional copies may be obtained from the Issuing Office.

15.03 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to place indicated in the Advertisement or Invitation to Bid. No relief will be provided for a mailed Bid not being received by the prescribed time. No Bid will be considered which is received after the time set for receiving Bids.

ARTICLE 16 MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time set for receiving Bids.

ARTICLE 17 OPENING OF BIDS

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

ARTICLE 18 BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves without limitation the right to reject any or all Bids, to waive any and all informalities not involving price, time or changes in the work and to negotiate Contract terms with the Successful Bidder; and the right to accept or reject all incomplete nonconforming, nonresponsive, unbalanced, obscure, or conditional Bids, or Bids which contain additions not called for, erasures, alterations, or irregularities of any kind, or which do not comply with the Instructions to Bidders. Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsible.

19.02 More than one Bid for the same Work from an individual or entity under the same or 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 that Bidder has an interest.

19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance guarantees of materials and equipment may also be considered by the Owner.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time. Bidder shall furnish to Owner all such information and data for this purpose as Owner may request. Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy Owner that such Bidder is properly qualified to carry out the obligations of the Contract Documents and to complete the work contemplated therein.

19.06 Owner shall be satisfied that Bidder (1) maintains a permanent place of business, (2) has adequate plant and equipment to do the work properly and expeditiously, (3) has a suitable financial status to meet obligations incident to the work, (4) has appropriate technical experience, and (5) can submit a satisfactory performance record.

19.07 If the Contract is to be awarded, it will be awarded to the responsive and responsible Bidder with the lowest Bid whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project. Bid from the successful Bidder for the computed total base bid selected by Owner may not necessarily be lower in price than the bid or bids for other alternative combination.

19.08 The award and execution of a Contract shall be made within 60 days after the date on which the bids were opened, unless the time for awarding and executing the Contract is extended by mutual consent of Owner or its representatives and the Bidder whose Bid Owner accepts and with respect to whom Owner subsequently awards and executes a Contract.

19.09 Owner will not make any award or permit any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 "Debarment and Suspension." Each Contractor and supplier (over $25,000) shall complete the Certification Regarding Debarment, Suspension and Other Responsibility Matters.

ARTICLE 20 CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by the required performance and payment bonds and insurances.

ARTICLE 21 SIGNING OF AGREEMENT

21.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 SALES AND USE TAXES

22.01 Owner is exempt from Ohio state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid.

22.02 The Bid shall include all taxes in effect at the time the Bid is submitted. Bidders what are uncertain as to what items are subject to tax, or who require further explanation or clarification, are requested to contact the State of Ohio Department of Taxation.

22.03 Refer to Paragraph SC-6.10 of the Supplementary Conditions for additional information.

ARTICLE 23 RETAINAGE

23.01 Provisions concerning retainage are set forth in the Agreement.

ARTICLE 24 WAGE RATE DETERMINATION

24.01 A federal wage rate determination will be inserted as a part of the Bidding Documents and/or will be on file at the office of the Owner. Bidder shall inspect the wage rate determination and shall incorporate its requirements into its Bid. See the General Requirements for additional requirements.

ARTICLE 25 LAWS, ORDINANCES, AND REGULATIONS

25.01 Bidder must familiarize itself with all laws, ordinances, and regulations by federal, state, city, or other governmental agency, which by reason of being neglected or violated may affect the Work contemplated and must secure and pay the fee required for any permits which may be necessary unless such fees are otherwise indicated to be paid in the Bidding Documents.

ARTICLE 26 FINDINGS FOR RECOVERY

26.01 By submitting its bid, each Bidder certifies for reliance of the Owner that it has no unresolved finding for recovery against it issued by the Auditor of the State of Ohio on or after January 1, 2001, except as permitted by Section 9.24 (F) of the Ohio Revised Code.

ARTICLE 27 EEO REQUIREMENTS

27.01 Bidder shall abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the Equal Opportunity Clause set forth in the General Conditions.

ARTICLE 28 FUNDING

28.01 The Project to be constructed pursuant the Contract will be financed with assistance from the **U.S. Environmental Protection Agency (USEPA)** through the assistance of the **Ohio Environmental Protection Agency (OEPA)**. As such, it is subject to all applicable Federal laws and regulations as well as all specific program requirements outlined regarding the utilization of Disadvantaged Business Enterprises (DBE's).

ARTICLE 29 SMALL BUSINESS UTILIZATION

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

ARTICLE 30 OPINION OF PROBABLE COST

30.01 The opinion of probable cost related to the project reflected within the Drawings and Specifications is $586,300 as of November 9, 2026.

END OF SECTION

SECTION 003100 - INFORMATION AVAILABLE TO BIDDERS

1.01 SUBSURFACE INVESTIGATION REPORT

A. No subsurface investigation was performed related to the Work proposed as a part of this project.

B. It shall be the Contractor's responsibility to determine the nature and extent of the subsurface conditions and what, if any, impact the conditions may have upon the performance of the Work.

2.01 INTERPRETATION

A. No representation or warranty is made by Verdantas, LLC or the Owner of the adequacy or content of this Information Available to Bidders.

B. Information Available to Bidders is not a part of the Contract Documents.

END OF SECTION

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 005100 - NOTICE OF AWARD

DATE: _____, 20_____

TO: _____
(Bidder)

ADDRESS: _____

PROJECT: _____

You are hereby notified that your Bid dated _____, 20____ for the above Contract has been considered. You are the apparent successful bidder and have been awarded a contract for the above named project.

The Contract Price of your contract is $_____.

Three (3) copies of each of the proposed Contract Documents (except drawings) accompany this Notice of Award. Three (3) sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within **10 DAYS** of the date of this Notice of Award:

1. You must deliver to the Owner three (3) fully executed counterparts of the Agreement, including all the Contract Documents.

2. You must deliver with the executed Agreement, the Payment and Performance Bonds and the Insurance Certificate as specified in the Instructions to Bidders, The General Conditions (Article 5), and the Supplementary Conditions.

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

Within **10 DAYS** after you comply with the foregoing conditions, the Owner will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

OWNER:_____

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

_____,
(Bidder)

this _____ day of _____, 20_____

By _____

Title _____

Copy to Engineer.

END OF SECTION

SECTION 005200 - AGREEMENT

THIS AGREEMENT is by and between _____

(hereinafter all Owner) and _____

(hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Construction of a sanitary sewer lift station, approximately 6,900 linear feet of sanitary force main and related appurtenances.

ARTICLE 2 THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Village of Frankfort
Frankfort Sewer Rehabilitation

ARTICLE 3 ENGINEER

3.01 The Project has been designed by Verdantas, LLC (Engineer), who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed on or before 120 after the Notice to Proceed, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before 150 days after the Notice to Proceed.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner the following daily charge:

Original Contract Amount		Daily Charge /
From More Than	To and Including	Calendar Day
$ 0	$ 100,000	$ 500
100,000	500,000	800
500,000	1,000,000	1,000
1,000,000	3,000,000	1,200
3,000,000	5,000,000	1,500
5,000,000		2,000

For each day that expires after the Dates specified in Paragraph 4.02, liquidated damages as indicated above per calendar day shall be paid by the Contractor to the Owner until the Date requirements are met.

ARTICLE 5 CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds as follows:

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

B. All specific cash allowances are included in the Contract Price and have been computed in accordance with Paragraph 11.02 of the General Conditions.

ARTICLE 6 PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as established at the preconstruction conference during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A

of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, Owner will retain an amount equal to 8% of each progress payment application until 50% of the Work has been completed. At 50% completion, further progress payment applications shall be paid in full to the Contractor and no additional amounts will be retained unless the Engineer certifies to the Owner that the job is not proceeding satisfactorily. Amounts previously retained shall not be paid to the Contractor until substantial completion of the Work. At 50% completion of the Work, or any time thereafter when the character and progress of the Work is not satisfactory to Owner on the recommendation of Engineer, additional amounts may be retained, but in no event shall the total retainage be more than 8% of the value of the Work completed.

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 98% percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100% percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Material Stored on Site

A. Payment for material and equipment delivered and not incorporated shall be at the rate of 92% of the invoice value of such material. The balance of such invoiced value shall be paid when such material is incorporated into and becomes a part of the work completed to date. Such material compensated in this manner shall become the property of the Owner under the Contract while it remains in storage, but if such material is stolen, destroyed, or damaged by casualty before being used, Contractor shall replace it at his own expense.

6.04 Escrow of Retainage

A. Upon completion of 50% of the Contract, as evidenced by the payments of at least 50% of the value of the Contract to Contractor, monies held in retainage shall be placed in an escrow account in accordance with Chapter 153 of the Ohio Revised Code.

6.05 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 HIERARCHY

7.01 In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

First:	Written Amendments
Second:	Agreement
Third:	Change Orders

Fourth: Addenda
Fifth: Supplementary Conditions
Sixth: General Conditions
Seventh: Specifications
Eighth: Drawings

Figure dimensions (numerical) on Drawings shall take precedence over dimensions measured utilizing a scale.

ARTICLE 8 CONTRACTOR'S REPRESENTATIONS

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

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (page 005200-1 to_____, inclusive).
2. Bid Guaranty and Contract Bond (pages 004300-1 to_____, inclusive).
3. Contract Bond (pages _____ to_____, inclusive).
4. Other bonds
   a. _____ (page _____ to _____, inclusive).
   b. _____ (page _____ to _____, inclusive).
   c. _____ (page _____ to _____, inclusive).
5. General Conditions (pages 007000-1 to_____, inclusive).
6. Supplementary Conditions (pages 008000-1 to_____, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings _____

_____

_____

inclusive incorporated herein by reference with each sheet bearing the following general title:

_____

_____

9. Addenda (_____).

10. Exhibits to this Agreement (enumerated as follows):

a. Notice to Proceed (pages 005500-1 to 005500-1, inclusive);

b. Contractor's Bid (pages 004100-1 to _____, inclusive);

c. Supplemental Unit Prices are included as part of the Agreement except as noted:

(_____);

d. Delinquent Personal Property Tax Affidavit;

e. Evidence of Contract Bond
(letter dated _____ attached);

f. Documentation submitted by Contractor prior to Notice of Award

(_____);

g. (_____);

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

a. Work Change Directives;

b. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or identified by Engineer on their behalf.

This Agreement will be effective on _____, _____
(which is the Effective Date of the Agreement).

OWNER:

_____

By: _____

Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for giving notices:

Name: _____

Address: _____

City, State, Zip _____

Phone: _____

Fax No.: _____

E-mail: _____

Designated
Representative: _____

CONTRACTOR:

_____

By: _____

Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for giving notices:

Name: _____

Address: _____

City, State, Zip _____

Phone: _____

Fax No.: _____

E-mail: _____

Designated
Representative: _____

License No.: _____
(Where applicable)

Agent for Service of Process:

_____

INSTRUCTIONS FOR EXECUTING AGREEMENT

The full name and business address of CONTRACTOR should be inserted and the Agreement should be signed with CONTRACTOR'S official signature. Please have the name of the signing party printed under all signatures to the Agreement.

If CONTRACTOR is operating as a partnership, each partner should sign the Agreement. If the Agreement is not signed by each partner, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such Agreement for and in behalf of the partnership.

If the CONTRACTOR is an individual, the trade name (if CONTRACTOR is operating under a trade name) should be indicated in the Agreement and the Agreement should be signed by such individual. If signed by other than CONTRACTOR, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's authority to sign such Agreement for and in behalf of CONTRACTOR.

If CONTRACTOR is a corporation, the following certificate should be executed:

I, _____, certify that I am the _____ of the corporation named as CONTRACTOR herein above; that _____ who signed the foregoing agreement on behalf of CONTRACTOR was then _____ of said corporation; that said Agreement was duly signed for and in behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

_____ CORPORATE SEAL

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of_____, do hereby certify as follows:

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

_____

CERTIFICATE OF OWNER'S FISCAL OFFICER

I, the undersigned, _____, the duly authorized and acting fiscal representative of_____, do hereby certify as follows:

that the amount required to meet the above obligation has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

_____

END OF SECTION

SECTION 005400 - DELINQUENT PERSONAL PROPERTY STATEMENT

Name of Bidder: _____

Address: _____

Having been awarded a contract by the Village of Frankfort, hereby affirms under oath, pursuant to the Ohio Revised Code Section 5719.042 that at the time this bid was submitted, my company (was) (was not) charged with delinquent personal property taxes on the general tax list of personal property for Ross County, Ohio.

If such charge for delinquent personal property tax exists on the general tax list of personal property of Ross 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 Bidder 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 the Village of Frankfort and _____ (Name of Bidder) and no payment with respect to any contract shall be made unless such a statement has been so incorporated as a part thereof.

Delinquent Personal Property Tax: $_____

Penalties: $_____

Interest: $_____

Bidder: _____

By: _____

_____

Title: _____

Subscribed in my presence, and sworn to me this _____ day of

_____, 20_____.

_____

NOTARY PUBLIC

[SEAL]

Ohio Revised Code Section 5719.042

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

If the statement indicates that the taxpayer was charged with any such taxes, all of the following apply:

(A) The fiscal officer shall transmit a copy of the statement to the county treasurer within thirty days of the date it is submitted.

(B) A copy of that statement shall be incorporated into the contract.

(C) No payment shall be made with respect to any contract to which this section applies unless that statement has been incorporated as required under division (B) of this section.

Amended by 131st General Assembly File No. TBD, HB 166, §1, eff. 9/8/2016.

Effective Date: 09-21-1982.

END OF SECTION

SECTION 005500 - NOTICE TO PROCEED

TO: _____

ADDRESS: _____

PROJECT**:** _____

CONTRACT NO: _____

CONTRACT FOR: _____

You are hereby notified that the Contract Time under the above Contract will commence to run on: _____, 20__. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the provisions in the Contract Agreement., Section 3.1 the Date of Substantial Completion is: ___ calendar days after the date of commencement of the Work specified above, or not later than _____, 20__.

Section 4.03 of the Agreement provides for an assessment of liquidated damages for each and every calendar day after the above established contract completion date that the Work remains incomplete.

Before you start any Work at the site, Paragraph 3.03.A.1 of the General Conditions provides that you must study the Contract Documents and verify figures and field dimension, and must report any observed errors or discrepancies and/or any concerns at this time.

Also, before you may start any Work at the site, you must:

1. Submit to the Engineer the Proposed Schedule called for in Section 01310.

OWNER:

By: _____ Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

_____, this _____day of _____, 20__.

By: _____ Title: _____
(Contractor's Representative)

Copy to Engineer

END OF SECTION

SECTION 006100 - CONTRACT BOND (O.R.C. § 153.57)

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas, the above-named principal did on the _____ day of _____, 20__, enter into a contract with the Owner for _____ related to _____ _____("Project"), which said contract is made a part of this bond the same as though set forth herein:

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

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

Signed and sealed this _____ day of _____, 20__.

_____	_____
(PRINCIPAL)	(SURETY)
By: _____	By: _____
Printed Name & Title: _____	Printed Name & Title: _____
_____	_____

Surety's Address: _____

_____

_____

Surety's Telephone Number: _____

Surety's Fax Number: _____

_____

NAME OF SURETY'S AGENT

Surety's Agent's Address: _____

_____

Surety's Agent's Telephone Number: _____

_____

Surety's Agent's Fax Number: _____

_____

Contractor's Application For Payment No. _____

	Application Period:	Application Date:
To (Owner):	From (Contractor):	Via (Engineer)
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

APPLICATION FOR PAYMENT

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE	$	
2. Net change by Change Orders	$	
3. CURRENT CONTRACT PRICE (Line 1 ± 2)	$	
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)	$	
5. RETAINAGE:		
a. _____ % x $_____ Work Completed	$	
b. _____ % x $_____ Stored Material	$	
c. Total Retainage (Line 5a + Line 5b)	$	
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	$	
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	
8. AMOUNT DUE THIS APPLICATION	$	
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	$	

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:	Date:

Payment of: $_____
(Line 8 or other - attach explanation of other amount)

is recommended by: _____ _____
(Engineer) (Date)

Payment of: $_____
(Line 8 or other - attach explanation of other amount)

is approved by: _____ _____
(Owner) (Date)

Approved by: _____
Funding Agency (if applicable) (Date)

Progress Estimate

Contractor's Application

For (contract):	Application Number:
Application Period:	Application Date:

A		B	Work Completed		E	F		G
Item			C	D		Total Completed and Stored to Date (C + D + E)	% (E) B	Balance to Finish (B - F)
Specification Section No.	Description	Scheduled Value	From Previous Application (C + D)	This Period	Materials Presently Stored (not in C or D)			
	Totals							

Progress Estimate

Contractor's Application

For (contract):	Application Number:
Application Period:	Application Date:

A				B	C	D	E	F		G
Item		Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F) B	Balance to Finish (B - F)
Bid Item No.	Description									
	Totals									

Stored Material Summary

Contractor's Application

For (contract):							Application Number:		
Application Period:							Application Date:		
A	B	C	D		E		F		G
Invoice No.	Shop Drawing Transmittal No.	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage ($) (D + E - F)
			Date (Month/Year)	Amount ($)	Amount ($)	Subtotal	Date (Month/Year)	Amount ($)	
		Totals							

SECTION 006516 - CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT TITLE: _____

LOCATION: _____

OWNER: _____

DATE OF SUBSTANTIAL COMPLETION: _____

The undersigned CONTRACTOR hereby certifies that all work included in the above-captioned contract has been substantially completed in accordance with the requirements of the CONTRACT DOCUMENTS including approved modifications thereto, and requests that the work be accepted so that the Owner can occupy or utilize the Work for its intended use.

A list of items (Punch List) to be completed or corrected shall be completed and attached by the Engineer. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the requirements of the CONTRACT DOCUMENTS including approved modifications thereto. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the Certificate of Final Completion or the date of final payment.

I understand that neither the determination by the ENGINEER that the work is completed, nor the acceptance thereof by the Owner, shall operate as a bar to claim against the Contractor under the terms of the guarantee provisions of the Contract Documents.

_____
CONTRACTOR

_____
SIGNATURE

_____
TITLE

_____
DATE

The undersigned ENGINEER has inspected the work included in the above-captioned contract, finds it to have been substantially completed in accordance with the requirements of the CONTRACT DOCUMENTS including approved modifications thereto. A list of items (Punch List) to be completed or corrected by the Contractor prior to final payment is attached.

_____
ENGINEER

_____
SIGNATURE

_____
TITLE

_____
DATE

Upon the above representation of the CONTRACTOR and the above recommendation of the ENGINEER, the undersigned hereby accepts the work included in the above-captioned contract.

_____
OWNER

_____
SIGNATURE

_____
TITLE

_____
DATE

END OF SECTION

SECTION 006519 - CERTIFICATE OF FINAL COMPLETION

PROJECT TITLE: _____

LOCATION: _____

OWNER: _____

DATE OF CONTRACT COMPLETION: _____

The undersigned CONTRACTOR hereby certifies that all work included in the above-captioned contract has been completed in accordance with the requirements of the CONTRACT DOCUMENTS including approved modifications thereto, and requests that the work be accepted.

I understand that neither the determination by the ENGINEER that the work is completed, nor the acceptance thereof by the Owner, shall operate as a bar to claim against the Contractor under the terms of the guarantee provisions of the contract document

_____
CONTRACTOR

_____
SIGNATURE

_____
TITLE

_____
DATE

The undersigned ENGINEER has inspected the work included in the above-captioned contract, finds it to have been completed in accordance with the requirements of the CONTRACT DOCUMENTS including approved modifications thereto, and accordingly recommends that the work be accepted.

_____

ENGINEER

_____

SIGNATURE

_____

TITLE

_____

DATE

Upon the above representation of the CONTRACTOR and the above recommendation of the ENGINEER, the undersigned hereby accepts the work included in the above-captioned contract.

_____

OWNER

_____

SIGNATURE

_____

TITLE

_____

DATE

END OF SECTION

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 Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

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Knowledge for Creating and Sustaining the Built Environment

Construction Specifications Institute

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 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 EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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TABLE OF CONTENTS

Page

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY 6
1.01 *Defined Terms* 6
1.02 *Terminology* 8
ARTICLE 2 - PRELIMINARY MATTERS 9
2.01 *Delivery of Bonds and Evidence of Insurance* 9
2.02 *Copies of Documents* 9
2.03 *Commencement of Contract Times; Notice to Proceed* 9
2.04 *Starting the Work* 9
2.05 *Before Starting Construction* 9
2.06 *Preconstruction Conference* 9
2.07 *Initial Acceptance of Schedules* 9
ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE 10
3.01 *Intent* 10
3.02 *Reference Standards* 10
3.03 *Reporting and Resolving Discrepancies* 10
3.04 *Amending and Supplementing Contract Documents* 11
3.05 *Reuse of Documents* 11
3.06 *Electronic Data* 11
ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS 11
4.01 *Availability of Lands* 11
4.02 *Subsurface and Physical Conditions* 12
4.03 *Differing Subsurface or Physical Conditions* 12
4.04 *Underground Facilities* 13
4.05 *Reference Points* 13
4.06 *Hazardous Environmental Condition at Site* 13
ARTICLE 5 - BONDS AND INSURANCE 14
5.01 *Performance, Payment, and Other Bonds* 14
5.02 *Licensed Sureties and Insurers* 15
5.03 *Certificates of Insurance* 15
5.04 *Contractor's Liability Insurance* 15
5.05 *Owner's Liability Insurance* 16
5.06 *Property Insurance* 16
5.07 *Waiver of Rights* 17
5.08 *Receipt and Application of Insurance Proceeds* 17
5.09 *Acceptance of Bonds and Insurance; Option to Replace* 17
5.10 *Partial Utilization, Acknowledgment of Property Insurer* 18
ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES 18
6.01 *Supervision and Superintendence* 18
6.02 *Labor; Working Hours* 18
6.03 *Services, Materials, and Equipment* 18
6.04 *Progress Schedule* 18
6.05 *Substitutes and "Or-Equals"* 19
6.06 *Concerning Subcontractors, Suppliers, and Others* 20
6.07 *Patent Fees and Royalties* 21
6.08 *Permits* 21
6.09 *Laws and Regulations* 21
6.10 *Taxes* 22
6.11 *Use of Site and Other Areas* 22
6.12 *Record Documents* 22
6.13 *Safety and Protection* 22
6.14 *Safety Representative* 23
6.15 *Hazard Communication Programs* 23

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6.16 *Emergencies* 23
6.17 *Shop Drawings and Samples* 23
6.18 *Continuing the Work* 24
6.19 *Contractor's General Warranty and Guarantee* 24
6.20 *Indemnification* 24
6.21 *Delegation of Professional Design Services* 25
ARTICLE 7 - OTHER WORK AT THE SITE 25
7.01 *Related Work at Site* 25
7.02 *Coordination* 26
7.03 *Legal Relationships* 26
ARTICLE 8 - OWNER'S RESPONSIBILITIES 26
8.01 *Communications to Contractor* 26
8.02 *Replacement of Engineer* 26
8.03 *Furnish Data* 26
8.04 *Pay When Due* 26
8.05 *Lands and Easements; Reports and Tests* 26
8.06 *Insurance* 26
8.07 *Change Orders* 26
8.08 *Inspections, Tests, and Approvals* 26
8.09 *Limitations on Owner's Responsibilities* 27
8.10 *Undisclosed Hazardous Environmental Condition* 27
8.11 *Evidence of Financial Arrangements* 27
ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION 27
9.01 *Owner's Representative* 27
9.02 *Visits to Site* 27
9.03 *Project Representative* 27
9.04 *Authorized Variations in Work* 27
9.05 *Rejecting Defective Work* 27
9.06 *Shop Drawings, Change Orders and Payments* 28
9.07 *Determinations for Unit Price Work* 28
9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work* 28
9.09 *Limitations on Engineer's Authority and Responsibilities* 28
ARTICLE 10 - CHANGES IN THE WORK; CLAIMS 28
10.01 *Authorized Changes in the Work* 28
10.02 *Unauthorized Changes in the Work* 29
10.03 *Execution of Change Orders* 29
10.04 *Notification to Surety* 29
10.05 *Claims* 29
ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK 30
11.01 *Cost of the Work* 30
11.02 *Allowances* 31
11.03 *Unit Price Work* 31
ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES 32
12.01 *Change of Contract Price* 32
12.02 *Change of Contract Times* 33
12.03 *Delays* 33
ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK 33
13.01 *Notice of Defects* 33
13.02 *Access to Work* 33
13.03 *Tests and Inspections* 33
13.04 *Uncovering Work* 34
13.05 *Owner May Stop the Work* 34
13.06 *Correction or Removal of Defective Work* 34
13.07 *Correction Period* 34
13.08 *Acceptance of Defective Work* 35
13.09 *Owner May Correct Defective Work* 35
ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION 36
14.01 *Schedule of Values* 36
14.02 *Progress Payments* 36
14.03 *Contractor's Warranty of Title* 37
14.04 *Substantial Completion* 37

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14.05 *Partial Utilization* 38
14.06 *Final Inspection* 38
14.07 *Final Payment* 38
14.08 *Final Completion Delayed* 39
14.09 *Waiver of Claims* 39
ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION 39
15.01 *Owner May Suspend Work* 39
15.02 *Owner May Terminate for Cause* 39
15.03 *Owner May Terminate For Convenience* 40
15.04 *Contractor May Stop Work or Terminate* 40
ARTICLE 16 - DISPUTE RESOLUTION 41
16.01 *Methods and Procedures* 41
ARTICLE 17 - MISCELLANEOUS 41
17.01 *Giving Notice* 41
17.02 *Computation of Times* 41
17.03 *Cumulative Remedies* 41
17.04 *Survival of Obligations* 41
17.05 *Controlling Law* 41
17.06 *Headings* 41

GENERAL CONDITIONS

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's 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).

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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.A 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. The General Requirements pertain to all sections 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 in connection with the Work.

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. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *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.

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39. *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.

40. *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.

41. *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.

42. *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.

43. *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.

44. *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.

45. *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.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *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 any Subcontractor.

49. *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.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *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.

52. *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 following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following 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 requirements of and information in the Contract Documents and conformance with the design concept of the completed 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

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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 which 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

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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*

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.

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 may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. 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, or Engineer, or any of, their Related Entities, 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 may discover 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

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or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, 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 knew or reasonably should have known 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, code, or instruction (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 or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, 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 Engineer's consultants, including electronic media editions; or

2. reuse any of 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 adaption by Engineer.

B. The prohibition 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. Copies of data furnished by Owner or Engineer to Contractor or 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*

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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 of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general 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 Related Entities 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 at or contiguous to the Site 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.

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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, Owner and Engineer, and any of their Related Entities 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.

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; 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.

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4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general 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 Related Entities 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.

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 to Contractor written notice: (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, 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, 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.

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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 current 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 must be accompanied by a certified copy of the agent's authority to act.

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 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 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.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other 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, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and

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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, 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 completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. 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);

6. 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

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. 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, 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 an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, 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 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 additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery 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, 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 an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased

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and maintained in accordance with 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 additional insured 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 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 to be listed as insureds or additional insureds (and the officers, directors, 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 additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, 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 to be listed as insured or additional insured (and the officers, directors, 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, 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, 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 insureds, 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*

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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. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

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.

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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,

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

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 that 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 in 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 or not 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

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c) whether or not 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;

4) and 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 either a Change Order for a substitute or 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 item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the 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 anything in the Contract Documents 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

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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 an additional insured 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, and Engineer,, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, 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, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, 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 primary 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.

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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, 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. 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. 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 , or anyone employed by any of them, or

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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).

D. 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 acceptable 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:* Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

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 determined and verified:

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

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

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

d. shall also have 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.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

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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 Drawing's 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 Related Entities 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, 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,

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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 respective consultants, agents, officers, directors, partners, or employees 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, 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 via 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, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall 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 their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and

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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 actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's 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 in respect of 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 in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in 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 in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

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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. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

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 and will not be changed without written consent of Owner and Engineer.

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.

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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 believe 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.

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

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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.B.

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 notice 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) is required by the provisions of any bond to be given to a surety, 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 Time 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.

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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 include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

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 at the Site. 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, 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

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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, expresses, 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, expediters, 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 and 11.01.B.

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

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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 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 Paragraph 12.01.C.2.a 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

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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 the Related Entities of each of them 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. All 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, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site 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 said 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

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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, it must, if requested by Engineer, be uncovered 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 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

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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 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

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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 on the Site 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, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to 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. that 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;

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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 corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined 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.

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 complete or correct items on the tentative list.

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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 will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion 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.7;

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 or Owner's property might in any way be responsible 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

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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 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

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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

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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 their 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 008000 - SUPPLEMENTARY CONDITIONS

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

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

TABLE OF CONTENTS

SC-1.01.A	Defined Terms
SC-1.01.A.2	Defined Terms
SC-1.01.A.12	Defined Terms
SC-1.01.A.17	Drawings
SC-2.01.A	Delivery of Bonds
SC-2.01.B	Evidence of Insurance
SC-2.02.A	Copies of Documents
SC-2.05.A.2	Before Starting Construction
SC-2.07.A	Initial Acceptance of Schedules
SC-2.07A.3	Allocation of Contract Price
SC-3.03.A.1	Review of Contract Documents before Starting Work
SC-3.03.A.3	Reporting Obligations
SC-3.03.A	Work Performed without Notification
SC-3.03.B.1	Document Precedence
SC-4.01.B	Availability of Lands
SC-4.02.A	Subsurface and Physical Conditions
SC-4.03.A.4	Differing Subsurface and Physical Conditions
SC-4.04.A.2.b	Underground Facilities
SC-4.05	Reference Points
SC-4.06	Hazardous Environmental Condition at Site
SC-5.01.A	Contract Bond
SC-5.01.B	Surety Requirements
SC-5.03.A	Delivery of Certificates of Insurance
SC-5.03	Certificates of Insurance
SC-5.04	Contractor’s Liability Insurance
SC-5.06	Property Insurance
SC-6.02.B	Labor; Working Hours
SC-6.02	Inspection Costs for Work beyond Regular Hours
SC-6.03.B	Services, Materials, and Equipment
SC-6.06.A	Objections Concerning Subcontractors, Suppliers, and Others
SC-6.06	Release of Payment Information
SC-6.08	Permits
SC-6.10	Taxes
SC-6.12.A	Record Documents
SC-6.14	Safety Representative
SC-6.20.A	Indemnification

SC-6.20.C	Indemnification
SC-7.04	Claims by Other Contractors
SC-9.03	Project Representative
SC-10.05.B	Claims
SC-11.03.D	Unit Price Work
SC-12.03	Delays
SC-13.03.A	Tests and Inspections
SC-13.09.A	Owner May Correct Defective Work
SC-14.02.A.1	Copies of Progress Payment Documentation
SC-14.02.C.1	Timing of Payments
SC-14.04	Substantial Completion
SC-14.06	Final Inspection

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01 Defined Terms

SC-1.01.A Insert in the first sentence after the phrase "printed with initial capital letters" the following phrase:

"or with capital letters"

SC-1.01.A.2 The definition presented for "Agreement" shall also apply to an "Owner-Contractor Agreement".

SC-1.01.A.12 Add the following sentence at the end of the paragraph:

"The term Contract Documents shall also include the Invitation to Bid and the Instructions to Bidders."

SC-1.01.A.17 The following Drawings are part of the Contract Documents:

Title: FRANFORT SANITARY SEWER REHABILITATION

Revision No.: _____

Date: 11/9/2026

Sheets: 7

as prepared by Verdantas, LLC.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.01 Delivery of Bonds and Evidence of Insurance

SC-2.01.A Insert in the first sentence after the phrase "such bonds" the following phrase:

"insurance certificates, insurance endorsements, and other documents"

Insert at the end of the first sentence after the phrase "required to furnish" the

following phrase:

"under the Contract Documents"

SC-2.01.B Delete Paragraph 2.01.B of the General Conditions in its entirety and insert the following in its place:

Evidence of Insurance: Before any Work at the Site is started, Contractor shall deliver to the Owner with copies to each additional insured identified in the General Conditions Owner-approved copies of certificates of insurance, copies of endorsements, and other evidence of insurance which either of them or any additional insured may reasonably request, which Contractor is required to purchase and maintain in accordance with Article 5.

SC-2.02 Copies of Documents

SC-2.02.A Delete Paragraph 2.02.A to the General Conditions in its entirety and insert the following in its place:

OWNER shall furnish to CONTRACTOR up to three (3) copies of the Contract Documents. Additional copies will be furnished upon request at the cost of reproduction.

SC-2.05 Before Starting Construction

SC-2.05.A.2 Add to Paragraph 2.05.A.3 of the General Conditions, the following:

The total of the schedule of values prepared for the Work, as required by the General Conditions, shall not exceed the Bid submitted for the Work, unless such amount is adjusted as provided in the Contract Documents.

SC-2.07 Initial Acceptance of Schedules

SC-2.07.A Insert in the last sentence, after the phrase "to Engineer", the following:

"and Owner"

SC-2.07.A.3 Add to Paragraph 2.07.A.3 of the General Conditions, the following:

Once approved by the Engineer, the Contractor will not change the allocation of the Contract Price to the component parts of the Work without the Engineer's written approval. The Engineer thereafter may from time to time require the Contractor to adjust such schedule if the Engineer determines it to be in any way unreasonable or inaccurate. The Contractor then shall adjust the schedule of values as required by the Engineer within ten (10) days.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

SC-3.03 Reporting and Resolving Discrepancies

SC-3.03.A.1 Insert in the first sentence of Paragraph 3.03.A.1 of the General Conditions

before the phrase "Before undertaking" the following phrase:

"In addition to its obligations under the Instructions to Bidders,"

SC-3.03.A.3 Add the following language at the end of Paragraph 3.03.A.3 of the General Conditions:

"or Contractor failed to perform its obligations under the Instructions to Bidders."

SC-3.03.A Add the following language at the end of Paragraph 3.03.A of the General Conditions:

4. In addition to its obligations under the Instructions to Bidders, if Contractor proceeds with work that Contractor had actual knowledge or should have known that a conflict, error, ambiguity, or discrepancy existed as indicated above, correction of work constructed without such notification to Engineer shall be at Contractor's expense, (except in an emergency as authorized by Paragraph 6.16.A.).

SC-3.03.B.1 Add the following language at the end of Paragraph 3.03.B.1 of the General Conditions:

2. Within the Contract Documents, requirements of the Agreement shall take precedence over the General Conditions, which shall take precedence over the Specifications, which shall take precedence over the Drawings.

3. Within a particular Contract Document, figure dimensions on Drawings shall take precedence over general Drawings. Specific instructions or specifications shall take precedence over general instructions or specifications.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

SC-4.01 Availability of Lands

SC-4.01.B Delete Paragraph 4.01.B to the General Conditions in its entirety and insert the following in its place:

Upon reasonable request, Owner shall furnish Contractor with a Notice of Commencement prepared for the Project, conforming to the provisions of Ohio Revised Code Section 1311.252.

SC-4.02 Subsurface and Physical Conditions

SC-4.02.A Add the following language at the end of Paragraph 4.02.A of the General Conditions:

3. In the preparation of Drawings and Specifications, ENGINEER has relied

upon the reports of physical conditions of the site of the Work as identified in Specification Section 00300 – Information Available to Bidders.

SC-4.03 Differing Subsurface and Physical Conditions

SC-4.03.A.4 Insert in the first sentence of Paragraph 4.03.A of the General Conditions after the phrase "the Contractor" the following phrase:

"as a condition precedent to any increase in the Contract Price and/or an extension of the Contract Times"

Delete the word "promptly" in the second phrase following Paragraph 4.03.A.4 of the General Conditions and insert the following in its place:

"within 48 hours"

SC-4.04 Underground Facilities

SC-4.04.A.2.b Delete Paragraph 4.04.A.2.b of the General Conditions in its entirety and insert the following in its place:

The Contractor shall be responsible for protecting all Underground Facilities in a manner at least as cautious and protective of safety and of underground facilities as those methods identified in Ohio Revised Code Sections 3781.25 and 3781.30.

SC-4.05 Reference Points

SC-4.05 Add the following language at the end of Paragraph 4.05 of the General Conditions:

Contractor is referred to the General Requirements for additional requirements for laying out the work.

SC-4.06 Hazardous Environmental Condition at Site

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

A. No reports on drawings related to Hazardous Environmental Conditions are known to Owner or Engineer.

B. Not Used.

ARTICLE 5 – BONDS AND INSURANCE

SC-5.01 Performance, Payment; and Other Bonds

SC-5.01. A Delete Paragraph 5.01.A of the General Conditions in its entirety and insert the following in its place:

Contractor shall furnish a Contract Bond in the amount of the Contract Price as security for the faithful performance and payment of all of Contractor's

obligations under the Contract Documents. Such bond shall be in the form that meets the requirements of the Ohio Revised Code. If the Contractor submitted a combined Bid Guaranty and Contract Bond with its bid for the Work, that form of Bond shall satisfy the Contractor's requirement to provide a Contract Bond. Contractor shall also furnish any other bonds as are required by the Contract Documents.

SC-5.01.B Insert in the first sentence of Paragraph 5.01.B of the General Conditions after the phrase "U.S. Department of the Treasury" the following phrase:

"and meet the other requirements of the Contract Documents"

SC-5.03 Certificates of Insurance

SC-5.03.A Delete Paragraph 5.03.A of the General Conditions in its entirety and insert the following in its place:

Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance, copies of endorsements, and other evidence of insurance requested by Owner or any other additional insured, which Contractor is required to purchase and maintain.

SC-5.03 Add the following language immediately after Paragraph 5.03.B of the General Conditions:

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

D. By requiring such insurance and insurance limits herein, Owner does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

SC-5.04 Contractor's Liability Insurance

SC-5.04.B.1 Delete the phrase "subject to any customary exclusion regarding professional liability" from the first sentence of Paragraph 5.04.B.1

SC-5.04.B.3 Amend in Paragraph 5.04.B.3 of the General Conditions the phrase "completed operations insurance" to read "products and completed operations insurance".

SC-5.04.B.5 Amend in Paragraph 5.04.B.5 of the General Conditions the phrase "materially changed" to read "materially changed with respect to coverage on the Project".

SC-5.04.B.7 Amend in Paragraph 5.04.B.7 of the General Conditions the phrase

"completed operations insurance" to read "products and completed operations insurance".

SC-5.04 Add the following new paragraphs immediately after Paragraph 5.04.B.

C. The limits of liability for the insurances required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Law or Regulations. The types of insurance and the limits of liability indicated are the minimum required. Neither the Owner nor the Engineer warrant the adequacy of the types of insurance or the limits of liability required. Any policy exclusions shall be indicated on the insurance certificate. Insurance shall be provided on an occurrence form basis. Contractor shall provide verification of all coverage with or on the insurance certificate.

1. Worker's Compensation and related coverage under Paragraphs 5.04.A.1 and A.2 of the General Conditions:

a. State of Ohio:	Statutory
b. Employer's Liability:	
Bodily Injury by Accident: Each Accident	$ 1,000,000
Bodily Injury by Disease: Each Employee	$ 1,000,000
Policy Limit	$ 1,000,000

2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall be written on a commercial general liability form and which shall include completed operations insurance and product liability coverage and eliminate the exclusion with respect to property under the care, custody and control of the Contractor:

a. Policy Limits:

1) General Aggregate	$ 2,000,000
2) Products – Completed Operations Aggregate	$ 1,000,000
3) Personal and Advertising Injury	$ 2,000,000
4) Each Occurrence (Bodily Injury and Property Damage)	$ 1,000,000
5) Fire Damage (any one fire)	$ 1,000,000
6) Medical Expense (any one person)	$ 10,000

b. Policy shall include as a minimum the following coverage:

1) Broad Form Property Damage Coverage.

2) An elimination of the exclusions with respect to property under the care, custody, or control of the Contractor. In lieu of elimination of the exclusion, the Contractor may provide Builder's Risk or Installation floater coverage for property under the care, custody, or control of the Contractor.

3) Explosion, Collapse, and Underground coverage applicable under Property Damage Liability Insurance.

4) Contractural Liability Coverage.

5) Independent Contractor Coverage.

6) Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.

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

a. Bodily Injury:

Each person	$ 500,000
Each Accident	$ 1,000,000

b. Property Damage:

Each Accident	$ 500,000

4. Umbrella Coverage:

a. Umbrella policy (pay on behalf form) with limits of $2,000,000 for bodily injury, personal injury and property damage on a combined basis shall be provided with the stated underlying limits of Paragraphs 5.04.C.1, 5.04.C.2, and 5.04.C.3.

b. Policy shall include the Owner, the Engineer and any others required by Paragraph 5.04.B.1 of the General Conditions as additional insureds.

D. Insurance certificates for commercial general, automobile, umbrella, and builder's risk shall specifically indicate by name the additional insureds which are to include the Owner, the Engineer as well as any other persons or entities so identified. Certificates shall be Acord 25-S or equivalent.

E. The following provisions shall also apply to the insurance provided by the Contractor:

1. Contractor's insurance shall be primary and non-contributory.

2. Insurance policies shall be written on an occurrence basis only.

3. The Contractor shall require all Subcontractors to provide Workers' Compensation, CGL, and Automobile Liability Insurance with the same minimum limits specified herein, unless the Owner agrees to a lesser amount.

4. Owner shall be named as a certificate holder on the policies of insurance maintained by Contractor. The Contractor shall provide each additional insured with a certificate of insurance.

SC-5.06 Property Insurance

SC-5.06.A Delete Paragraph 5.06.A in its entirety and insert the following:

A. Contractor shall purchase and maintain property insurance upon the Work at the Site in the amount of full replacement cost thereof. Insurance shall be completed value form.

1. This insurance shall:

a. include the interests of Owner, Contractor, Subcontractors, Engineer, and any other individuals or entities identified herein, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured (Insurance certificates shall specifically indicate by name the additional insureds which are to include Owner and Engineer as well as other individuals or entities so identified.);

b. be written on a Builder's Risk "all-risk" form that shall at least include insurance for physical loss and 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 (including that caused by flood or hydrostatic pressure), and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

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

d. cover the total value of materials and equipment supplied under the Contract from the time Contractor takes possession of them until they are installed and tested by Contractor and the project is accepted as complete by Owner under an endorsement to this policy or in the form of Installation Floater Insurance of the "all risk" type;

e. allow for partial utilization of the Work by Owner;

f. include testing and startup; and

g. 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 additional insured to whom a certificate of insurance has been issued.

2. Contractor shall be responsible for any deductible or self-insured retention.

3. The policies of insurance required to be purchased and maintained by Contractor in accordance with this Paragraph 5.06.A and shall comply with the requirements of Paragraph 5.06.C of the General Conditions.

SC-5.06.B Delete Paragraph 5.06.B of the General Conditions in its entirety.

SC-5.06.D Delete the first sentence of Paragraph 5.06.D of the General Conditions and insert the following in its place:

The Contractor shall pay all deductible provisions of insurances. The maximum deductible shall be $5,000.

SC-5.06.E Delete Paragraph 5.06.E of the General Conditions in its entirety.

ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

SC-6.02 Labor; Working Hours

SC-6.02.B Insert in the second sentence of Paragraph 6.02.B of the General Conditions before the phrase "or any legal holiday" the following phrase:

"shut down dates as defined in the Agreement,"

SC-6.02 Add the following new paragraph immediately after Paragraph 6.02.B.

C. Costs incurred by the Owner related to inspection of Work performed by the Contractor, at the Contractor's discretion, outside of regular working hours and not approved, in writing, by the Owner, shall be the responsibility of the Contractor. The Owner may deduct these costs from the periodic and final payment requests submitted by the Contractor.

SC-6.03 Services, Materials, and Equipment

SC-6.03.B Add the following to the end of Paragraph 6.03.B of the General Conditions.

Contractor and Supplier warrant that all materials and equipment are suitable and fit for the intended use of such materials and equipment and are free from defects in material, workmanship or design. The foregoing applies whether the materials or equipment are specified in the Contract Documents.

SC-6.06 Concerning Subcontractors, Suppliers, and Others

SC-6.06.A Add the following to the end of Paragraph 6.06.A of the General Conditions.

If Owner or Engineer after due investigations has reasonable objections to any proposed Subcontractor, Supplier, or other individual or entity, either may request Contractor submit an acceptable substitute without an increase in Contract Price.

SC-6.06 Add the following new paragraph immediately after Paragraph 6.06.G.

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

SC-6.08 Permits

SC-6.08 Add the following new paragraph immediately after Paragraph 6.08.A.

B. Refer to the General Requirements for additional permit information.

SC-6.10 Taxes

SC-6.10 Add the following new paragraphs immediately after Paragraph 6.10.A.

B. Materials purchased for use or consumption in connection with the proposed Work will be exempt from the State of Ohio Sales Tax, as provided in Section 5739.02 of the Ohio Revised Code, and also from the State of Ohio Use Tax, as provided in Section 5741.01 of the Ohio Revised Code. The Owner will provide the Contractor with a Construction Tax Exempt Certificate upon request, made through the Engineer.

C. Purchases by the Contractor of expendable items, such as form lumber, tools, oil, greases, fuel, or equipment rentals, are subject to the application of Ohio Sales or Use Taxes.

SC-6.12 Record Documents

SC-6.12.A Delete the last sentence of Paragraph 6.12.A of the General Conditions and insert the following in its place:

The Contractor shall deliver these record documents, samples, and shop drawings to the Engineer, no later than the date for Substantial Completion, for the Engineer's review and transmittal to the Owner.

SC-6.14 Safety Representative

SC-6.14 Add the following new paragraph immediately after Paragraph 6.14.A.

B. Contractor shall keep at the Site at all times during the progress of the

Work a competent person to comply with OSHA trenching and excavation requirements. The competent person shall be one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions that are unsanitary, hazardous or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

SC-6.20 Indemnification

SC-6.20.A Delete Paragraph 6.20.A in its entirety and insert the following:

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify, defend and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, (whether alleged or proven), demands, 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 Work or any breach of Contractor's obligations under the Contract Documents, including but not limited to the breach of any warranty provided in the Contract Documents. The Contractor's obligations under this Paragraph 6.20.A are joint and several.

SC-6.20.C Delete Paragraph 6.20.C of the General Conditions in its entirety, including Paragraph 6.20.C.1 and Paragraph 6.20.C.2.

ARTICLE 7 – OTHER WORK AT THE SITE

SC-7.04 Claims by Other Contractors

SC-7.04 Add the following new paragraph immediately after Paragraph 7.03.

7.04 Claims by Other Contractors

A. Should Contractor cause damage to the work or property of any separate contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any other contractor against Contractor, Contractor shall promptly attempt to settle with such other contractor by agreement or to otherwise resolve the dispute by arbitration or at law.

B. Should Contractor cause damage to the work or property of any separate contractor at the Site, or should any claim arising out of Contractor's performance of the Work at the Site be made by any other contractor against Owner or Engineer, Contractor shall indemnify Owner and Engineer as required under Paragraph 6.20.

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-9.03 Project Representative

SC-9.03 Add the following new paragraph immediately after Paragraph 9.03.A.

B. Resident Project Representative personnel on this project may include personnel furnished by Owner, Engineer, or both. The duties and responsibilities of the Resident Project Representative(s) include the following:

1. Review schedules as required in Paragraph 2.05.A of the General Conditions and amendment thereto.

2. Attend conferences and meetings with Contractor.

3. Serve as liaison between Engineer and Contractor and help Engineer serve as liaison between Owner and Contractor.

4. Conduct on-site observation of the work.

5. Observe tests, equipment, and system startups.

6. Report to Engineer when clarifications and interpretations of the Contract Documents are needed. Consider, evaluate, and report to Engineer, Contractor's requests for modification.

7. Maintain orderly records, keep a daily log (when on a part-time basis, keep log for days visiting site), and furnish periodic reports to Engineer of the progress of the Work.

8. Before project completion, prepare final list of items to be completed or corrected and make recommendations to Engineer concerning acceptance of the Work.

9. Review Payment Applications from Contractor.

The Resident Project Representatives shall not:

1. Authorize any deviation from the Contract Documents or substitutions of materials or equipment.

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

3. Undertake any of the responsibilities of Contractor, Subcontractor, or Contractor's superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction.

5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the Work.

6. Accept shop drawing or sample submittals from anyone other than Contractor.

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

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

9. Offer interpretation of the Contracts Documents without consultation with and direction from the Engineer.

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

SC-10.05 Claims

SC-10.05.B Add the following to the end of Paragraph 10.05.B of the General Conditions.

The Contractor acknowledges and agrees that the Owner and/or parties in privity of contract with the Owner may delay, interfere with and/or disrupt the Contractor's Work, and such actions shall not constitute a breach of contract by the Owner, since the Contractor is entitled to additional compensation by properly pursuing a Claim as permitted by these Modified General Conditions. Pending the final resolution of a Claim, the Contractor shall continue performance of the Work.

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

SC-11.03 Unit Price Work

SC-11.03.D Delete Paragraph 11.03.D in its entirety and insert the following:

D. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

1. If the total unit cost of a particular item of Unit Price Work amounts to 15% or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by the Contractor differs by more than 25% from the estimated quantity of such item indicated in the Agreement; and

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

3. If the Contractor believes that it has incurred additional expense as a result thereof; or

4. If the Owner believes that the quantity variation entitles it to an adjustment in unit price,

either the Owner or the Contractor may make a Claim for an adjustment in the Contract Price in accordance with Article 10 if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

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

SC-12.03 Delays

SC-12.03.A Add the following language at the end of Paragraph 12.03.A of the General Conditions:

Abnormal weather conditions shall be defined as conditions related to temperature and precipitation not reasonably anticipatable for the region. The following chart defines the number of days of inclement weather deemed normal for the project area. Conditions beyond the given limits are deemed abnormal.

Month	Days with 0.10 inch Precipitation, or more	Days with 32 Degrees F, or less
January	14	26
February	12	23
March	14	20
April	14	6
May	13	0
June	12	0
July	11	0
August	9	0
September	8	0
October	8	3
November	11	15
December	12	24

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

SC-13.03 Tests and Inspections

SC-13.03.A Add the following language at the beginning of Paragraph 13.03.A of the General Conditions:

All Work is subject to testing to indicate compliance with Contract Document requirements. Duplicate copies of test results of all tests required shall be submitted to Engineer. Testing laboratories are subject to the approval of

Engineer. Tests and inspection of work may be conducted by Owner or an independent laboratory employed by Owner. Tests may also be performed in the field by Engineer as a basis for acceptance of the Work.

Add the following language at the end of Paragraph 13.03.A of the General Conditions:

Samples required for testing shall be furnished by Contractor at no cost to Owner. In the event that completed Work does not conform to specification requirements during the initial test, the Work shall be corrected and retested for conformance. The entire cost of retesting completed Work shall be borne by Contractor. This shall include the extra cost for inspection to Owner which will be deducted from the final amount due Contractor.

SC-13.09 Owner May Correct Defective Work

SC-13.09.A Delete Paragraph 13.09.A in its entirety and insert the following:

If Contractor fails within two (2) business days of a written notice from the Owner or Engineer, or such longer time as may be stated in such notice, to correct, or take reasonable steps to commence to correct, defective Work or to remove and replace, or take reasonable steps 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 correct or remedy any such deficiency. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor all the 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. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. The Contractor irrevocably designates the Owner as the Contractor's attorney-in-fact to execute the Change Orders provided for in this Paragraph 13.09.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

SC-14.02 Progress Payments

SC-14.02.A.1 Insert after the first sentence of Paragraph 14.02.A.1 of the General Conditions the following sentence:

The Application for Payment shall be in the form and submitted in the number of copies (with all related documents), as required by the Contract Documents.

SC-14.02.A.1 Add the following new paragraphs immediately after Paragraph 14.02.A.3.

4. Contractor shall submit on 8-1/2 by 11 paper each lien waiver

submitted. The lien waiver shall be submitted in the same number or copies as the Application for Payment. The copies of the lien waiver submitted shall include at least one original.

5. No advanced payment for shop drawing preparation will be made. Shop drawing costs will be paid when equipment and materials are delivered and suitably stored on the site.

6. All stored equipment and materials for which payment is requested shall have invoices included with the Application for Payment. Equipment shall be identified thoroughly on the invoices, including serial numbers. The invoices shall be submitted in the same number or copies as the Application for Payment.

7. Payment for the stored equipment and material which are on the site shall not exceed the invoiced amount for each item, less the Contract retainage. The overhead and profit for the stored items shall not be invoiced until the item is installed.

8. Payment for off-site storage is normally reserved for sensitive or very large pieces of equipment that in Engineer's opinion would not be practical to have stored on the site. Payment for off-site stored items shall be limited to 75% of the invoiced value of the item, less Contract retainage. Contractor shall reimburse Owner the Cost of inspecting off-site stored items. When off-site storage is approved, Contractor shall provide Insurance Certificates and Document of Ownership to Owner.

SC-14.02.C.1 Delete the word “Ten” in the first sentence of Paragraph 14.02.C.1 of the General Conditions and insert the following in its place:

“Thirty”

SC-14.04 Substantial Completion

SC-14.04 Add the following new paragraphs immediately after Paragraph 14.04.D.

E. The Contractor’s warranties under the Contract Documents shall remain in full force and effect and cover any remedial Work, even if performed by others.

F. If more than one inspection by the Engineer for purposes of evaluating corrected Work is required, the inspections will be performed at the Contractor’s expense.

SC-14.06 Final Inspection

SC-14.06 Add the following new paragraph immediately after Paragraph 14.06.A.

B. The ENGINEER will conduct one (1) inspection for the final payment application review when requested to by the CONTRACTOR. If the ENGINEER determines that the contract is not complete in accordance with

the approved contract documents the CONTRACTOR will be assessed for each additional inspection.

END OF SECTION 008000

SECTION 008500 - FUNDING AGENCY REQUIREMENTS

ARTICLE 1 GENERAL

1.01 This project is funded in part by one or more federal and/or state agencies. As such, the provisions those funding programs are applicable to this project and each Contractor will be required to comply in all aspects to the provisions set forth.

ARTICLE 2 SPECIFIC AGENCY REQUIREMENTS

2.01 Ohio Environmental Protection Agency

A. This project is being funded in part through the Water Supply Revolving Loan Account (WSRLA) and/or the Water Pollution Control Loan Fund (WPCLF) administered by the Ohio Environmental Protection Agency. Contractor must comply with the various requirements of this agency as listed herein.

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

2. Small Business Utilization in Rural Areas (SBRA): This procurement is subject to the EPA policy of encouraging the participation of small business in rural areas (SBRA's). Contractor shall comply with the provisions set forth in U.S. Environmental Protection Agency Rural Area Business Enterprise Development Plan.

3. Contract Change Orders: Contract Change Orders for this project require coordination with, and approval by, the Ohio Environmental Protection Agency. Refer to Section 009463 for additional information and instructions.

4. Disadvantaged Business Enterprises (DBE) Utilization Policies: In compliance with the provisions of the requirements associated with the OEPA Disadvantaged Business Enterprises (DBE) Utilization Policy, the Contractor, shall:

a. pay its Subcontractor(s) for satisfactory performance no more than 30 days from the Contractor's receipt of payment from the Owner.
b. notify the Owner in writing prior to the termination of any Disadvantaged Business Enterprise Subcontractor for the convenience of the Contractor.
c. employ documented good faith efforts as outlined herein to solicit a replacement Subcontractor for any DBE Subcontractor who fails to complete to complete work under their subcontract for any reason. Good faith efforts include:
    1) Ensure Disadvantaged Business Enterprises (DBE's) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including DBE's on solicitation lists and soliciting them whenever they are potential sources.

2) Make information on forthcoming opportunities available to DBE's and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBE's in the competitive process. This includes, whenever possible, posting solicitation for bids a minimum of 30 calendar days before the bid or proposal closing date.
3) Consider in the contracting process whether firms competing for large contracts could be subcontracted with DBE's. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit participation by DBE's in the competitive process.
4) Encourage subcontracting with a consortium of DBE's when a contract is too large for one of these firms to handle individually.
5) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce.

d. employ documented good faith efforts as outlined above in identifying Subcontractors to participate in this project even if the Contractor has achieved its fair share objectives.

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

6. Prohibition on Telecommunications and Video Surveillance: Under the terms of the funding on this project, restrictions apply to loan recipients and subrecipients regarding certain telecommunications and video surveillance services or equipment due to Public Law 115-232.

As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use 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)**. Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

a. 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).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. 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.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
   1) Procure or obtain, extend or renew a contract to procure or obtain;
   2) Enter into a contract (or extend or renew a contract) to procure; or
   3) Obtain the equipment, services, or systems.

Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list.

7. WPCLF/WSLRA Payments: This project is funded in whole or in part from the Water Pollution Control Loan Fund (WPCLF) or the Water Supply Revolving Loan Account (WARLA) as administered by the Ohio EPA-DEFA and the Ohio Water Development Authority (OWDA). The Contractor shall comply with all requirements of these programs. The Owner shall be responsible for progress payments to the Contractor. If the Owner becomes ineligible for further payments due to circumstances which are of no fault of the Contractor, the monthly payments to vendors may be made through the Owner, the OWDA, or both as deemed by the Owner.

The time frame for payment of pay estimates by the Owner and Special Funding Agency(s) may be up to 60 calendar days from the date of receipt of pay estimate from Engineer to Owner. Ohio EPA/DEFA must approve all change orders before the change order may be submitted for payment on a pay estimate.

2.02 Ohio Public Works Commission

A. This project is being funded in part through the Ohio Public Works Commission. Contractor shall provide supplemental information as follows to comply with the various requirements of this agency.

1. IRS Form W-9: This form must be filed prior to the execution of any contract associated with this Project. Proof of submittal is required to be provided the Owner.

2. Vendor Information: Vendors providing services as a part of this project are required to be registered with the State of Ohio in order to assure accurate and up to date company information is on file. Information on registration procedures and related items can be found within the Ohio Office of Budget and Management Supplier Portal https://obm.ohio.gov/wps/portal/gov/obm/areas-of-interest/ohio-suppliers/supplier-portal.

B. OPWC will make payments to contractors through the Electronic Fund Transfer program if the Contractor is enrolled. Contractors are encouraged to participate in this program.

END OF SECTION

Ohio Environmental Protection Agency Construction Forms

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form

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

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

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

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

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

Please use the space below to report any concerns regarding the above EPA-funded project:

Subcontractor Signature	Print Name
Title	**Date**

OMB CONTROL NO. 2030-0020
APPROVAL EXPIRES 06/30/2024

U.S. ENVIRONMENTAL PROTECTION AGENCY MBE/WBE UTILIZATION UNDER FEDERAL GRANTS AND COOPERATIVE AGREEMENTS

This collection of information is approved by OMB under the Paperwork Reduction Act, 44 U.S.C. 3501 et seq. (OMB Control No. 2030-0020). Responses to this collection of information are required to obtain an assistance agreement (40 CFR Part 30, 40 CFR Part 31, and 40 CFR Part 33 for awards made prior to December 26, 2014, and 2 CFR 200, 2 CFR 1500, and 40 CFR Part 33 for awards made after December 26, 2014). An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The public reporting and recordkeeping burden for this collection of information is estimated to be 1 hour per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates and any suggested methods for minimizing respondent burden to the Regulatory Support Division Director, U.S. Environmental Protection Agency (2821T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

1A. REPORTING PERIOD	1B. REPORT TYPE
October 1, – September 30,	☐ Annual ☐ Final Report (Project completed)

1C: Revision of a Prior Year Report? ◯ No ◯ Yes
If yes, what reporting period is being revised and briefly describe the changes made. **Note:** The revised report will replace the associated original report in its entirety.

2A. RECIPIENT UNIQUE ENTITY IDENTIFIER

2B. RECIPENT REPORTING CONTACT

Name:

Email:

Phone:

3. FEDERAL AWARD IDENTIFICATION NUMBER (FAIN)
(For SRF state recipients, please include all numbers for all open assistance agreements being reported on this form.

4A. If NO procurements were made this reporting period (by the recipient, sub-recipient(s), loan recipient(s), and prime contractor(s)), **CHECK and SKIP to Block No. 6**. (Procurements are all expenditures through contract, order, purchase, lease or barter of supplies, equipment, construction, or services needed to complete Federal assistance programs.)

☐

4B. Total Procurements & MBE/WBE Accomplishments This Reporting Period (in dollars)

	Construction	Non-Construction	Total
Total Procurement:	$ _____	$ _____	$ _____
MBE/WBE Combined Procurement:	$ _____	$ _____	$ _____

5A. Good Faith Efforts: If procurements were made, indicate whether your organization has followed the six Good Faith efforts found in 40 CFR Part 33, Subpart C, 40 CFR 33.501 and 2 CFR 200.321.

☐ Yes, my organization has implemented and documented each of the six Good Faith Efforts on the procurements made during this reporting period.

☐ No, my organization has not implemented and documented each of the six Good Faith Efforts on the procurements made during this reporting period.

5B. If procurements were made, but no MBE/WBE procurements are being reported, then check the applicable box(es) for the reason(s) why no MBE/WBE procurements were made.

☐ No MBE/WBE(s) applied ☐ No MBE/WBE(s) were qualified

☐ Other:

6. NAME OF RECIPIENT'S AUTHORIZED REPRESENTATIVE	TITLE
7. SIGNATURE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE	DATE

Instructions:

A. General Instructions:

MBE/WBE utilization is based on 40 CFR Part 33 and 2 CFR Parts 200 and 1500. The reporting requirement reflects the change in the reporting threshold described in Recipient/ Applicant Information Notice-2018-G04 issued by EPA's Office of Grants and Debarment on September 7, 2018 (https://www.epa.gov/grants/rain-2018-g04). EPA Form 5700-52A must be completed annually by recipients of financial assistance agreements where the combined total of funds budgeted for procuring supplies, equipment, construction and services exceeds the current Simplified Acquisition Threshold as set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1. This reporting requirement applies to all new and existing awards and voids all previous reporting requirements.

In determining whether the threshold is exceeded for a particular assistance agreement, the analysis must focus on funds budgeted for procurement under the supplies, equipment, construction, services or "other" categories, and include funds budgeted for procurement under sub- awards or loans.

Reporting will also be required in cases where the details of the budgets of sub-awards/loans are not clear at the time of the grant awards and the combined total of the procurement and sub-awards and/or loans exceeds the Simplified Acquisition Threshold.

For example, if the Simplified Acquisition Threshold is $250,000, then if a recipient has $300,000 budgeted under procurement, then completion of this report is required.

When reporting is required, all procurement actions are reportable, not just the portion which exceeds the Simplified Acquisition Threshold.

If at the time of award the budgeted funds exceed the Simplified Acquisition Threshold but actual expenditures fall below, a report is still required.

If at the time of award, the combined total of funds budgeted for procurements in any category is less than or equal to the Simplified Acquisition Threshold and is maintained below the threshold, no DBE report is required to be submitted.

Recipients are required to report 30 days after the end of each federal fiscal year (i.e. October 30th), per the terms and conditions of the financial assistance agreement.

Final reports are due October 30th or 120 days after the end of the project period, whichever comes first.

MBE/WBE program requirements, including reporting, are material terms and conditions of the financial assistance agreement. Failure to comply may lead to termination of the financial assistance agreement which is then reported to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) pursuant to 2 CFR 200.339(b).

B. Submission:

Recipients must submit completed forms to the point of contact associated with the awarding office for the applicable assistance agreement.
Information on specific points of contact for EPA's Headquarters and ten Regional Offices is located at:

https://www.epa.gov/grants/frequently-asked-questions-disadvantaged-business-enterprises

Questions regarding the completion of this form should be directed to the DBE Coordinator associated with the awarding office for the applicable assistance agreement. A list of the DBE Coordinators for each awarding office can be located here:

https://www.epa.gov/grants/epa-dbe-program-coordinators

c. Instructions:

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

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

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

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

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

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

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

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

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

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

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

5A. Self-explanatory.

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

6. Self-explanatory.

7. Self-explanatory.

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

SECTION 008800 - PREVAILING WAGE REQUIREMENTS

ARTICLE 1 GENERAL

1.01 The Contractor and all Subcontractors shall pay employees at a rate not less than the minimum wages specified in the current wage determination in accordance with the Davis-Bacon Act.

1.02 A copy of the wage determination current at the time of Bid has been included for reference.

ARTICLE 2 LABOR STANDARDS PROVISIONS

2.01 This project is funded in part by the Water Supply Revolving Loan Account (WSRLA) and/or the Water Pollution Control Loan Fund (WPCLF) administered by the Ohio Environmental Protection Agency. Contractors shall comply with the **Federal Labor Standards Provisions** as outlined in the Project Manual.

2.02 The Federal Labor Standards included in the Project Manual apply to any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with the guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in §29 CFR 5.1.

2.03 As outlined in the Federal Labor Standards Provisions, “subrecipient” means the **Village of Frankfort, Ohio.**

ARTICLE 3 CONTRACT WORK HOURS AND SAFETY STANDARDS PROVISIONS

3.01 This project is funded in part by the Water Supply Revolving Loan Account (WSRLA) and/or the Water Pollution Control Loan Fund (WPCLF) administered by the Ohio Environmental Protection Agency. Contractors shall comply with the **Contract Work Hours and Safety Standards Act** as outlined in the Project Manual.

3.02 The Contract Work Hours and Safety Standards Act included in the Project Manual applies to any contract in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These provisions are in addition to the provisions outlined for contracts in excess of $2,000.

3.03 As outlined in the Contract Work Hours and Safety Standards Act, the terms “laborers” and ”mechanics” include watchmen and guards.

END OF SECTION

"General Decision Number: OH20260001 09/17/2026

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
5	09/17/2026

BROH0001-001 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

BROH0001-004 06/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 32.40	19.30

BROH0003-002 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

BROH0005-003 06/01/2020

	Rates	Fringes
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
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: 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: 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

BROH0006-005 06/01/2024

	Rates	Fringes
BRICKLAYER, STONEMASON (CARROLL, COLUMBIANA (KNOX, BUTLER, WEST & HANOVER TOWNSHIPS), STARK & TUSCARAWAS)	$ 33.39	20.06

BROH0007-002 06/01/2024

	Rates	Fringes
BRICKLAYER, STONEMASON (LAWRENCE)	$ 33.39	20.06

BROH0007-005 06/01/2023

	Rates	Fringes
BRICKLAYER (PORTAGE & SUMMIT)	$ 32.40	19.30

BROH0007-010 06/01/2024

	Rates	Fringes
MASON - STONE (PORTAGE & SUMMIT)	$ 33.39	20.06

BROH0008-001 06/01/2024

	Rates	Fringes
BRICKLAYER (COLUMBIANA (SALEM, PERRY, FAIRFIELD, CENTER, ELK RUN, MIDDLETON, & UNITY TOWNSHIPS AND		

THE CITY OF NEW WATERFORD), MAHONING & TRUMBULL)....$ 33.39 20.06

BROH0009-002 06/01/2024

	Rates	Fringes
BRICKLAYER, STONEMASON (BELMONT & MONROE COUNTIES AND THE TOWNSHIPS OF WARREN & MT. PLEASANT AND THE VILLAGE OF DILLONVALE IN JEFFERSON COUNTY).....	$ 33.39	20.06
REFRACTORY (BELMONT & MONROE COUNTIES AND THE TOWNSHIPS OF WARREN & MT. PLEASANT AND THE VILLAGE OF DILLONVALE IN JEFFERSON COUNTY).....	$ 31.45	19.01

BROH0010-002 06/01/2024

	Rates	Fringes
BRICKLAYER, STONEMASON (COLUMBIANA (ST. CLAIR, MADISON, WAYNE, FRANKLIN, WASHINGTON, YELLOW CREEK & LIVERPOOL TOWNSHIPS) & JEFFERSON (BRUSH CREEK & SALINE TOWNSHIPS)).....	$ 33.39	20.06

BROH0014-002 06/01/2024

	Rates	Fringes
BRICKLAYER, STONEMASON (HARRISON & JEFFERSON (EXCEPT MT. PLEASANT, WARREN, BRUSH CREEK, SALINE & SALINEVILLE TOWNSHIPS & THE VILLAGE OF DILLONVALE)).....	$ 33.39	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 05/01/2025

	Rates	Fringes
CARPENTER & PILEDRIVERMEN (BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE, GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN)	$ 35.94	23.59
DIVER (BROWN, BUTLER, CHAMPAIGN, CLARK, CLERMONT, CLINTON, DARKE, GREENE, HAMILTON, LOGAN, MIAMI, MONTGOMERY, PREBLE, SHELBY & WARREN)	$ 40.58	9.69

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 05/01/2025

	Rates	Fringes
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
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
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

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 (COSHOCTON, 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

	Rates	Fringes
CARPENTER (LUCAS & WOOD)	$ 35.44	27.56

CARP0351-006 05/01/2025

	Rates	Fringes

CARPENTER (DEFIANCE, FULTON, HANCOCK, HENRY, PAULDING & WILLIAMS COUNTIES).....$ 32.05 26.13

CARP0372-002 05/01/2025

	Rates	Fringes
CARPENTER (ALLEN, AUGLAIZE, HARDIN, MERCER, PUTNAM & VAN WERT)	$ 31.80	26.33

CARP0435-005 05/01/2025

	Rates	Fringes
CARPENTER (ASHTABULA, CUYAHOGA, GEAUGA & LAKE)	$ 38.57	24.64

CARP0735-001 05/01/2025

	Rates	Fringes
CARPENTER (ASHLAND, HURON & RICHLAND)	$ 34.67	23.57

CARP0735-002 05/01/2025

	Rates	Fringes
CARPENTER (LORAIN)	$ 38.42	24.01

CARP0735-004 05/01/2025

	Rates	Fringes
CARPENTER (ERIE)	$ 36.71	24.14

CARP0744-001 05/01/2025

	Rates	Fringes
CARPENTER (CRAWFORD, OTTAWA, SANDUSKY, SENECA & WYANDOT)	$ 33.74	27.05

CARP1090-002 05/01/2025

	Rates	Fringes
PILEDRIVERMEN & 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

	Rates	Fringes
DIVER, WET (BELMONT, HARRISON, & MONROE)	$ 58.52	24.91
PILEDRIVERMEN; DIVER, DRY (BELMONT, HARRISON, & MONROE)	$ 39.01	24.91

CARP1090-004 05/01/2025

	Rates	Fringes
DIVER, WET (CARROLL, STARK, TUSCARAWAS & WAYNE)	$ 49.82	25.40
PILEDRIVERMEN; DIVER, DRY (CARROLL, STARK, TUSCARAWAS & WAYNE)	$ 33.21	25.40

CARP1090-005 05/01/2025

	Rates	Fringes
DIVER, WET (ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE, LORAIN, MEDINA, PORTAGE, RICHLAND & SUMMIT)	$ 54.51	27.50
PILEDRIVERMEN; DIVER, DRY (ASHLAND, ASHTABULA, CUYAHOGA, ERIE, GEAUGA, HURON, LAKE, LORAIN, MEDINA, PORTAGE, RICHLAND & SUMMIT)	$ 36.34	27.50

CARP1090-006 05/01/2025

	Rates	Fringes
DIVER, WET (COSHOCTON, HOLMES, KNOX & MORROW)	$ 54.36	22.54
PILEDRIVERMEN; DIVER, DRY (COSHOCTON, HOLMES, KNOX & MORROW)	$ 36.24	22.54

CARP1090-007 05/01/2025

	Rates	Fringes
DIVER, WET (MAHONING & TRUMBULL)	$ 50.85	24.82
PILEDRIVERMEN; DIVER, DRY (MAHONING & TRUMBULL)	$ 33.90	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 05/27/2024

	Rates	Fringes
CABLE SPLICER (DEFIANCE, FULTON, HANCOCK, HENRY, LUCAS, OTTAWA, PAULDING, PUTNAM, SANDUSKY, SENECA, WILLIAMS & WOOD)	$ 38.98	18.96
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: COMMUNICATIONS TECHNICIAN (CUYAHOGA, GEAUGA (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
SOUND & COMMUNICATION TECHNICIAN: INSTALLER TECHNICIAN (CUYAHOGA, GEAUGA (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

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

ELEC0071-010 01/06/2025

	Rates	Fringes
LINE CONSTRUCTION: EQUIPMENT OPERATOR (STATEWIDE)	$ 40.44	17.71
LINE CONSTRUCTION: GROUNDMAN (STATEWIDE)	$ 29.07	14.97
LINE CONSTRUCTION: LINEMAN & CABLE SPLICERS (STATEWIDE)	$ 46.02	19.04

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: CABLE PULLER (CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN (WAYNE, CLEAR CREEK & FRANKLIN TOWNSHIPS))	$ 13.85	5.30
SOUND & COMMUNICATION TECHNICIAN:		

INSTALLER/TECHNICIAN (CLINTON, DARKE, GREENE, MIAMI, MONTGOMERY, PREBLE & WARREN (WAYNE, CLEAR CREEK & FRANKLIN TOWNSHIPS))..... $ 27.70 15.71

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 06/02/2025

	Rates	Fringes
CABLE SPLICER (BELMONT COUNTY).....	$ 42.94	27.74
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: 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
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: 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

ELEC0245-003 01/01/2025

	Rates	Fringes
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

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: 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: 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: 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: 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: 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

ELEC0245-004 01/01/2025

	Rates	Fringes
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
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: 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: 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: 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

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
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
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

ELEC0317-002 06/02/2025

	Rates	Fringes
CABLE SPLICER (GALLIA & LAWRENCE).....	$ 32.68	18.13
ELECTRICIAN (GALLIA & LAWRENCE).....	$ 41.15	29.35

ELEC0540-005 06/30/2025

	Rates	Fringes
ELECTRICIAN (CARROLL (NORTHERN HALF, INCLUDING FOX, HARRISON, ROSE & WASHINGTON TOWNHSHIPS), 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 09/01/2025

	Rates	Fringes
CABLE SPLICER (BUTLER AND WARREN COUNTIES (DEERFIELD, HAMILTON, HARLAN, MASSIE, SALEM, TURTLE CREEK, UNION & WASHINGTON TOWNSHIPS)).....	$ 30.50	18.23
ELECTRICIAN (BUTLER AND WARREN COUNTIES (DEERFIELD, HAMILTON, HARLAN, MASSIE, SALEM, TURTLE CREEK, UNION & WASHINGTON TOWNSHIPS)).....	$ 38.00	24.16

ELEC0673-004 05/26/2025

	Rates	Fringes
CABLE SPLICER (ASHTABULA (EXCLUDING ORWELL, COLEBROOK, WILLIAMSFIELD, WAYNE & WINDSOR TOWNSHIPS), GEAUGA (BURTON, CHARDON, CLARIDON, HAMBDEN, HUNTSBURG, MONTVILLE, MUNSON, NEWBURY & THOMPSON TOWNSHIPS) AND LAKE COUNTIES).....	$ 33.81	21.47

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

ELEC0683-002 06/02/2025

	Rates	Fringes
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
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

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
CABLE SPLICER (ATHENS, MEIGS, MONROE, MORGAN, NOBLE, VINTON (BROWN, KNOX, MADISON, VINTON & WILKESVILLE TOWNSHIPS), AND WASHINGTON COUNITES)	$ 40.25	33.33
ELECTRICIAN (ATHENS, MEIGS, MONROE, MORGAN, NOBLE, VINTON (BROWN, KNOX, MADISON, VINTON & WILKESVILLE TOWNSHIPS), AND WASHINGTON COUNITES)	$ 40.00	33.32

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 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

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 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 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 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 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 7- BOOM FROM 180 AND OVER. (ASHTABULA, CUYAHOGA, ERIE, GEAUGA, LAKE, LORAIN, MEDINA, PORTAGE, AND SUMMIT COUNTIES).$ 46.63 16.41

ENGI0018-004 05/01/2024

	Rates	Fringes

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 9SINGLE 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 OPERATORON); ROTARY DRILL, ON CAISSON WORK; ROUGH TERRAIN FORK LIFT WITH WINCH/HOIST; SIDE-BOOM; SLIP-FORM PAVER; TOWER DERRICK; TREE SHREDDER; TRENCH MACHINE (OVER 24' WIDE); TRUCK MOUNTED CONCRETE PUMP; TUG BOAT; TUNNEL MACHINE AND/OR MINING MACHINE; AND WHEEL EXCAVATOR. (ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON,

CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, AND YANDOT COUNTIES).....$ 44.14 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 MRE THAN 48""; BULLDOZER; ENDLOADER; HYDRO MILLING MACHINE; HORIZONTAL DIRECTIONAL DRILL (OVER 50,000 FT. LBS. THURUST); KOLMAN-TYPE LOADER (PRODUCTION TYPE-DIRT); LEAD GREASEMAN; LIGHTING & TRAFFIC SIGNAL INSTALLATION EQUIPMENT (INCLUDES ALL GROUPS OR CLASSIFICATIONS); MATERIAL TRANSFER EQUIPMENT (SHUTTLE BUGGY); ASHPHALT; PETTIBONE-RAIL EQUIPMENT; POWER GRADER; POWER SCRAPER; PUSH CAT; ROTOMILL (ALL), GRINDERS & PLANERS OF ALL TYPES; TRENCH MACHINE (24' WIDE & UNDER); AND VERMEER TYPE CONCRETE SAW. (ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, AND YANDOT COUNTIES).....$ 44.02 16.41

POWER EQUIPMENT OPERATOR: GROUP 3- A-FRAME; AIR COMPRESSOR ON TUNNEL WORK (LOW PRESSURE); ASPHALT PLANT ENGINEER; BOBCAT-TYPE AND/OR SKID STEER LOADER WITH OR WITHOUT ATTACHMENTS; HIGHWAY DRILLS (ALL TYPES); LOCOMOTIVE (NARROW GAUGE); MATERIAL HOIST/ELEVATOR; MIXER, CONCRETE (MORE THAN ONE BAG CAPACITY); MIXER, ONE BAG CAPACITY (SIDE LOADER); POWER BOILER (OVER 15 LBS. PRESSURE) PUMP OPERATOR INSTALLING & OPERATING WELL POINTS; PUMP (4' & OVER DISCHARGE); RAILROAD TIE INSERTER/REMOVER; ROLLER, ASPHALT; ROTOVATOR (LIME SOIL STABILIZER); SWITCH & TIE TAMPERS (WITHOUT LIFTING & ALIGNING DEVICE); UTILITY OPERATOR (SMALL EQUIPMENT); AND WELDING MACHINES: ARTICULATING/STRAIGHT BED END DUMPS IF ASSIGNED (MINUS $4.00 PER HOUR). (ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM,

NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, AND YANDOT COUNTIES).....$ 42.98 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); FORK LIFT; FORM TRENCHER; HYDRO HAMMER EXCEPT 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. (ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, AND YANDOT COUNTIES).....$ 41.80 16.41

POWER EQUIPMENT OPERATOR: GROUP 5- COMPRESSOR (PORTABLE, SEWER, HEAVY & HIGHWAY); DRUM FIREPERSON (ASPHALT PLANT); GENERATOR; MASONARY FORKLIFT; INBOARD-OUTBOARD MOTOR BOAT LAUNCH; OIL HEATER (ASPHALT PLANT); OILER/HELPER; POWER DRIVEN HEATER; POWER SWEEPER & SCRUBBER; PUMP (UNDER 4' DISCHARGE); SIGNALPERSON; TIRE REPAIRPERSON; VAC/ALLS; CRANES-COMPACT, TRACK OR RUBBER UNDER 4,000 POUND CAPACITY; FUELING AND GREASING; AND CHAINMEN. (ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, AND YANDOT COUNTIES).....$ 36.34 16.41

POWER EQUIPMENT OPERATOR: GROUP 6- MASTER MECHANIC & BOOM FROM 150 TO 180. (ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON,

CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, AND YANDOT COUNTIES).....$ 45.14 16.41

POWER EQUIPMENT OPERATOR: GROUP 7- BOOM FROM 180 AND OVER. (ADAMS, ALLEN, ASHLAND, ATHENS, AUGLAIZE, BELMONT, BROWN, BUTLER, CARROLL, CHAMPAIGN, CLARK, CLERMONT, CLINTON, COSHOCTON, CRAWFORD, DARKE, DEFIANCE, DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, FULTON, GALLIA, GREENE, GUERNSEY, HAMILTON, HANCOCK, HARDIN, HARRISON, HENRY, HIGHLAND, HOCKING, HOLMES, HURON, JACKSON, JEFFERSON, KNOX, LAWRENCE, LICKING, LOGAN, LUCAS, MADISON, MARION, MEIGS, MERCER, MIAMI, MONROE, MONTGOMERY, MORGAN, MORROW, MUSKINGUM, NOBLE, OTTAWA, PAULDING, PERRY, PICKAWAY, PIKE, PREBLE, PTNAM, RICHLAND, ROSS, SANDUSKY, SCIOTO, SENECA, SHELBY, STARK, TUSCARAWAS, UNION, VAN WERT, VINTON, WARREN, WASHINGTON, WAYNE, WILLIAMS, WOOD, AND YANDOT COUNTIES).....$ 45.14 16.41

ENGI0066-023 06/01/2023

	Rates	Fringes
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
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 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 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 MANIUPLATOR 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 5 - BRAKEPERSON; FIREPERSON; & OILER. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....$ 25.94 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: 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 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 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 MANIUPLATOR 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).$ 34.52 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: 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: 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 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 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 MANIUPLATOR 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).$ 31.65 24.30

POWER EQUIPMENT OPERATOR: HAZARDOUS/TOXIC WASTE PROJECTS GROUP 5 - C & D - BRAKEPERSON; FIREPERSON; & OILER. (COLUMBIANA, MAHONING & TRUMBULL COUNTIES).....$ 28.53 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: 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
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

IRON0055-003 07/01/2024

	Rates	Fringes
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 LINE DRAWN FROM MAYSVILLE TO A POINT 4 MILES SOUTH OF THE NORTHEN LINE OF THE EASTERN LINE), HENRY, HURON (WEST OF A LINE DRAWN FROM THE NORTHERN BORDER THROUGH MONROEVILLE & WILLARD), LUCAS, OTTAWA, PUTNAM (EAST OF A LINE DRAWN FROM THE NORTHERN BORDER DOWN THROUGH MILLER CITY TO WHERE #696 MEETS THE SOURTHERN BORDER), SANDUSKY, SENECA, WILLIAMS (EAST OF A LINE DRAWN FROM PIONEER THROUGH STRYKER TO THE SOUTHERN BORDER), WOOD & WYANDOT (NORTH OF RTE. #30))	$ 29.77	21.30
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		

LINE DRAWN FROM MAYSVILLE TO A POINT 4 MILES SOUTH OF THE NORTHEN LINE OF THE EASTERN LINE), HENRY, HURON (WEST OF A LINE DRAWN FROM THE NORTHERN BORDER THROUGH MONROEVILLE & WILLARD), LUCAS, OTTAWA, PUTNAM (EAST OF A LINE DRAWN FROM THE NORTHERN BORDER DOWN THROUGH MILLER CITY TO WHERE #696 MEETS THE SOURTHERN BORDER), SANDUSKY, SENECA, WILLIAMS (EAST OF A LINE DRAWN FROM PIONEER THROUGH STRYKER TO THE SOUTHERN BORDER), WOOD & WYANDOT (NORTH OF RTE. #30))..... $ 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 LINE DRAWN FROM MAYSVILLE TO A POINT 4 MILES SOUTH OF THE NORTHEN LINE OF THE EASTERN LINE), HENRY, HURON (WEST OF A LINE DRAWN FROM THE NORTHERN BORDER THROUGH MONROEVILLE & WILLARD), LUCAS, OTTAWA, PUTNAM (EAST OF A LINE DRAWN FROM THE NORTHERN BORDER DOWN THROUGH MILLER CITY TO WHERE #696 MEETS THE SOURTHERN BORDER), SANDUSKY, SENECA, WILLIAMS (EAST OF A LINE DRAWN FROM PIONEER THROUGH STRYKER TO THE SOUTHERN BORDER), WOOD & WYANDOT (NORTH OF RTE. #30))..... $ 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 LINE DRAWN FROM MAYSVILLE TO A POINT 4 MILES SOUTH OF THE NORTHEN LINE OF THE EASTERN LINE), HENRY, HURON (WEST OF A LINE DRAWN FROM THE NORTHERN BORDER THROUGH MONROEVILLE & WILLARD), LUCAS, OTTAWA, PUTNAM (EAST OF A LINE DRAWN FROM THE NORTHERN BORDER DOWN THROUGH MILLER CITY TO WHERE #696 MEETS THE SOURTHERN BORDER), SANDUSKY, SENECA, WILLIAMS (EAST OF A LINE DRAWN FROM PIONEER THROUGH STRYKER TO THE SOUTHERN BORDER), WOOD & WYANDOT (NORTH OF RTE. #30))..... $ 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: 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
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

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 EAST MONROE TO MARSHALL), LOGAN (WEST OF A LINE DRAWN FROM WEST LIBERTY TO WHERE THE NORTHERN COUNTY LINE MEETS THE WESTERN COUNTY LINE OF HARDIN), MERCER (SOUTHERN HALF), MIAMI, MONTGOMERY, PREBLE, SHELBY, & WARREN (EXCLUDING SOUTH OF A LINE DRAWN FROM BLANCHESTER THROUGH MORROW TO THE WESTERN COUNTY LINE) COUNTIES)	$ 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

LABO0265-008 05/01/2024

	Rates	Fringes
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 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 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 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 14.45

LABORER GROUP 4- MINER (WITH AIR-PRESSURIZED - $1.00 PREMIUM); & GUNITE NOZZLE PERSON. TUNNEL LABORER WITH AIR-PRESSURIZED ADD $1.00 TO BASE RATE SIGNAL PERSON WILL RECEIVE THE RATE EQUAL TO THE RATE PAID THE LABORER CLASSIFICATION FOR WHICH HE OR SHE IS SIGNALING. (REMAINING COUNTIES OF OHIO) ..$ 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: 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 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
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 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 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 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 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 3- SPRAY PAINTING.	$ 29.95	18.95

PAIN0007-002 07/01/2025

	Rates	Fringes
PAINTER: NEW COMMERCIAL WORK: GROUP 1- BRUSH; SPRAY & SANDBLASTING POT TENDER. (REPAINT IS 90% OF GROUP RATE) (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH, & GENOVA) & WOOD COUNTIES)	$ 33.66	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) (REPAINT IS 90% OF GROUP RATE) (FULTON, HENRY, LUCAS, OTTAWA (EXCLUDING ALLEN, BAY, BONO, CATAWBA ISLAND, CLAY CENTER, CURTICE, DANBURY, EAGLE BEACH, ELLISTON, ELMORE, ERIE, FISHBACK, GEM BEACH, & GENOVA) & WOOD COUNTIES)	$ 34.66	23.88
PAINTER: NEW COMMERCIAL WORK: GROUP 3- SWING STAGE & CHAIR (REPAINT IS 90% OF GROUP RATE) (FULTON,		

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

PAIN0012-008 05/01/2019

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

PAIN0012-010 05/01/2019

	Rates	Fringes
PAINTER HEAVY & HIGHWAY BRIDGES- GUARDRAILS-LIGHTPOLES- STRIPING BRIDGE EQUIPMENT TENDER AND CONTAINMENT BUILDER (BROWN, CLERMONT,		

HAMILTON & WARREN)	$ 21.95	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 BRUSH & ROLLER (BROWN, CLERMONT, HAMILTON & WARREN)	$ 25.30	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 SPRAY (BROWN, CLERMONT, HAMILTON & WARREN)	$ 25.80	10.20

PAIN0093-001 12/01/2024

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

PAIN0249-002 05/01/2025

	Rates	Fringes
PAINTER: GROUP 1: BRUSH & ROLLER (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE)	$ 29.15	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 3: SPRAY; SANDBLAST; STEAMCLEAN; LEAD ABATEMENT (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE)	$ 29.90	13.97
PAINTER: GROUP 4: STEEPLEJACK WORK (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE)	$ 30.10	13.97
PAINTER: GROUP 5: COAL TAR (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE)	$ 30.65	13.97
PAINTER: GROUP 6: BRIDGE EQUIPMENT TENDER & OR CONTAINMENT BUILDER (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE)	$ 37.86	13.97
PAINTER: GROUP 7: TANKS, STACKS & TOWERS (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE)	$ 33.86	13.97
PAINTER: GROUP 8: BRIDGE BLASTER, RIGGER (CLARK, DARKE, GREENE, MIAMI, MONTGOMERY & PREBLE)	$ 40.86	13.97

PAIN0356-002 09/01/2009

	Rates	Fringes
PAINTER: BRIDGE EQUIPMENT TENDERS AND CONTAINMENT BUILDERS (KNOX, LICKING, MUSKINGUM, AND PERRY)	$ 27.93	7.25
PAINTER: BRIDGES; BLASTERS; AND RIGGERS (KNOX, LICKING, MUSKINGUM, AND PERRY)	$ 34.60	7.25
PAINTER: BRUSH AND ROLLER (KNOX, LICKING, MUSKINGUM, AND PERRY)	$ 20.93	7.25
PAINTER: SANDBLASTING; STEAM CLEANING; WATERBLASTING; AND HAZARDOUS WORK (KNOX, LICKING, MUSKINGUM, AND PERRY)	$ 25.82	7.25
PAINTER: SPRAY (KNOX, LICKING, MUSKINGUM, AND PERRY)	$ 21.40	7.25

PAINTER: STRUCTURAL STEEL AND SWING STAGE (KNOX, LICKING, MUSKINGUM, AND PERRY).....$ 25.42 7.25
PAINTER: TANKS; STACKS; AND TOWERS (KNOX, LICKING, MUSKINGUM, AND PERRY).....$ 28.63 7.25

PAIN0438-002 12/01/2023

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

PAIN0476-001 06/01/2025

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

PAIN0555-002 01/01/2025

	Rates	Fringes
PAINTER: GROUP 1- CONTAINMENT BUILDER (ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO)	$ 33.32	21.54
PAINTER: GROUP 2- BRUSH; ROLLER; POWER TOOLS, UNDER 40 FEET (ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO)	$ 35.02	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 4- STACKS; BRIDGES (ADAMS, HIGHLAND, JACKSON, PIKE & SCIOTO)	$ 40.03	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: 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 $.50 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK: WHILE WORKING SWINGSTAGE, BOATSWAIN CHAIR, NEEDLE BEAM AND HORIZONTAL CABLE. WHILE OPERATING SPRAYGUNS, SANDBLASTING, COBBLASTING AND HIGH PRESSURE WATERBLASTING (4000PSI). $1.00 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK: FOR THE APPLICATION OF CATALIZED EPOXY, INCLUDING LATEX EPOXY THAT IS DEEMED HAZARDOUS, LEAD ABATEMENT, OR FOR WORK OR MATERIAL WHERE SPECIAL PRECAUTIONS BEYOND NORMAL WORK DUTIES MUST BE TAKEN. FOR WORKING ON STACKS, TANKS, AND TOWERS OVER 40 FEET IN HEIGHT	$ 29.13	17.52
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 $.50 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK: WHILE WORKING SWINGSTAGE, BOATSWAIN CHAIR, NEEDLE BEAM AND HORIZONTAL CABLE. WHILE OPERATING SPRAYGUNS, SANDBLASTING, COBBLASTING AND HIGH PRESSURE WATERBLASTING (4000PSI). $1.00 PER HOUR SHALL BE ADDED TO THE RATE OF PAY FOR THE CLASSIFICATION OF WORK: FOR THE APPLICATION OF CATALIZED EPOXY, INCLUDING LATEX EPOXY THAT IS DEEMED HAZARDOUS, LEAD ABATEMENT, OR FOR WORK OR MATERIAL WHERE SPECIAL PRECAUTIONS BEYOND NORMAL WORK DUTIES MUST BE TAKEN. FOR WORKING ON STACKS, TANKS, AND TOWERS OVER 40 FEET IN HEIGHT	$ 30.73	17.52

PAIN0813-005 12/01/2008

	Rates	Fringes
PAINTER: BASE RATE (GALLIA, LAWRENCE, MEIGS & VINTON)	$ 24.83	10.00
PAINTER: BRIDGES, LOCKS, DAMS & TENSION TOWERS (GALLIA, LAWRENCE, MEIGS & VINTON)	$ 27.83	10.00

PAIN0841-001 07/01/2025

	Rates	Fringes
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
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 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 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 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 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 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

PAIN0841-002 07/01/2025

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

PAIN1020-002 07/01/2025

	Rates	Fringes
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
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: 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: 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: 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: 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

PAIN1275-002 05/01/2025

	Rates	Fringes
PAINTER: BRIDGES (DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION).....	$ 37.26	15.16
PAINTER: BRUSH; ROLLER (DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION).....	$ 30.20	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: SPRAY (DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION).....	$ 32.15	15.16
PAINTER: STACKS; TANKS; & TOWERS (DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION).....	$ 34.46	15.16
PAINTER: STRUCTURAL STEEL & SWING STAGE (DELAWARE, FAIRFIELD, FAYETTE, FRANKLIN, MADISON, PICKAWAY, ROSS & UNION).....	$ 30.50	15.16

PLAS0109-001 06/01/2025

	Rates	Fringes
PLASTERER (MEDINA, PORTAGE, STARK, AND SUMMIT COUNTIES).....	$ 33.00	23.83

PLAS0109-003 06/01/2025

	Rates	Fringes
PLASTERER (CARROLL, HOLMES, TUSCARAWAS, AND WAYNE COUNTIES).....	$ 33.00	23.83

PLAS0132-002 07/01/2025

	Rates	Fringes
PLASTERER (BROWN, BUTLER, CLERMONT, HAMILTON, HIGHLAND, WARREN COUNTIES).....	$ 31.35	17.65

PLAS0404-002 05/01/2018

	Rates	Fringes
PLASTERER (ASHTABULA, CUYAHOGA, GEAUGA, AND LAKE COUNTIES)	$ 29.63	17.11

PLAS0404-003 05/01/2018

	Rates	Fringes
PLASTERER (LORAIN COUNTY)	$ 28.86	17.11

PLAS0526-022 05/01/2018

	Rates	Fringes
PLASTERER (COLUMBIANA, MAHONING, AND TRUMBULL COUNTIES)	$ 28.86	17.11

PLAS0526-023 05/01/2018

	Rates	Fringes
PLASTERER (BELMONT, HARRISON, AND JEFFERSON COUNTIES)	$ 28.21	17.11

PLAS0886-001 07/01/2025

	Rates	Fringes
PLASTERER (FULTON, HANCOCK, HENRY, LUCAS, PUTNAM, AND WOOD COUNTIES)	$ 36.65	25.60

PLAS0886-003 07/01/2025

	Rates	Fringes
PLASTERER (DEFIANCE, ERIE, HURON, OTTAWA, PAULDING, SANDUSKY, AND SENECA)	$ 36.65	25.60

PLAS0886-004 07/01/2025

	Rates	Fringes
PLASTERER (ALLEN, AUGLAIZE, HARDIN, LOGAN, MERCER, AND VAN WERT)	$ 35.29	23.07

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 (NORTHEN 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 MCCONNELSVILLE 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 1- ASPHALT DISTRIBUTOR; BATCH; 4- WHEEL SERVICE; 4-WHEEL DUMP; OIL DISTRIBUTOR & TANDEM (STATEWIDE, EXCEPT CUYAHOGA, GEAUGA & LAKE)	$ 34.26	18.85
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

TEAM0436-002 05/01/2025

	Rates	Fringes
TRUCK DRIVER: GROUP 1- STRAIGHT & DUMP, STRAIGHT FUEL (CUYAHOGA, GEAUGA & LAKE)	$ 34.92	19.30
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

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"

SECTION 008900 - PERMITS

ARTICLE 1 PERMITS OBTAINED BY THE OWNER

1.01 The following permits were obtained or are being coordinated by the Owner related to this Project:

A. Ross County Engineer – County Road Permit

1.02 The above permits have been included as attachments to this section or will be provided to the Contractor in advance of issuance of the Notice to Proceed for this Project. Contractor shall comply with all provisions of these permits and shall be responsible for notifications as required by these permits.

ARTICLE 2 PERMITS OBTAINED BY CONTRACTOR

2.01 Contractor shall obtain all other permits required for the Work.

2.02 Any permits required for dewatering operations shall be obtained and paid for by Contractor.

END OF SECTION

SECTION 009113 - ADDENDA

ARTICLE 1 GENERAL

1.01 All Addenda issued by the OWNER/ENGINEER shall be inserted into this section.

1.02 If Addenda are issued, all prospective bidders are hereby notified that the Addenda forms a part of the Bidding and Contract documents and modifies the original bidding and contract documents issued. Acknowledge receipt of this addendum in the space provided in the bid proposal section of the specifications. Failure to do so may subject the bidder to disqualification.

END OF SECTION

Work Change Directive

No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

You are directed to proceed promptly with the following change(s):

Item No.	Description

Attachments (list documents supporting change):

Purpose for Work Change Directive:

☐ Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

☐ Nonagreement on pricing of proposed change.

☐ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

Estimated change in Contract Price and Contract Times:

Contract Price $ _____ (increase/decrease) Contract Time _____ (increase/decrease)
days

If the change involves an increase, the estimated amounts are not to be exceeded without further authorization.

Recommended for Approval by Engineer:	Date
Authorized for Owner by:	Date
Accepted for Contractor by:	Date
Approved by Funding Agency (if applicable):	Date:

State of Ohio

WATER SUPPLY REVOLVING LOAN ACCOUNT (or DWAF)

CONTRACT CHANGE ORDER

RECIPIENT _____ CHANGE ORDER NBR _____

LOAN NUMBER _____ CONTRACT _____

OWDA PROJECT No. _____ DATE _____

Description of Change:

RECOMMENDED BY: _____ DATE: _____
(Engineer)

APPROVED BY: _____ DATE: _____
(Recipient)

ACCEPTED BY: _____ DATE: _____
(Contractor)

_____
(Company)

Original Contract Amt		OWDA APPROVAL The above proposal is hereby accepted and I recommend that it be approved and made a part of the contract noted above. The approval does not constitute an increase in the total loan amount, but represents approval for the work.
Previous Changes (+ / --)		
This Change (+ / --)		
Adjusted Contract Amt		

Ohio EPA Acceptance	Chief Engineer
Date	Date

Field Order

No. _____

Date of Issuance: _____ Effective Date: _____

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

Attention:
You are hereby directed to promptly execute this Field Order issued in accordance with General Conditions Paragraph 9.05A., for minor changes in the Work without changes in Contract Price or Contract Times. If you consider that a change in Contract Price or Contract Times is required, please notify the Engineer immediately and before proceeding with this Work.

Reference: _____ _____
(Specification Section(s)) (Drawing(s) / Detail(s))

Description: _____

Attachments: _____

	Engineer:

Receipt Acknowledged by (Contractor):	Date:

Copy to Owner

SECTION 011100 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Project Scope and Location

B. Owner Supplied Products

C. Contractor Use of Site

D. Existing Services, Structures and Underground Facilities

E. Protection of Work and Improvements

F. Schedules and Work Sequence

G. Owner Occupancy

1.2 PROJECT SCOPE AND LOCATION

A. This project generally consists of cleaning, televising and lining approximately 5,330 feet of 8" sanitary gravity main, nine manhole repairs and related appurtenances, with allowances for manhole and point repairs and alternate bid items of cleaning and televising 4,483 feet of 8” sanitary gravity main.

B. Contractor shall provide all items, articles, materials, operations or methods mentioned or scheduled on the Drawings or herein specified: including all labor, supervision, equipment, incidentals, taxes and permits necessary to complete the Work as described within the Contract Documents. Contractor shall install all items provided by Owner as mentioned or scheduled on the Drawings or herein specified.

1.3 OWNER SUPPLIED PRODUCTS

A. None.

1.4 CONTRACTOR USE OF SITE

A. Access to Site: Limited to Contractor.

B. Construction Operations: Easements were not obtained for this project. Contractor shall contain operations to within the rights-of-way, easements or lands upon which the work is to be performed.

1.5 EXISTING SERVICES, STRUCTURES AND UNDERGROUND FACILITIES

A. Should unchartered or incorrectly charted piping or other utilities be encountered during installation, notify Owner and consult with utility owner immediately for directions.

B. Cooperate with Owner and utility companies in keeping respective services and facilities in operation and repair any damaged utilities to the satisfaction of the utility owner.

C. Contractor shall not interrupt existing utilities serving facilities occupied and used by the Owner or others, except when permitted in writing by the Owner.

D. Any accidental interruption of services shall be repaired immediately, including provision of temporary facilities until permanent repairs can be made.

E. Existing underground facilities may consist of gas lines, water lines, storm sewers, and buried telephone and electric cables. The utilities shown on the Drawings are based on data furnished by the utility companies listed in the Drawings and on field observations and are believed to be reasonably accurate.

F. Contractor shall notify the Ohio Utilities Protection Service (OUPS), (1-800-362-2764), and any other non-OUPS utility a minimum of 48 hours prior to commencing work on the project to coordinate the marking of utilities in the field. Based on information made available by the various utility companies, the companies shown in the Drawings have facilities in the area.

G. Contractor shall proceed with caution in the excavation and preparation of the Site so the exact location of structures and Underground Facilities can be determined. Contractor shall include in Contract Price any costs for temporary or permanent relocations of such structures and Underground Facilities required to complete the Work unless specifically indicated otherwise in the Specifications.

H. Contractor shall keep an accurate and complete record of all such structures and Underground Facilities encountered and shall provide the Owner a copy of this record. The record shall include a description of the item encountered, opinion as to condition, and adequate measurements and depths so that the item can be located in the future.

I. Contractor shall inspect all structures and Underground Facilities for condition and soundness. Unsound conditions shall be reported to the structure or facility owner immediately after exposing. Contractor shall not proceed with the work until the structure or facility owner has been notified. Owner shall then be given time to inspect and correct, if required, the structure or Underground Facility. Contractor shall make claim under the provisions of Articles 11 and 12 of the General Conditions should the Contractor feel a price or time adjustment is justified.

J. Any additional costs incurred because of the failure of the Contractor to report the condition of any and all existing structure or Underground Facility encountered shall be paid by the Contractor.

K. Whenever the Engineer feels it is necessary to explore and excavate to determine the location of existing structures and Underground Facilities, the Contractor shall make explorations and excavations for such purposes. If Contractor is required to perform additional work in making the explorations and excavations, extra compensation will be allowed as provided for in the General Conditions.

1.6 PROTECTION OF WORK AND IMPROVEMENTS

A. Contractor shall protect the property of the Owner, existing improvements, and the Work installed by the Contractor and others from abuse, damage, dust, debris, and other objectionable materials resulting from construction activities.

B. Contractor shall provide suitable covers, partitions, or other dust and fume containment devices to suit construction operations.

C. Contractor shall keep property, existing improvements and the Work, including structures, mains, fittings and accessories free from dirt and foreign matter at all times.

D. Contractor shall provide temporary plugging of openings, holes and pipe ends that are existing or that the Contractor has installed.

E. Property, improvements and Work damaged by Contractor shall be repaired or replaced by Contractor to the satisfaction of the Owner.

1.7 SCHEDULES AND WORK SEQUENCE

A. Contractor shall provide schedules for performance of the Work in accordance with the provision set forth within the General Conditions. The schedule(s) shall detail all phases of construction to completion with milestones and associated dates. The schedule(s) shall be presented in a format acceptable to the Owner and Engineer.

1.8 OWNER OCCUPANCY

A. Owner shall have access to site throughout the term of the project.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

Not Applicable.

END OF SECTION 011100

SECTION 012000 - MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SECTION INCLUDES:

A. Measurement and payment criteria applicable to the Work performed under a unit price payment method.

B. Defect assessment and non-payment for rejected work.

1.2 AUTHORITY

A. Contractor shall take all measurements and compute quantities. The Owner or Engineer will verify measurements and quantities.

B. Contractor shall assist by providing necessary equipment, labor, and survey equipment as required when requested by Owner or Engineer.

1.3 UNIT QUANTITIES SPECIFIED

A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities supplied or placed in the Work and verified by the Owner or Engineer determine payment.

B. If the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the unit sum/prices contracted.

C. If a substantial change in quantity of any line item is anticipated, the Contractor shall notify the Owner or Engineer immediately.

1.4 GENERAL REQUIREMENTS

A. Lump Sum and unit prices shall include providing all costs required for the complete construction of the specified unit of work including cost of materials and delivery; cost of installation; labor including social security, insurance, and other required fringe benefits; workman's compensation insurance; bond premiums; rental of equipment and machinery; taxes; testing; surveys; incidental expenses; and supervision.

B. The Owner reserves the right to reject the Contractor's measurement of completed work that involves use of established unit prices, and to have this Work measured by an independent surveyor acceptable to the Contractor at the Owner's expense.

C. Contract Sum adjustments will be by Change Order on basis of net accumulative change for each unit price category.

1. Except as otherwise specified, unit prices shall apply to both deductive and additive variations of quantities.

2. Lump sum and unit prices in the Agreement shall remain in effect until date of final completion of the entire Work.

D. Partial payment for material and equipment properly stored and protected will be made in accordance with requirements of the General Conditions.

E. Payment will be made at the respective contract unit and lump sum price for each item shown in the Agreement, installed and accepted, which price and payment shall constitute full compensation for furnishing all materials and performing all Work in connection therewith and incidental thereto.

1. No separate payment will be made for:
   a. Record Drawings
   b. Construction of haul roads as may be required.
   c. Testing

F. Add Alternate Bid Item pricing shall be provided by each Bidder. Award of Add Alternate Bid items will be at the discretion of the Owner. All, one, or none of the Add Alternate Bid items may be selected.

1.5 DEFECT ASSESSMENT

A. Replace the Work, or portions of the Work, not conforming to specified requirements.

B. If, in the opinion of the Engineer and Owner, it is not practical to remove and replace the Work, the Engineer and Owner will direct one of the following remedies:

1. The defective Work may remain, but the unit/lump sum price will be adjusted to a new price at the discretion of the Engineer and Owner.
2. The defective Work will be partially repaired to the instructions of the Engineer and Owner, and the price will be adjusted to a new price at the discretion of the Engineer and Owner.
3. The individual specification sections may modify these options or may identify a specific method for modification or correction.

C. The authority of the Engineer and Owner to assess the defect and identify payment adjustment is final.

1.6 NON-PAYMENT FOR REJECTED PRODUCTS

A. Payment will not be made for any of the following:

1. Products wasted or disposed of in a manner that is not acceptable.
2. Products determined as unacceptable before or after placement.
3. Products not completely unloaded from the transporting vehicle.
4. Products placed beyond the lines and levels of the required Work.
5. Products remaining on hand after completion of the Work.
6. Loading, hauling and disposing of rejected Products.

1.7 PROJECT ITEM DESCRIPTION

A. Mobilization and Demobilization – Item 1

1. Description: The work under this item includes all work associated with preparing for the actual construction work, including but not limited to mobilization and demobilization of equipment and labor, bonds and insurance, submittals, basic surveying, yard preparation, erection of project signs, and similar items. It also includes the cost of removing equipment, material and related appurtenances from the project site at the completion of construction operations.
2. Measurement: Measurement will be made on a lump sum basis.
3. Payment: Payment will be made on a lump sum basis with 50% of the price bid payable upon full mobilization to the project site by the Contractor and 50% payable upon substantial completion and demobilization of primary equipment and facilities from the project site.

B. Preparatory Cleaning, Mainline - Lining – Item 2

1. Description: The work under this item includes all labor, materials, and equipment and tools required to clean the mainline sewer prior to lining.
2. Measurement: The unit for this item will be per foot based on footage of mainline sewer cleaned.
3. Payment: Payment will be made at the contract unit price per foot of mainline sewer that is cleaned.

C. Installation of 8” T-Liner – Item 3

1. Description: The work included under this item includes furnishing all labor, materials, equipment and equipment required to furnish and install a T-liner at the sanitary sewer service lateral to mainline connection at the locations indicated on the Drawings. Work shall include the preparation of the existing pipe and lateral connection, installation of the liner, curing, trimming and finishing, and all other work necessary to provide a complete watertight installation in accordance with the Contract Documents.
2. Measurement: Measurement will be made on a per Each (EA) basis for each T-liner completely installed and accepted by the Engineer.
3. Payment: Payment will be made at the contract unit price per each T-liner installed and accepted.

D. CCTV Inspection, Pre-Construction – Item 4

1. Description: The work under this Item includes all labor, materials, and equipment, tools and incidentals required to complete CCTV inspection of the mainline sewer, prior to construction improvements.
2. Measurement: The unit for this Item will be per foot based on footage that is televised.
3. Payment: Payment will be made at the contract unit price per foot for of televised line. Payment will be made upon receipt of video recording and documentation.

E. CCTV Inspection , Post-Construction – Item 5

1. Description: The work under this Item includes all labor, material and equipment, tools and incidentals required to complete CCTV inspection of the mainline sewer, post-construction improvements.
2. Measurement: The unit for this Item will be per foot based on the footage that is televised.
3. Payment: Payment will be made at the contract unit price per foot of televised line. Payment will be made upon receipt of video recording and documentation.

F. 8" CIPP Mainline Sewer Liner – Item 6

1. Description: The work under this Item includes all labor, material and equipment, tools and incidentals for all aspects of CIPP installation including the sealing of the liner in and out of the manhole interface.
2. Measurement: The unit for this Item will be per foot of liner installed in place measured horizontally from manhole center to manhole center.
3. Payment: Payment will be at the contract unit price for the specified pipe diameter per each foot of liner installed in place.

G. Sewage Bypass – Item 7

1. Description: The work under this Item includes all labor, materials, equipment, tools, and incidentals for bypassing sewer flows to facilitate completion of the work as outlined.
2. Measurement: Measurement of this item shall be on a lump sum basis for all sewage bypass operations required to complete the project.
3. Payment: Payment will be made on a lump sum basis for all sewage bypass operations paid as a percentage of the work complete.

H. Traffic Control – Item 8

1. Description: The work under this Item includes all labor, materials, equipment, tools, permits, and incidentals for directing traffic around work areas.
2. Measurement: Measurement of this item shall be on a lump sum basis for all traffic control operations required to complete the project.
3. Payment: Payment will be made on a lump sum basis for all traffic control paid as a percentage of the work complete.

I. Manhole Repairs: Lid, Casting, Inserts – Item 9

1. Description: The work under this item includes all labor, material and equipment to remove and dispose of the existing manhole lid and casting; furnish and install a new frame/casting and lid; furnish and install a new manhole insert; adjust and secure the casting to the existing manhole as required; and complete all incidental work necessary, including pavement restoration or lawn/grass repairs for a complete installation at the location(s) noted in the Drawings. Work shall include field verifying the existing sizes and material.
2. Measurement: Measurement will be made on an Each (EA) basis where existing lid and casting are removed and replaced and a new manhole insert is installed.
3. Payment: Payment will be made per Each (EA) for each manhole repaired.

J. Manhole Repairs, Allowance Item – Item 10

1. Description: The work included under this item is an allowance for unforeseen repairs as authorized by the Owner and Engineer and includes furnishing all labor, material, equipment and incidentals for repair of existing manholes. It excludes frame, lid and casting repairs under a separate bid item.
2. Measurement: Measurement: Measurement will be made on a lump sum basis.
3. Payment: Payment will be made from the allowance at the agreed-upon cost for the work authorized by the Engineer and Owner. The agreed upon cost shall include work as described in the Description. Any unused portion of the allowance shall be deducted from the Contract Price by Change Order.

K. Point Repairs, Allowance – Item 11

1. Description: The work under this allowance shall be performed only when authorized by the Owner and Engineer. The work under this allowance Item includes all labor, materials, equipment, tools, and incidentals necessary to complete the repair, including excavation, sheeting, shoring, and dewatering; locating and exposing the existing sewer; removal and disposal of damaged or defective pipe; furnishing and installing replacement pipe; connections to the existing sewer using approved couplings; maintaining sewage flow, including temporary bypass pumping when required; bedding, and backfill; testing; and restoration of disturbed areas of pavement or turf surface damaged as a result of completing a point repair to the existing sewer.
2. Measurement: The unit for this Item will be per each point repair where point repairs are required.
3. Payment: Payment will be made from the allowance at the agreed-upon cost for the work authorized by the Engineer and Owner. The agreed upon cost shall include work as described in the Description. Any unused portion of the allowance shall be deducted from the Contract Price by Change Order.

L. Preparatory Cleaning, Mainline – Add Alternate Bid Item 1

1. Description: The work under this item includes all labor, materials, and equipment and tools required to clean the mainline sewer prior to lining.
2. Measurement: The unit for this item will be per foot based on footage of mainline sewer cleaned.
3. Payment: Payment will be made at the contract unit price per foot of mainline sewer that is cleaned.

M. CCTV Inspection – Add Alternate Bid Item 2

1. Description: The work under this Item includes all labor, materials, and equipment, tools and incidentals required to complete CCTV inspection of the mainline sewer and supply of the photographs and video recordings as per specifications.
2. Measurement: The unit for this Item will be per foot based on footage that is televised.

3. Payment: Payment will be made at the contract unit price per foot for of televised line. Payment will be made upon receipt of video recording and documentation.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

3.1 PAYMENT APPLICATION

A. Required Forms

1. Utilize Application for Payment Form provided in Contract Documents Section of this Project Manual.

B. Preparation of Applications:

1. Present required information in typewritten form.
2. Execute certification by signature of authorized officer.
3. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored Products.
4. List each authorized Change Order.
5. Prepare Application for Final Payment as specified in Section 017800.

C. Submittal Procedures:

1. Submit a minimum of four (4) originally executed copies of each Application for Payment, Schedule of Values, and supporting documentation including, but not limited to invoices, weight slips, and shipping receipts.
2. Submit an updated construction schedule with each Application for Payment.
3. Payment Period: Submit Application for Payment by the first of each month to the Engineer.
4. Submit with transmittal letter as specified for Submittals in Section 013300.
5. Submit two (2) originally executed waivers for partial payment.
6. Submit two (2) certified payroll reports for payroll period.
7. If requesting payment for stored materials, submit four (4) copies of material invoice and shipping request.
8. Submit any other documentation as requested by the Engineer or Owner.

D. Substantiating Data

1. When Owner or Engineer requests substantiating information, submit data justifying dollar amounts in question.
2. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

END OF SECTION 012000

SECTION 013100 - COORDINATION, FIELD ENGINEERING AND MEETINGS

PART 1 - GENERAL

1.1 SECTION INCLUDES:

A. Coordination – General.

B. Coordination with Owner’s Operations.

C. Field engineering.

D. Progress meetings.

E. Pre-installation conferences.

1.2 COORDINATION - GENERAL

A. Contractor shall coordinate scheduling, submittals, and work of the various sections of the work to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

B. Contractor shall verify that utility requirement characteristics of operating equipment are compatible with building utilities and coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

C. Contractor shall coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on drawings and shall follow routing shown for pipes, ducts and conduit as closely as practicable. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance and for repairs.

D. In finished areas, except as otherwise indicated, Contractor shall conceal pipes, ducts and wiring within the construction and coordinate the locations of fixtures and outlets with finish elements.

E. Contractor shall coordinate completion and clean-up of work of separate sections in preparation for substantial completion and for portions of work designated for Owner’s occupancy.

F. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

G. Coordinate work with other site contractors involved in the Project as indicated by the Plans and Specifications, or as directed by the Owner.

1.3 COORDINATION WITH OWNER'S OPERATIONS

A. The Contractor shall schedule construction activities so as to keep existing Owner's roadways, utilities and facilities in operation at all times unless otherwise approved by the Owner.

B. Temporary roadways if required to divert traffic around this work area shall be furnished, maintained and subsequently removed by the Contractor.

C. All temporary pumping, piping or miscellaneous equipment required shall be furnished, maintained and subsequently removed by the Contractor.

D. All proposed construction sequences, and all process shutdowns and equipment tie-ins shall be scheduled well in advance and shall occur only after being approved by the Owner.

1.4 FIELD ENGINEERING

A. Contractor shall locate and protect property stakes, legal survey monuments, and survey control and reference points. Contractor shall pay for replacement of disturbed property stakes and legal survey monuments by a Professional Surveyor registered in the State of Ohio and acceptable to the Owner.

B. Contractor shall provide field engineering services as required to establish elevations, lines, and levels, utilizing recognized engineering survey practices.

C. Contractor shall be responsible for all lines, elevations, and measurements of buildings, structures, piping, utilities, and other work executed by the Contractor under the Contract. Contractor must exercise proper precaution to verify figures before laying out the work, and will be held responsible for any error resulting from their failure to exercise such precaution.

1.5 PROGRESS MEETINGS

A. Progress meetings will be held throughout progress of the Work at intervals agreed to by the Owner, Engineer and Contractor. Interval will generally be monthly.

B. Contractor's project manager, job superintendent, major subcontractors and suppliers shall attend as appropriate to agenda topics for each meeting. Contractor's representatives shall have authority to bind Contractor to decisions at the meetings.

C. At the meetings the Contractor shall submit typed reports detailing the progress of the Work, compliance with submitted progress schedules and future construction plans affecting the schedule of the Work.

D. The Engineer will prepare and distribute minutes to all attending parties.

1.6 PREINSTALLATION CONFERENCES

A. When required in individual specification Section, convene a pre-installation conference at work site prior to commencing work of the Section.

B. Require attendance of parties directly affecting, or affected by, work of the specific Section.

C. Notify Engineer a minimum of five (5) days in advance of meeting date.

D. Review conditions of installation, preparation and installation procedures, and coordination with related work.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

Not Applicable.

END OF SECTION 013100

SECTION 013216 - PROGRESS SCHEDULES

PART 1 - GENERAL

1.1 RELATED SECTIONS

A. Section 013300 – Submittals.

1.2 FORMAT

A. Prepare schedules as a horizontal bar chart with separate bar for each major portion of Work or operation, identifying first workday of each week.

B. Sequence of Listings: In the same sequence as the Bid Schedule contained within this Project Manual or the schedule of values provide for lump sum work.

C. Scale and Spacing: To provide space for notations and revisions.

D. Sheet Size: Minimum 8-1/2 X 11 inches. Maximum of 22" x 34". All sheets submitted shall be easily reproducible and not requiring to piece together more than 3 sheets.

1.3 CONTENT

A. Show complete sequence of construction by activity, with dates for beginning and completion of each element of construction.

B. Identify work of separate stages, separate floors and other logically grouped activities.

C. Provide sub-schedules to define critical portions of the entire schedule.

D. Show accumulated percentage of completion of each item, and total percentage of Work completed, as of the last day of each month.

E. Provide separate schedule of submittal dates for shop drawings, product data, and samples, including Owner furnished products, if applicable, and Products identified under Allowances, if applicable, and dates reviewed submittals will be required from Engineer. Indicate decision dates for selection of finishes.

F. Indicate delivery dates for Owner furnished products and Products identified under Allowances, if applicable.

G. Coordinate content with bid schedule or schedule of values as appropriate.

1.4 REVISIONS TO SCHEDULES

A. Indicate progress of each activity to date of submittal, and projected completion date of each activity.

B. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.

C. Provide narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect, including the effect of changes on schedules of separate contractors.

1.5 SUBMITTALS

A. Submit Preliminary Progress Schedule in accordance with the requirements outlined in Paragraph 2.05 of the General Conditions.

B. Submit revised Progress Schedules with each Application for Payment.

1.6 DISTRIBUTION

A. Distribute copies of reviewed schedules to Project site file, Subcontractors, suppliers, and other concerned parties.

B. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

Not Applicable.

END OF SECTION 013216

SECTION 013300 - SUBMITTALS

PART 1 - GENERAL

1.1 SUMMARY

A. Work Included:

1. Whenever possible throughout the Contract Documents, the minimum acceptable quality of workmanship and materials has been defined either by manufacturer's name and catalog number or by reference to recognized industry standards.
2. To facilitate Contractor's understanding of the design intent, procedures have been established for advanced submittal of design data and for its review or rejection by the Engineer.
3. The type of submittal requirements specified in this section include shop drawings, product data, samples and other miscellaneous work related submittals.

B. Related work described elsewhere:

1. Additional requirements for submittals are described in other sections of these specifications. Submittals shall conform to Article 6 of the General Conditions.
2. Section 013216 – Progress Schedules
3. Section 017823 – Operation and Maintenance Data

C. It is emphasized that the Engineer/Architect's review of Contractor's submitted data is for general conformance to the contract drawings and specifications but subject to the detailed requirements of drawings and specifications. Although the Engineer/Architect may review submitted data in detail, such review is an effort to discover errors and omissions in Contractor's drawings. The Engineer/Architect's review shall in no way relieve the Contractor of his obligation to properly coordinate the work and to Engineer/Architect the details of the work in such manner that the purposes and intent of the contract will be achieved. Such review by the Engineer/Architect shall not be construed as placing on him or on the Owner any responsibility for the accuracy and for proper fit, functioning or performance of any phase of the work included in the contract.

D. 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.

E. 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.

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.

1.2 IDENTIFICATION OF SUBMITTALS

A. 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.
12. Provide a space on the label for the Contractor's review and approval markings and a space for the Engineer/Architect's "Action Stamp".

1.3 GROUPING OF SUBMITTALS

A. Unless otherwise specifically permitted by the Engineer, the Contractor shall make all submittals in groups containing all associated items so that information is available for checking each when it is received.

B. Partial submittals may be rejected as not complying with the provisions of the Contract Documents.

C. Review will be performed on a complete submittal as received. The Engineer will not divide a submittal and take separate action on each portion.

1.4 TIMING OF SUBMITTALS

A. 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.

B. Review of submittals by Engineer will be made and responded to within 21 calendar days after receipt of same unless additional information is required. In lieu of returning a document when supplemental information is required, a written hold notice may be issued which will suspend the review period until a response is received.

C. If review of a submittal is dependent upon information to be provided via another submittal which has not been received, the first submittal will be held until the second submittal is received. Written notice will be provided to the Contractor regarding the hold status of the first submittal.

1.5 SHOP DRAWINGS

A. Shop drawings include specially-prepared technical data for this project including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form for general application to a range of similar projects. Shop drawings submitted for all manufactured or fabricated items. See individual technical sections for specialized requirements.

B. 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. Contractor shall make all shop drawings accurately to scale and sufficiently large to show all pertinent aspects of the item and its method of connection to the work.

D. Shop drawings shall be checked, approved, and stamped by Contractor in accordance with the General Conditions before transmittal to Engineer for review and approval.

E. Complete shop drawings and descriptive data shall be submitted on all manufactured or fabricated items prior to 25% completion of the work.

F. It is anticipated that electronic submissions of shop drawings will be acceptable. The Contractor shall coordinate with the Engineer to establish a consistent submission process to be applied throughout the project. Where size and complexity warrant, the Engineer may request one full size, hard copy, of specific shop drawings may be requested to supplement and support review. An electronic copy of the shop drawing will be returned to the Contractor if approved. If the shop drawing is not approved, an electronic corrected copy and/or summary of comments will be returned to the Contractor for use in resubmittal.

G. It is the Contractor’s responsibility to provide other affected contractors and/or sub-contractors with copies of approved shop drawings.

H. 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.

I. 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.

1.6 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.

1.7 COLORS AND PATTERNS

A. Unless the precise color and pattern is specifically described in the Contract Documents, whenever a choice of color or pattern is available in a specified product Contractor shall submit accurate color charts and pattern charts to Engineer for Owner's review and selection.

B. Unless all available colors and patterns have identical wearing capabilities and are identically suited for the installation, Contractor shall completely describe the relative capabilities of each.

1.8 SAMPLES AND FIELD MOCK-UPS

A. Contractor shall provide samples and field mock-ups where noted or specified.

B. Samples are physical examples which illustrate materials, equipment, or workmanship and establish standards by which the work will be judged.

C. Samples shall be of sufficient size and quantity to clearly illustrate the functional characteristics of the product and full range of color, texture and pattern.

D. Samples shall have labels firmly attached, bearing the following information:

1. Name of project.
2. Description of product and finish.
3. Name of Contractor.
4. Trade name and number of product.
5. Standards met by the product.

E. Approval of samples must be obtained prior to proceeding with any work affected by material requiring sample approval.

F. Samples, unless otherwise noted, become the property of the Owner.

G. In situations specifically approved by the Engineer, the retained sample may be used in the construction as one of the installed items.

H. Field mock-ups:

1. Contractor shall erect field mock-ups at the project site in a location acceptable to the Owner and the Engineer.
2. When accepted by the Engineer, the mock-up will become the basis for comparison of the actual work.
3. Remove mock-up at conclusion of the work if it was not incorporated into the work.

1.9 PRODUCT DATA

A. Contractor shall provide product data as required to supplement shop drawings.

B. Product data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by Contractor to illustrate a material, product or system for some portion of the work.

C. Contractor shall collect required product data into one submittal for each unit of work or system.

D. Contractor shall include manufacturer’s standard printed recommendations for application and use, compliance with standards, performance characteristics, wiring and piping diagrams and controls, component parts, finishes, dimensions, required clearances, and other coordination requirements.

E. Contractor shall mark each copy of standard printed data to identify pertinent products, models, options, and other data.

F. Contractor shall supplement manufacturer’s standard data to provide information unique to the work.

G. Contractor shall identify within the data variations from Contract Documents and product or system limitations which may be detrimental to successful performance of the completed Work.

1.10 RESUBMITTAL REQUIREMENTS

A. Contractor shall revise and resubmit submittals as required.

B. Shop Drawings and Product Data:

1. Revise initial drawings or data and resubmit as specified for initial submittal.
2. Itemize in a cover letter any changes which have been made other than those requested by the Engineer.

C. It is considered reasonable that the Contractor shall make a complete and acceptable submittal to the Engineer by the second submission of a submittal item. The Owner reserves the right to withhold monies due the Contractor to cover additional costs of the Engineer’s review beyond the second submittal.

1.11 MANUFACTURER'S INSTRUCTIONS

A. Manufactured articles, materials and equipment shall be stored, commissioned, operated, applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer, unless specified to the contrary.

B. Whenever specifications call for work to be performed, or materials to be installed in accordance with the manufacturer’s printed instructions or directions, Contractor shall furnish copies as required for shop drawings of those instructions or directions to Engineer before installing the material or performing the work.

C. Contractor shall identify with the submittal any conflicts between manufacturers' instructions and Contract Documents.

1.12 MANUFACTURER'S CERTIFICATES

A. When specified in individual specification Sections, submit manufacturers' certificate to Engineer for review.

B. Contractor shall furnish copies as required for shop drawings of those certificates to Engineer before installing the material or performing the work.

C. Certificates shall indicate material or product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits, and certifications as appropriate.

D. Certificates may be recent or previous test results on material or Product, but must be acceptable to Engineer.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

Not Applicable.

END OF SECTION 013300

SECTION 013319 - FIELD TEST REPORTING

PART 1 - GENERAL

1.1 SUMMARY

A. Furnish all labor, materials, equipment, and incidentals to lower the water table, to collect and pump water from excavations, to collect and divert surface drainage from entering the excavation during construction and to dispose of pumped water to the existing or new storm conveyances.

B. This Section includes, but is not limited to, services performed by an OEPA approved testing laboratory. Laboratory services covered under this section are for testing materials used for field constructed elements of the work. Performance testing of manufactured items and shop fabricated materials shall be covered under their respective specification section.

C. All testing performed under this item shall be for the protection and benefit of the Owner and shall not be construed by the Contractor as a comprehensive quality control program intended to protect the Contractor, his subcontractors, or his suppliers. The testing frequency and types of testing shall be at the discretion of the Owner.

D. Inspections, tests, and related actions specified in this section and elsewhere in the contract documents are not intended to limit the Contractor's own quality control procedures and testing, which facilitate overall compliance with requirements of the contract documents. Requirements for the Contractor to provide quality control services as required by the Engineer, the Owner, governing authorities, or other authorized entities are not limited by the provisions of this Section.

E. The Contractor is required to cooperate with the OEPA approved testing laboratories performing required inspections, test, and similar services and the Engineer or his representative.

F. Materials and installed work may require testing or retesting at any time during progress of work. Retesting of rejected materials or installed work shall be done at Contractor's expense.

1.2 RELATED DOCUMENTS

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

B. The Contract Documents may include testing requirements furnished under other Sections. Work elements which may include other testing requirements are:

1. Sanitary sewer systems.

1.3 SELECTION AND PAYMENT

A. The Contractor will employ an independent testing laboratory to perform specified testing. Payment shall be incidental to the related work bid item. The laboratory shall be mutually agreed upon by the Owner, Engineer, and Contractor. OEPA approved laboratories agreeable to the Owner and Engineer are shown in the link below:

https://epa.ohio.gov/Portals/28/documents/labcert/Combined-Lab-List.pdf

B. Employment of testing laboratory in no way relieves the Contractor of the obligation to perform work in accordance with requirements of the contract documents.

C. The testing laboratory and their personnel shall be under the direction of the Engineer's on-site representative, regardless of who employs their services.

1.4 REFERENCES

A. AASHTO T-19, Standard Method of Test for Unit Weight and Voids in Aggregate.

B. AASHTO T-37, Standard Method of Test for Sieve Analysis of mineral Filler for Road and Paving Materials.

C. AASHTO T-230, Standard Method of Test for Determining Degree of Pavement Compaction of Bituminous Aggregate Mixtures.

D. ASTM C-29, Standard Method of Test for Unit Weight and Voids in Aggregate.

E. ASTM C-31, Standard Practice for Making and Curing Concrete Test Specimens in the Field.

F. ASTM C-33, Standard Specification for Concrete Aggregates.

G. ASTM C-39, Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.

H. ASTM C-40, Test Method for Organic Impurities in Fine Aggregates for Concrete.

I. ASTM C-42, Standard Test Methods for Obtaining and Testing Drilled Cored and Sawed Beams of Concrete.

J. ASTM C-88, Standard Test Method for Soundness of Aggregate by use of Sodium Sulfate or Magnesium Sulfate.

K. ASTM C-94, Standard Specification for Ready-Mixed Concrete.

L. ASTM C-117, Standard Test Method for Materials Finer than 75-um (No. 200) Sieve in Mineral Aggregates by Washing.

M. ASTM C-136, Standard Method for Sieve Analysis of Fine and Coarse Aggregate.

N. ASTM C-142, Test Method for Clay Lumps and Friable Particles in Aggregate.

O. ASTM C-143, Standard Test Method for Slump of Hydraulic Cement Concrete.

P. ASTM C-172, Standard Practice for Sampling Freshly Mixed Concrete.

Q. ASTM C-173, Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.

R. ASTM C-231, Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method.

S. ASTM C-535, Standard Test Method for Resistance to Degradation of Large-Size Course Aggregate by Abrasion and Impact in the Los Angeles Machine.

T. ASTM C-1064, Standard Test Method for Temperature of Freshly Mixed Portland Cement Concrete.

U. ASTM D-698, Standard Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 5.5-lb. (2.49-kg) Rammer and 12-inc. (305-mm) Drop.

V. ASTM D-2487, Standard Test Method for Classification of Soils for engineer purposes.

W. ASTM D-2940, Standard Specification for Graded Aggregate Material for Bases or Subbases for Highways or Airports.

X. ASTM D-4253, Standard Test Method for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table.

Y. ASTM D-4254, Standard Test Method for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density.

Z. ASTM D-4832, Standard Test Method for Preparation and Testing of Controlled Low Strength Material (CLSM) Test Cylinders.

AA. ODOT Supplement 1021, Method of Test for Determination of the Percent of Fractured Pieces in Gravel.

BB. ODOT Supplement 1029, Method of Test for Determining the Percentage of Deleterious Materials in Coarse Aggregate.

CC. ODOT Supplement 1036, Method of Test for Determination of Percent Air Voids in Compacted Dense Bituminous Paving Mixtures.

DD. ODOT Supplement 1044, Mix Design Method for Bituminous Aggregate Base.

EE. Uni-Bell PVC Pipe Association UNI-B-6-98 for Low Pressure Air Testing of Installed Sewer Pipe.

FF. ASTM – C969 – Standard practice for infiltration and exfiltration acceptance of installed concrete sewer pipe.

1.5 SUBMITTALS

A. Prior to the start of work, submit testing laboratory name, address, and telephone number, and names of full-time registered Engineer/specialist and responsible officer.

B. Submit copy of the testing laboratory's evaluation report issued by one of the evaluation authorities identified in Paragraph 1.6 of this Section with memorandum of remedies of any deficiencies reported by the inspection.

C. Submit the chain of custody and other QA/QC procedures for each test to be utilized by the laboratory.

D. Submit a sample test report for review by the Engineer to demonstrate conformance with Paragraph 3.2 herein.

1.6 QUALITY ASSURANCE

A. Except as otherwise indicated, the testing laboratory engaged shall be prequalified by the OEPA for the types of services specified herein.

B. The field personnel utilized to perform all field-testing and preparation shall be certified for those tests being performed.

1.7 RESPONSIBILITIES

A. Testing Laboratory Responsibilities:

1. Provide qualified personnel at the site. Cooperate with the Engineer and Contractor in performance of services.
2. Perform specified sampling and testing of products in accordance with the specified standards.
3. Ascertain compliance of materials and mixes with requirements of the contract documents.
4. Immediately notify the Engineer and Contractor of observed irregularities or nonconformance of work or products.
5. Perform additional tests required by the Engineer.
6. Testing personnel are to report to the Engineer or his representative upon arrival on site for instructions and requirements. Prior to leaving the site, furnish the Engineer or his representative all test results whether in a formal or informal format.
7. Attend preconstruction meetings and progress meetings.

B. Contractor Responsibilities:

1. Provide access to materials proposed to be used which require testing.
2. Cooperate with laboratory personnel and provide access to the work and to manufacturers' facilities.
3. Provide incidental labor and facilities:
    a. To provide access to work to be tested.
    b. To obtain and handle samples at the site or at the source of products to be tested.
    c. To facilitate tests.
    d. To provide storage and curing of test samples as required by the testing laboratory.
4. Notify the Engineer and laboratory 24 hours prior to expected time for operations requiring testing services for scheduling purposes. Materials will not be permitted to be placed without the proper testing being performed in conformance with this Section.

1.8 LIMITS OF LABORATORY AUTHORITY

A. The laboratory may not release, revoke, alter, or enlarge the requirements of the contract documents.

B. The laboratory may not approve or accept any portion of the work.

C. The laboratory may not assume any duties of the Contractor.

D. The laboratory has no authority to stop the work.

1.9 SCHEDULE OF TESTS

Testing anticipated on this project shall include, but is not limited to:

A. Earthwork

1. Special backfill material sieve analysis per ASTM C-136, one test per source.
2. On-site trench backfill analysis per ASTM D-2487, as directed by Engineer.
3. Pipe bedding and cover sieve analysis per ASTM C-136, one test per source.
4. Drainage fill sieve analysis per ASTM C-136, one test per source.
5. Soil compaction per ASTM D-698.
    a. Embankment testing shall be at least one (1) test/5,000 S.F. of each lift;
    b. Trench backfill testing shall be at least one (1) test/50 L.F. of each lift;
    c. Subgrade and/or subbase testing shall be at least one (1) test/200 L.F. of pavement or 5,000 S.F. of slabs subject to greater frequency due to soil conditions or Engineer's direction.
6. Backfill compaction per ASTM D-4253 and D-4254, one test per 50 L.F. of each lift.
7. Low Strength Mortar testing per ASTM D-4832.

B. Concrete

1. Concrete aggregate deleterious substances per ASTM C-40, ASTM C-117, and ASTM C-142, one test per source.
2. Concrete aggregate abrasion per ASTM C-535, one test per source.
3. Sodium sulfate soundness of coarse aggregate per ASTM C-88, one test per source.
4. Sampling Fresh Concrete: ASTM C-172, except modified for slump to comply with ASTM C 94.
    a. When cylinders and/or beam samples are made, the slumps and air test shall be made using concrete from the same batch.
    b. Slump: ASTM C-143; one test at point of discharge for each day's pour of each type of concrete; additional tests when concrete consistency seems to have changed.
    c. Air Content: ASTM C-173, volumetric method of lightweight concrete; ASTM C-231 pressure method for normal weight concrete; at least one for each pour of each type of air-entrained concrete, and each time a set of compression test specimens is made.
    d. Concrete Temperature: ASTM C-1064, test hourly when air temperature is 40º F. (4º C.) and below, and when 80º F. (27º C.) and above; and each time a set of compression test specimens is made.
    e. Compression Test Specimen: ASTM C-31; one set of 4 standard cylinders for each compressive strength test, unless otherwise directed. Mold and store cylinders for laboratory cured test specimens except when field-cure test specimens are required.
    f. Compressive Strength Tests: ASTM C-39; one set for each day's pour exceeding 5 cubic yards plus additional sets for each 50 cubic yards over and above the first 25 cubic yards of each concrete class placed in any one day; one specimen tested at 7 days, two specimens tested at 28 days, and one specimen retained in reserve for later testing if required. A strength test shall be the average of the strengths of two cylinders made from the same sample of concrete and tested at 28 days.
        1) When frequency of testing will provide less than 5 strength tests for a given class of concrete, conduct testing from at least 5 randomly selected batches or from each batch if fewer than 5 are used.
        2) Strength level of concrete will be considered satisfactory if averages of sets of three consecutive strength test results equal or exceed specified compressive strength, and no individual strength test result falls below specified compressive strength by more than 500 psi.
    g. Two (2) tests beams shall be made for each 250 square yards of concrete pavement and/or slabs on grade placed.
        1) For traffic to be allowed on pavement or slab, the modulus of rupture shall be a minimum of 600 psi for Class C concrete or 400 psi for ODOT Class MS or FS.

h. When cylinders and/or beam samples are made, the slumps and air test shall be made using concrete from the same batch.

5. Nondestructive Testing: Penetration resistance, sonoscope, or other nondestructive devices may be permitted but shall not be used as the sole basis for acceptance or rejection.
6. Additional Tests: The testing service will make additional tests of in-place concrete when test results indicate specified concrete strengths and other characteristics have not been attained in the structure, as directed by Engineer. Testing service may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed.
    a. Contractor shall pay for such tests conducted, and any other additional testing may be required, when unacceptable concrete is verified.

C. Pavement

1. Aggregate base sieve analysis per ASTM D-2940, one test per source.
2. Sodium sulfate soundness of aggregate base per ASTM C-88, one test per source.
3. Percent of fractured pieces for aggregate base per ODOT Supplement 1021, one test per source.

D. Asphalt

1. Provide testing for mixture acceptance in accordance with Ohio Department of Transportation Procedures. The person performing the testing must have a current Level 1 Bituminous Concrete approval from ODOT.

E. Sewers

1. Deflection Testing
    a. All thermoplastic gravity sanitary sewer pipe shall be tested for allowable deflection.
    b. Deflection tests shall be performed before final acceptance and no sooner than thirty (30) days after installation of final backfill
    c. Maximum allowable pipe deflection shall be five (5) percent of the average inside diameter for the size and class of pipe specified.
    d. Acceptance testing shall be performed with a non-adjustable “go, no-go” mandrel with a minimum of eight (8) contact points. Adjustable mandrels for acceptance testing shall be used only with permission of the Engineer.
    e. The mandrel size shall be ninety-five (95) percent of the average inside diameter for the size and class of pipe specified.
    f. If the "go, no-go" mandrel will not pass through a section of pipe a deflectometer or adjustable mandrel may be used to determine the extent and/or severity of the non-acceptable area. A “go, no-go” mandrel shall be re-run through the pipe section for final acceptance testing at no additional cost to the Owner.
    g. The Contractor or subcontractor performing the test shall be experienced and qualified to perform deflection testing with the equipment and procedures utilized. The contractor shall provide all labor, materials, tools and equipment necessary to clean and test all sections of sewer pipe, locate deficient areas, repair, deficient areas, and retest all repaired areas.
    h. All sewer runs shall be cleaned prior to testing.
    i. The acceptance test shall be performed without mechanical pulling devices.
    j. All pipe failing the deflection test shall be exposed, repaired or replaced and retested at no additional cost to the Owner.
2. Leakage Testing
    a. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

b. The Contractor shall perform sufficient tests to determine that the installation of all pipe materials have been as specified and that test results are in accordance with those required for approval of the installation.
c. The Contractor shall furnish all pressure gauges, suitable pump or pumps, pipes, test heads, and any other apparatus and materials used for these tests. These tests are to be considered as part of the work, and no additional compensation shall be made.
d. The tests shall be conducted under the direction of the Engineer or an appointed agent. Any testing done without direction and supervision as specified shall not be considered as a proper means of approval.
e. The Contractor may obtain water for testing as may be required by observing the rules and regulations enforced in the municipality in which the work is being done.
f. In addition to requirements of these specifications, comply with manufacturer's instructions and recommendations for work.

3. Infiltration and Exfiltration Testing
   a. All sewers shall be tested using an exfiltration test or, where specifically allowed in writing by the Engineer, an infiltration test.
   b. All sewers shall be tested. No visible leakage in the sewers or manholes shall be permitted.
   c. Bulkheads shall be used to isolate the test sections as required to perform the work. All service laterals, stubs and fittings shall be plugged or capped at the connection to the test section.
   d. Each manhole run shall be tested separately.
4. Exfiltration Testing
   a. The test shall be performed first with a minimum head of water of three (3) feet above the top of the high end of the sewer or two (2) feet above the high end of the highest lateral in the section or sections to be tested, or three (3) feet above the existing groundwater elevation, whichever is higher.
   b. The exfiltration test shall be conducted between two manholes by sealing the downstream end of the test section and all inlet sewers at the upstream manhole with pipe stoppers.
   c. The average internal pressure in the system shall not exceed 11.6 feet of water or 5 psi and the maximum internal pipe pressure at the lowest end shall not exceed 23 feet of water or 10 psi.
   d. Water shall be added to the pipe section at a steady rate from the upstream manhole to allow air to escape from the sewer until the water is at the specified level above the crown of the pipe. The water may stand in the pipe and manhole up to seventy-two (72) hours prior to measurement of leakage to allow for absorption by the pipe and bleeding of air. After absorption into the pipe and manhole has stabilized, the water in the upstream manhole shall be brought to test level.
   e. The leakage rate shall be determined by measurement of the drop in water elevation measured in the upstream manhole and the loss of water calculated. The test period shall be a minimum of sixty (60) minutes duration. Use the following table to determine loss of water as measured in the manhole:

Water Level Change in Test Manhole		Volume of Leakage	
		4 Ft. Dia. MH	5 Ft. Dia. MH
(Inches)	(Feet)	(Gals.)	(Gals.)
1/8	0.01	0.98	1.53
1/4	0.02	1.96	3.06
3/8	0.03	2.94	4.59
1/2	0.04	3.92	6.12
5/8	0.05	4.90	7.65

3/4	0.06	5.87	9.18
7/8	0.07	6.85	10.71
1	0.08	7.83	12.24
1-1/8	0.09	8.81	13.77
1-1/4	0.10	9.79	15.30
1-3/8	0.11	10.77	16.83
1-1/2	0.12	11.75	18.36
1-5/8	0.13	12.72	19.89
1-3/4	0.14	13.71	21.42
1-7/8	0.16	14.69	22.90
2	0.17	15.67	24.48

5. Infiltration Testing

   a. An infiltration test shall be conducted for all sections of sewer, only when the ground water level is two (2) feet or more above the elevation of the inside crown of pipe at the upstream limit of the section being tested.
   b. The use of well point pumps or other dewatering devices shall have been discontinued for 24 hours prior to testing to permit the groundwater table to return to a static condition.
   c. The leakage rate shall be measured by a weir, by determination of the time required to fill a container of known volume, or other measuring device approved by the Engineer in the lower end of the sewer section to be tested.
   d. The incoming sewer or sewers in the upper end of the test section shall be securely sealed.

6. Allowable Leakage
   a. The maximum allowable leakage for either infiltration or exfiltration shall be (50) gallons per inch of internal pipe diameter per mile per day.
   b. If actual leakage measured exceeds the limits specified, the Contractor must locate and repair or remove and replace the defective pipe sections to the satisfaction of the Engineer and retest the section accordingly at no additional cost to the Owner.
   c. All sanitary manholes shall be tested separately by using an exfiltration test (or infiltration test where groundwater conditions permit) to two (2) feet above the highest joint with no measurable leakage for a one-hour test.

7. Low Pressure Air Testing
   a. PVC sanitary sewers 54-inch diameter and less may be air tested as specified. If the groundwater level is two (2) feet or more above the top of the pipe at the upstream end or if the air pressure required for the test is greater than 5 psig, the air test method should not be used for RCP sanitary sewers.
   b. Each manhole run shall be tested separately, unless otherwise approved by the Engineer, as the construction progresses. Backfill shall be brought to final grade before testing. Testing shall be done prior to surface restoration, and preferably with not more than four (4) manhole runs constructed ahead of testing.
   c. Test equipment consists of valves and pressure gages to control airflow and to monitor pressure within the test section.
   d. The sewer shall be flushed and cleaned prior to testing to clean out any debris. The pipe surface should be wet for more consistent results.
   e. The section of pipe to be tested shall be plugged at each end and the ends of laterals, stubs and fittings to be included in the test section shall be plugged and securely braced to prevent air leakage, and possible blowouts.
   f. Equipment used shall meet the following minimum requirements and be approved by the Engineer:

1) Pneumatic plugs shall have a sealing length equal to or greater than the diameter of the pipe to be inspected.
2) Pneumatic plugs shall resist internal test pressures without requiring external bracing or blocking.
3) All air used shall pass through a single control panel.
4) Three (3) individual hoses shall be used for the following connections:
    a) From control panel to pneumatic plugs for inflation.
    b) From control panel to sealed line for introducing the low pressure air.
    c) From sealed line to control panel for continually monitoring the air pressure rise in the sealed line.

g. All pneumatic plugs shall be seal tested before being used in the actual test installation. One length of pipe shall be laid on the ground and sealed at both ends with the pneumatic plugs to be used for the test. The sealed pipe shall be pressurized to 9 psig. The plugs must hold against this pressure without having to be braced. No persons shall be allowed in the alignment of the pipe during plug testing.

h. After a manhole to manhole run of pipe has been backfilled and cleaned, and the pneumatic plugs are checked by the above procedure, the plugs shall be placed in the line at each manhole. Low pressure air shall be slowly introduced into this sealed line until the internal air pressure reaches approximately 4 psig greater than the average groundwater back pressure, but not greater than 9 psig for PVC pipe or 5 psig for RCP.

i. In areas where groundwater is known to exist, the Contractor must determine the average groundwater back pressure. The Contractor shall install a 1/2-inch diameter capped pipe nipple, approximately 10 inches long, through the manhole wall on top of one of the sanitary sewer lines entering the manhole. See Figure No. 1. This shall be done at the time the sanitary sewer line is installed or install an 8-inch diameter stand pipe outside of the manhole backfilled with a column of clean stone of 2-inch minimum diameter to subgrade. Immediately prior to the performance of the low pressure air test, the ground water back pressure shall be determined by removing the pipe cap, blowing air through the pipe nipple into the ground so as to clear it, and then connecting a clear plastic tube to the nipple. The plastic tube shall be vertical and a measurement of the height, in feet of water over the invert of the pipe shall be taken after the water has stopped rising in this plastic tube. This height, divided by 2.307, will equal the average groundwater back pressure.

j. At least two (2) minutes shall be allowed for the air to stabilize when the specified internal air pressure has been obtained. When the pressure has stabilized and is at or above 3.5 psig, the air hose from the control panel to the air supply shall be disconnected. The portion of the line being tested shall be termed "acceptable" if the time required in minutes for the pressure to decrease from 3.5 to 2.5 psig (greater than the average groundwater back pressure calculated) shall not be less than the time in the tables in Reference Table 1.

k. If a one (1) psi drop in pressure does not occur within the test time, the line has passed. If the pressure drop is more than one (1) psi during the test time, the line is presumed to have failed the test. If the line fails the test, segmented testing may establish the location of any leaks.

l. The Contractor must repair the leak or remove and replace the defective pipe section and re-test the section to the satisfaction of the Engineer at no additional cost to the Owner.

m. The pneumatic plugs must be installed in such a way as to prevent blowouts. Inasmuch as a force of 250 pounds is exerted on an 8-inch plug by an internal pipe pressure of 5 psi, it should be realized that sudden expulsion of a poorly installed plug or a plug, which is partially deflated before the pipe pressure is released, can be dangerous.

n. The Contractor should internally restrain or externally brace the plugs to the manhole wall as an added safety precaution throughout the test.
o. Pressurizing equipment shall include a regulator or relief valve set at no higher than 9 psig for PVC pipe or 5 psig for RCP pipe to avoid over-pressurizing and damaging an otherwise acceptable line.
p. No one shall be allowed in the trench or manholes during testing.
q. Plugs shall not be removed until all pressure has been released.
r. All sanitary manholes shall be tested separately by using an exfiltration test (or infiltration test where groundwater conditions permit) to two (2) feet above the highest joint with no measurable leakage for a one-hour test.
s. The air test data sheet marked Exhibit "A" at the end of this section shall be filled out for each section of piping tested in this manner.
t. Testing concrete pipe sewer lines by the low pressure air test method will be per ASTM C924-02 and C1103.

8. Hydrostatic Testing – Pressure Pipe, For Water Main and Force Main
   a. The pipe to be tested must be sufficiently backfilled to prevent movement while under test pressure.
   b. Joint restraint at fittings should be permanent and constructed to withstand test pressure. If concrete thrust blocks are used, sufficient time must be allowed before testing to permit the concrete to cure. A cure time of seven (7) days is recommended when Type I Portland Cement is used; three (3) days is recommended when Type III high-early Portland Cement is used.
   c. Test ends should be restrained to withstand the appreciable thrusts that are developed under test pressure.
   d. Air pressure testing of installed pressure pipe is expressly prohibited.
   e. Any testing performed without the knowledge of the Engineer shall not be considered a test for the purpose of this specification.
   f. The hydrostatic testing sheet marked "Exhibit D" following this section shall be filled out for each section of piping tested in this manner.
   g. After the pipe has been installed and partially backfilled (if applicable) subject all newly installed pipe, or any valved sections of it in such lengths of the force main as determined by the responsible agency, unless otherwise specified, to a hydrostatic pressure test equal to 1-1/2 times the line working pressure (50% over the working pressure) but not less than 1.25 times the working pressure at the highest point along the test section; but, in no case, shall such force mains be tested at less than 150 pounds per square inch.. The duration of each test shall be at least 2 hours.
   h. Each section of pipeline shall be slowly filled with water and the specified test pressure, measured at the point of lowest elevation, shall be applied by means of a booster pump connected to the pipe in a manner satisfactory to the Engineer. The duration of the test shall be for a minimum of sixty (60) minutes.
   i. No pipe installation will be accepted unless the leakage rate for the section of pipe being tested does not exceed a rate as shown on hydrostatic test chart, during a 24-hour test duration.
   j. The Contractor shall furnish suitable means for determining the quantity of water lost by leakage during the test.

9. Manhole Vacuum Testing
   a. Temporarily plug all pipe entering the manhole. Each plug must be installed at a location beyond the manhole/pipe gasket (i.e. outside the manhole wall), and shall be braced to prevent the plug or pipe from being drawn into the Manhole.
   b. The test head shall be placed inside the rim of the cast iron frame at the top of the manhole and inflated, in accordance with the manufacturer's recommendations.
   c. A vacuum of at least 10 inches of mercury (10" Hg) shall be drawn on the manhole. Shut the line on the vacuum line to the manhole and shut off the pump or disconnect the vacuum line from the pump.

d. The pressure gauge shall be liquid filled, having a 3.5” diameter face with a reading from zero to thirty inches of mercury.
e. The manhole shall be considered to pass the vacuum test if the vacuum reading does not drop more than 1” Hg (i.e from 10” to 9” Hg) during the Table 1 minimum test time.
f. If a manhole fails the vacuum test, the manhole shall be repaired with non-shrinkable grout or other material or method approved by the engineer. The manhole surfaces shall be properly prepared prior to any repairs. Once the repair material has cured according to the manufacturer’s recommendations, the vacuum test shall be repeated. This process shall continue until a satisfactory test is obtained.
g. All temporary plugs and braces shall be removed after each test.

10. Video Inspection
a. The Contractor shall survey and/or inspect new sanitary sewer systems with digital cameras or color pan and tilt CCTV imagery as specified in order to record all relevant features and confirm their structural and service condition. Surveys/Inspections of sewer systems shall be carried out in compliance with the NASSCO PACP reporting format and coding standards.
b. All CCTV operator(s) responsible for direct reporting of sewer condition shall have a minimum of 3 years previous experience in surveying, processing, and interpretation of data associated with CCTV surveys/inspections. If requested by the Engineer, the Contractor shall provide the designated representative with written documentation that all CCTV survey operators meet these experience requirements which shall include a list of projects undertaken as well as client name and telephone number for reference.
c. Contractor shall provide OWNER with one digital copy of all CCTV inspections and reports.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.1 SEQUENCING AND SCHEDULING

A. The Contractor shall coordinate the sequence of work activities so as to accommodate required testing and shall allow sufficient time for testing of materials by the laboratory so as to cause no delay in the work or the work of any other Contractor. In addition, the Contractor shall coordinate his work so as to avoid the necessity of removing and replacing work to accommodate inspections and tests.

3.2 LABORATORY TEST RESULTS

A. The testing laboratory shall submit a certified written report of each inspection, test, or similar service concurrently to the Owner, Engineer, and Contractor.

B. Written reports of each inspection, test, or similar service shall include, but not be limited to, the following:
1. Name of testing laboratory.
2. Project name and construction contract reference number.
3. Dates and locations of samples and tests or inspections.
4. Date of report.
5. Names of individuals making the inspection or test.

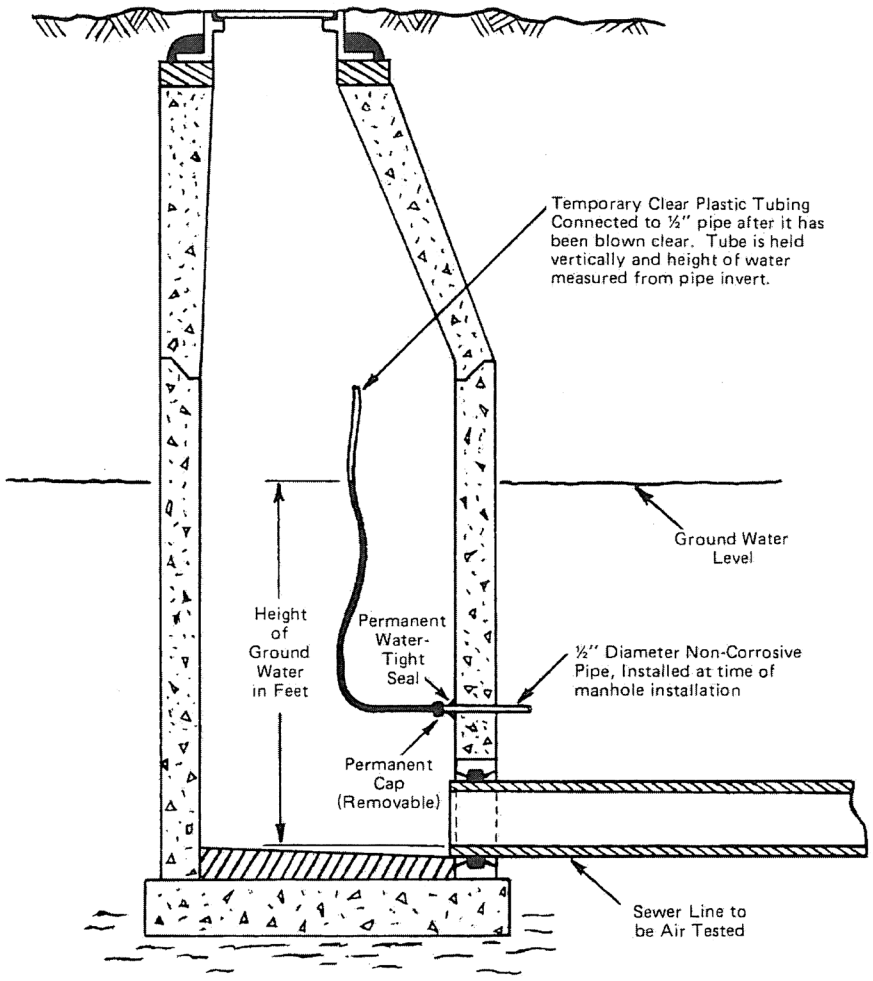
6. Designation of the work and test method.
7. Test results.
8. Notation of significant ambient conditions at the time of sample taking and testing.

END OF SECTION 013319

UNI-B-6-98

FIGURE NO. 1

MANHOLE CROSS-SECTIONAL VIEW OF THE PROPER METHOD FOR DETERMINING GROUND WATER HEIGHT



AIR TEST DATA SHEET
PIPE TESTING FORM
NOTE: Pressurize the pipe to 4.5 P.S.I.F. and let stabilize for 5 minutes. Pressure should then be backed off to 4.0 P.S.I.G. and test time started.
JOB NAME: **SANITARY ☐** **STORM ☐** **DATE:**
JOB LOCATION: **TEST COMPANY:**
JOB NO. **PROJECT REP:**
SPECIFIED PRESSURE DROP ( ) P.S.I.G. **BASE PRESSURE: 4.0 P.S.I.G.** **PIPE MATERIAL:**
(See Table 1 or Table II for Reference) **(Note: No test shall exceed 9.0 P.S.I.G.)**

PIPE SECTION UNDER TEST										
UPSTREAM MH/STATION	DN-STREAM MH/STATION	PIPE DIAMETER	PIPE LENGTH	GROUND WATER DEPTH	BASE P.S.I.G. PLUS GROUND WATER ADJ. (÷ 2.31=P.S.I.G.)	TEST TIME DURATION	TEST START TIME	TEST STOP TIME	TEST TIME ELAPSED	PASS FAIL P or F

***Identify any section(s) that failed:**

***Leak (was) (was not) located. Method used:**

REMARKS:

TABLE I

Minimum specified time required for a 1.0 P.S.I.G. Pressure Drop

1 Pipe Diameter (Inches)	**2** Minimum Time (Min:Sec)	**3** Length for Minimum Time Ft.)	**4** Time for Longer Length (Sec)	Specification Time for Length (L) Shown (Min:Sec)							
				100 Ft.	150 Ft.	200 Ft.	250 Ft.	300 Ft.	350 Ft.	400 Ft.	450 Ft.
4	3:46	597	.380 L	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46
6	5:40	398	.854 L	5:40	5:40	5:40	5:40	5:40	5:40	5:42	6:24
8	7:34	298	1.520 L	7:34	7:34	7:34	7:34	7:36	8:52	10:08	11:24
10	9:26	239	2.374 L	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48
12	11:20	199	3.418 L	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38
15	14:10	159	5.342 L	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04
18	17:00	133	7.692 L	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41
21	19:50	114	10.470 L	19:50	26:10	34:54	43:37	52:21	61:00	69:48	78:31
24	22:40	99	13.674 L	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33
27	25:30	88	17.306 L	28:51	43:16	57:41	72:07	86:32	100:57	115:22	129:48
30	28:20	80	21.366 L	35:37	53:25	71:13	89:02	106:50	124:38	142:26	160:15
33	31:10	72	28.852 L	43:05	64:38	86:10	107:43	129:16	150:43	172:21	193:53
36	34:00	66	30.768 L	51:17	76:55	102:34	128:12	153:50	179:29	205:07	230:46
42	39:48	57	41.883 L	69:48	104:42	139:37	174:30	209:24	244:19	279:13	314:07
48	45:34	50	54.705 L	91:10	136:45	182:21	227:55	273:31	319:06	364:42	410:17
54	51:02	44	69.236 L	115:24	173:05	230:47	288:29	346:11	403:53	461:34	519:16
60	56:40	40	85.476 L	142:28	213:41	284:55	356:09	427:23	498:37	569:50	641:04

for size and length of pipe indicated for Q = 0.0015

NOTE: If there has been no leakage, (zero P.S.I.G. drop), after one hour of testing, the test shall be accepted and the test complete. (See Section 7.5)

TABLE II

Minimum specified time required for a 0.5 P.S.I.G. Pressure Drop
for size and length of pipe indicated for Q = 0.0015

1 Pipe Diameter (Inches)	2 Minimum Time (Min:Sec)	3 Length for Minimum Time (Ft.)	4 Time for Longer Length (Sec)	Specification Time for Length (L) Shown (Min:Sec)							
				100 Ft.	100 Ft.	100 Ft.	100 Ft.	100 Ft.	100 Ft.	100 Ft.	100 Ft.
4	1:53	597	.190 L	1:53	1:53	1:53	1:53	1:53	1:53	1:53	1:53
6	2:50	398	.427 L	2:50	2:50	2:50	2:50	2:50	2:50	2:51	3:12
8	3:47	298	.760 L	3:47	3:47	3:47	3:47	3:48	4:26	5:04	5:42
10	4:43	239	1.187 L	4:43	4:43	4:43	4:57	5:56	6:55	7:54	8:54
12	5:40	199	1.709 L	5:40	5:40	5:42	7:08	8:33	9:58	11:24	12:50
15	7:05	159	2.671 L	7:05	7:05	8:54	11:08	13:21	15:35	17:48	20:02
18	8:30	133	3.846 L	8:30	9:37	12:49	16:01	19:14	22:26	25:38	28:51
21	9:55	114	5.235 L	9:55	13:05	17:27	21:49	26:11	30:32	34:54	39:16
24	11:20	99	6.837 L	11:24	17:57	22:48	28:30	34:11	39:53	45:35	51:17
27	12:45	88	8.653 L	14:25	21:38	28:51	36:04	43:16	50:30	57:42	64:54
30	14:10	80	10.683 L	17:48	26:43	35:37	44:31	53:25	62:19	71:13	80:07
33	15:35	72	12.926 L	21:33	32:19	43:56	53:52	64:38	75:24	86:10	96:57
36	17:00	66	15.384 L	25:39	38:28	51:17	64:06	76:55	89:44	102:34	115:23
42	19:54	57	20.942 L	34:54	52:21	69:49	87:15	104:42	122:10	139:37	157:04
48	22:47	50	27.352 L	45:35	68:23	91:11	113:58	136:46	159:33	182:21	205:09
54	25:31	44	34.618 L	57:42	86:33	115:24	144:15	173:05	201:56	230:47	259:38
60	28:20	40	42.738 L	71:14	106:51	142:28	178:05	213:41	249:18	284:55	320:32

NOTE: If there has been no leakage, (zero P.S.I.G. drop), after one hour of testing, the test shall be accepted and the test complete. (See Section 7.5)

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HYDROSTATIC LEAKAGE TEST

JOB. NO. _____ PROJECT: _____

CONTRACTOR: _____ CLIENT: _____

WATERLINE TESTED AT: _____ _____
(Street Name) (Station of Gauge)

FROM STATION _____ TO STATION _____ ON _____

WATERLINE SIZE _____ TYPE _____

TESTED _____, _____ AT _____ FOR _____
TOTAL L.F. PIPE SIZE PSI DURATION

ALLOWABLE LEAKAGE _____ PER 1,000 L.F. OR _____ PER _____
GALS./HR. TOTAL GALS. TOTAL L.F.

1ST TEST _____, _____ AND _____
PASS / FAIL PRESSURE LOST GALLONS LOST

2nd TEST _____, _____ AND _____
PASS / FAIL PRESSURE LOST GALLONS LOST

APPROVED BY _____
(INSPECTOR)

COMMENTS: _____

ALLOWABLE LEAKAGE PER 1,000 FEET OF WATERMAIN:

PIPE SIZE INCH DIAMETER	ALLOWABLE LEAKAGE GALS. / 1,000 FEET
6	1
8	1.3
10	1.6
12	1.9
16	2.5
20	3.2
24	3.8
30	4.8
36	5.7

NOTE: IN NO CASE SHALL THE TESTED SECTION EXCEED 2,000 FEET IN LENGTH.

PROJECT: _____ **SHEET NO. 1 OF** _____

JOB NO. _____ **STREET:** _____

CONTRACTOR: _____ **PROJECT REP:** _____

MANHOLE VACUUM TEST

M.H. NO.	M.H. Diameter (in.)	M.H. Depth (ft.) (btm.m.h. cover to shelf)	Vacuum Required (in Hg)	Vacuum Attained (in Hg)	Vacuum Drop (in Hg)	Holding Time Required (sec.)	Pass/ Fail	Date Tested	Contractor Attest	Engineer Attest	Remarks

TABLE 1 – Minimum Test Times for Various Manhole Diameter									
Depth	Diameter, in.								
(ft)	30	33	36	42	48	54	60	66	72
Time(s)									
8	11	12	14	17	20	23	26	29	33
10	14	15	18	21	25	29	33	36	41
12	17	18	21	25	30	35	39	43	49
14	20	21	25	30	35	41	46	51	57
16	22	24	29	34	40	46	52	58	67
18	25	27	32	38	45	52	59	65	73
20	28	30	35	42	50	53	65	72	81
22	31	33	39	46	55	64	72	79	89
24	33	36	42	51	59	64	78	87	97
26	36	39	46	55	64	75	85	94	105
	39	42	49	59	69	81	91	101	113
	42	45	53	63	74	87	98	108	121

Note: Allowable drop equals 1 in. Hg for time shown

PROJECT REP: _____

DATE: _____

SECTION 014100 - REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 WORK INCLUDED

A. OSHA Requirements

B. Roadway Limits

1.2 OSHA REQUIREMENTS

A. All work, including site safety, equipment, materials, and fabricated items provided under the Contract, shall comply with the provisions of the "Occupational Safety and Health Act" (OSHA), and all other applicable federal, state, county and local laws, ordinances, codes, the requirements set forth herein, and any regulations that may be specified in other parts of these Contract Documents. Where any of these are in conflict, the more stringent requirements shall be followed. Job site safety shall be the sole responsibility of the Contractor.

B. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth herein.

1.3 ROADWAY LIMITS

A. Contractor shall comply with posted roadway weigh restrictions including any seasonal weight restrictions established by the governing highway authority.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

Not Applicable.

END OF SECTION 014300

SECTION 014300 - FIELD ENGINEERING

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Survey and field engineering.

B. Quality control.

C. Submittals.

D. Project record documents.

1.2 QUALITY ASSURANCE

A. Employ a Professional Surveyor registered in the State of Ohio and acceptable to Owner, to perform survey work of this section.

B. Submit evidence of Surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate.

1.3 SUBMITTALS FOR REVIEW

A. Submit name, address, and telephone number of Surveyor before starting work.

B. On request, submit documentation verifying accuracy of survey work.

C. Submit a certificate signed by the Professional Surveyor, that the elevations and locations of the Work are in conformance with Contract Documents.

1.4 PROJECT RECORD DOCUMENTS

A. Maintain a complete and accurate log of control and survey work as it progresses. The project record documents shall be available at every progress meeting for verification that the actual work is being properly recorded.

B. Submit Record Documents under provisions of Section 017800.

1.5 EXAMINATION

A. Verify locations of survey control points prior to starting work.

B. Promptly notify Engineer of any discrepancies discovered.

1.6 SURVEY REFERENCE POINTS

A. Contractor to locate and protect survey control and reference points.

B. Control datum for survey that is indicated on Drawings.

C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.

D. Promptly report to Engineer the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.

E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Engineer.

1.7 SURVEY REQUIREMENTS

A. Provide field survey services. Utilize recognized survey practices.

B. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:

1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
2. Grid or axis for structures.
3. Building foundation, column locations, and ground floor elevations.
4. All other proposed work as shown on the Drawings.

C. Periodically verify layouts by same means.

1.8 SURVEYS FOR MEASUREMENT AND PAYMENT

A. Perform surveys to determine quantities of unit cost, including control surveys to establish measurement reference lines at request of Owner or Engineer. Notify Owner and Engineer prior to starting work.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

Not Applicable.

END OF SECTION 014300

SECTION 014500 - QUALITY CONTROL

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Quality assurance and control of installation.

B. References.

C. Tolerances.

D. Audio Video Recording of Site.

E. Manufacturers’ field services and reports.

F. Manufacturer's certificates.

G. Testing services.

1.2 QUALITY ASSURANCE/CONTROL OF INSTALLATION

A. Contractor shall monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

B. Contractor shall comply fully with manufacturers' instructions, including each step in sequence.

C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.

D. Contactor shall comply with specified standards as a minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. Work shall be performed by persons qualified to produce workmanship of specified quality.

F. Contractor shall secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.3 REFERENCES

A. Conform to reference standard by date of issue current on date of Contract Documents.

B. Obtain copies of standards when required by Contract Documents.

C. Should specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.

D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.4 TOLERANCES

A. Contractor shall monitor tolerance control of installed products to produce acceptable work and shall not permit tolerances to accumulate.

B. Contractor shall comply with manufacturer's tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.

C. Contractor shall adjust products to appropriate dimensions; position before securing products in place.

1.5 AUDIO / VIDEO RECORDING OF SITE

A. Scope of Work

1. Furnish all labor, materials and equipment to furnish color video / audio recording of the project site in accordance with the drawings and as specified herein.
2. Furnish copies of a continuous color video / audio recording of the entire area within fifty (50) feet of the construction area to concerned parties as described below. The recording shall be taken prior to any construction activity.
3. The Engineer reserves the right to reject the audio / video recording because of poor quality, unintelligible audio or uncontrolled pan or zoom. Any recording rejected by the Engineer shall be rerecorded at no cost to the client. Under no circumstances shall construction begin until the Engineer has received and accepted the audio / video recording.
4. The recording shall be performed by a qualified, established audio / video recording firm knowledgeable in construction practices which has a minimum of one year of experience in the implementation of established inspection procedures.
5. The audio / video recording firm shall submit three letters of recommendation from municipalities, and/or engineering firms indicating previous experience and ability to perform the work described in this contract. Data substantiating qualifications must be submitted and accepted prior to performing the survey.
6. Prior to recording, all areas to be recorded shall be investigated visually with notation made of features not readily visible by recording methods. This would include but not limited to culverts (size, type and condition) and manholes that may be partially buried. Record all measurements made during inspection.

B. Media

1. DVD's

a. DVD media shall be previously unrecorded standard quality DVD-R's with "Slimline" cases, labeled as described below

2. Labeling
   a. All recording media and cases shall bear labels with the following information:
      1) Media Number
      2) Owner's Name
      3) Date of Recording
      4) Project Name and Number
         a) In a manner acceptable to the Engineer upon completion of the work and delivery of the media.
3. Ownership
   a. All discs and written records shall become the property of the Owner. Four copies of the finished audio / video recording shall be distributed to the following:
      1) One (1) copy to the Owner
      2) Two (2) copies to the Engineer
      3) One (1) copy to be retained by the Contractor.

C. Execution

1. Color Video / Audio Survey
   a. Furnish a continuous color video / audio recording of the entire area within fifty (50) feet of construction in accordance with the drawings and as specified herein.
   b. Complete coverage shall include all surface features within 50 feet of the work area to be utilized by the Contractor and shall be supported by appropriate audio description made simultaneously with video coverage.
      1) General: Such coverage shall include, but not limited to, all existing driveways, sidewalks, curbs, ditches (drainage patterns are of particular concern), roadways (including condition of surface for full width, landscaping, trees, culverts, headwalls, catch basins, retaining walls, equipment, structures, pavements, manholes, vaults, handrails, fences, visible utilities, etc. and all buildings (interior and exterior) located within the aforementioned work zone. Video coverage shall extend to the maximum height of all structures within this zone. Of particular concern are existing faults, fractures, defects, or other imperfections.
      2) Streets: Unless otherwise noted, streets and street areas shall be recorded by audio / video tape for full width of the zone of influence of construction, including both sides of the street. The term street shall be understood to mean street, highway, avenue, boulevard, road, alley, lane, driveway, parking lot, etc., and all adjacent areas within the possible zones of the influence of construction.
      3) Easements: Easements shall be recorded by audio / video tape for the full width of the permanent and temporary easements and all other adjacent areas lying within the zone of influence of construction. Easements shall be understood to mean all areas not in streets that require tape coverage. Also, included in this coverage should be any

areas that are intended to be used for construction access, storage, or waste disposal.

2. All recording shall be done during times of good visibility. No recording shall be done during periods of visible precipitation, or when more than ten percent of the ground area is covered with standing water, unless otherwise authorized by the Owner.
3. Each recording shall begin with the Owner's name, Contract name and number, the Contractor's name, date and location information such as street name, direction of travel, viewing side, etc.
4. Information appearing in the recording must be continuous and can simultaneously by computer generated, transparent digital information. No editing or overlaying of information at a later date will be acceptable.
5. Digital information to appear in the recording shall be as follows:
   a. Name of Contractor
   b. Month, Day, Year, Hour, Minutes and Seconds, electronically displayed accurately and continuously throughout the recording.
   c. Name of project and Specification Number.
6. Time must be accurate and continuously generated.
7. Written documentation must coincide with the information on the tape so as to provide for easy retrieval of locations sought for at a later date.
8. The video system shall have the capability to transfer individual frames of video electronically into hard copy prints or photographic negatives.
9. Audio: All audio shall be recorded at the same time as the video recording and shall have the same information as on the viewing screen. Audio for each recording shall begin with the current date, project name and municipality, and be followed by the general locations (i.e. name of the street or property owner), location of cross county line, viewing side, and direction of progress. The engineering stationing (where required) shall be noted on the audio track. Houses and buildings shall be identified audibly by owner name and address where available. Special commentary shall be given for unusual conditions of buildings, sidewalks and curbing, foundations, trees and shrubbery, structures, equipment, pavement, etc.
10. Prior to commencement of audio / video recording, the Contractor shall notify the Engineer in writing when and where the audio / video recording will begin. The Engineer may provide a designated representative to accompany and oversee coverage of all recording operations. Audio / video recording completed without and engineering representative present will be unacceptable unless specifically authorized by the Engineer.

1.6 MANUFACTURERS' FIELD SERVICES AND REPORTS

A. When specified in individual specification sections or when requested by Engineer, Contractor shall require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions of surfaces and installation, and quality of workmanship.

B. Contractor shall submit qualifications of observer to Engineer 30 days in advance of required observations.

C. Contractor shall report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturer' written instructions.

D. Contractor shall submit report in duplicate within 30 days of observation to Engineer for information.

1.7 MANUFACTURERS' CERTIFICATES

A. When required by specified sections, submit three copies of manufacturer's certificates that certify the products meet or exceed specified requirements.

1.8 TESTING SERVICES

A. When required by specified sections, Contractor shall appoint, employ and pay for specified services of an independent firm to perform testing.

B. The independent firm will perform tests and other services specified in individual specification sections and as required by the Engineer.

C. Testing and source quality control may occur on or off the project site. Perform offsite testing as required by the Engineer or the Owner.

D. Reports will be submitted by the independent firm to the Engineer and Contractor indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.

E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.

1. Notify Engineer and independent firm 24 hours prior to expected time for operations requiring services.
2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.

F. Testing does not relieve Contractor to perform Work to contract requirements.

G. Re-testing required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions of the Engineer. Payment for re-testing will be charged to the Contractor by deducting testing charges from the Contract Sum/Price.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

Not Applicable.

END OF SECTION 014500

SECTION 015000 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

A. Work Included:

1. Temporary utilities.
2. Barriers.
3. Tree removal.
4. Contractor office and storage shed(s).
5. Engineer's field office.
6. Protection of installed work.
7. Temporary support facilities.
8. Removal of utilities, facilities, and controls.
9. Dust control.
10. Water, erosion and sediment control.
11. Noise control.
12. Traffic control.
13. Site security.
14. Site cleanup.
15. Continuous treatment provisions.

B. Contractor shall arrange for and provide temporary facilities as specified herein and as required for proper and expeditious prosecution of the Work.

C. Contractor shall pay all costs, except as otherwise specified, until final acceptance of the Work unless Owner makes arrangements for use of completed portions of the Work after substantial completion in accordance with the provisions of the General Conditions.

D. Contractor shall make all temporary connections to utilities and services in locations acceptable to Owner and local authorities having appropriate jurisdiction.

1. Furnish all necessary labor and materials.
2. Make all installations in a manner subject to the acceptance of such authorities and Owner.
3. Maintain such connections.
4. Remove temporary installation and connection when no longer required.
5. Restore services and sources of supply to proper operating conditions.

1.2 TEMPORARY UTILITIES

A. Temporary Electricity

1. Arrange for and provide for all temporary electrical service required for the project. Provide for all temporary drops required by the work.

2. All work shall comply with all local, state and federal requirements. Include lock-out tag-out procedures and devices as necessary.

B. Temporary Lighting

1. Provide lighting as required of the various trades and the work being performed.

C. Temporary Sanitary Facilities

1. Provide and maintain required facilities and enclosures.
2. Provide sufficient number for number of workmen and women employed. Locate near work areas. Perform regular maintenance as needed to control odors.
3. At end of construction, remove facilities or return existing facilities to same or better condition as originally found.

D. Temporary Water

1. Contractor shall supply its own water during construction. Contractor shall also provide its own piping, valves and appurtenances for its requirements. Connection to the existing water system shall be coordinated with the Owner and shall meet all code requirements including disinfection and backflow prevention.

E. Temporary Fire Protection

1. Contractors who maintain or provide an enclosed shed or trailer shall provide and maintain in operating order in each shed or trailer a minimum of one fire extinguisher. More extinguishers shall be provided as necessary. Fire extinguishers shall be minimum dry chemical, nonfreezing type, UL rating 2A-30BC, with 10-pound capacity for Class A, B and C fires.

1.3 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas, to allow for Owner's use of site, and to protect existing facilities and adjacent properties from damage from construction activities and demolition.

B. Provide barricades required by governing authorities for public rights-of-way.

C. Protect vehicular traffic, stored materials, site, and structures from damage.

1.4 TREE REMOVAL

A. No tree removal will be permitted outside the designated construction work limits without permission of the Owner or Engineer.

B. Trees which are not removed will be protected by ensuring that trees to be removed are felled so as not to injure the remaining trees.

C. Prior to site clearing or tree trimming, the contractor and Owner shall walk the site in an effort to designate the trees to be saved and those to be trimmed back or removed. A barrier will be placed at an appropriate distance from the trunks and root systems of the trees to remain.

D. Soil and other materials will not be stored next to or within the drip-line of trees.

E. The contractor shall repair all injuries to bark, trunks, limbs, and roots of remaining vegetation by properly dressing, cutting, bracing, and painting using only approved tree surgery methods, tools, and materials.

F. Selective pruning of tree limbs prior to initiation of construction should only be used within the established construction work limits where removal is required for construction activities.

1.5 CONTRACTOR OFFICE AND STORAGE SHED(S)

A. Contractor shall provide facilities to meet Contractor's needs.

B. Provide telephone as required for Contractor's needs. At a minimum, Contractor shall maintain telephone service to the project site to facilitate communication with site supervisory personnel.

C. Maintain a copy of the Contract Documents for the specific use of marking to reflect the construction records. Clearly indicate in red the modifications or alterations to the original documents. Attach supporting documentation as necessary. The Contractor shall continually update these documents.

D. Provide storage areas and sheds of size to meet storage requirements for products of individual sections, allowing for access and orderly provision for maintenance and for observation of products to meet requirements of Section 01600 – Materials and Equipment.

1.6 ENGINEER'S FIELD OFFICE

A. None Required.

1.7 PROTECTION OF INSTALLED WORK

A. Protect installed Work and provide special protection where specified in individual specification sections.

B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to prevent damage.

C. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing

material manufacturer.

D. Prohibit traffic from landscaped areas.

1.8 SUPPORT FACILITIES

A. Contractor shall provide whatever facilities and services which may be needed to properly support primary construction processes and meet compliance requirements and governing regulations.

B. Contractor shall not use permanent facilities except as otherwise indicated, unless authorized by Owner.

1.9 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities, and materials just prior to final completion inspection.

B. Clean and repair damage caused by installation or use of temporary facilities.

C. Restore existing facilities used during construction to specified, or to original or better condition.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

3.1 DUST CONTROL

A. Contractor shall execute the Work by methods to minimize raising dust from construction operations.

B. Contractor shall provide positive means to prevent airborne dust from dispersing into atmosphere.

3.2 WATER, EROSION AND SEDIMENT CONTROL

A. Contractor shall grade site to drain and shall maintain excavations free of water. Provide, operate and maintain pumping equipment.

B. Contractor shall protect site from puddling or running water.

C. Contractor shall provide erosion control measures as necessary to control discharge of sediment laden water to surface waters and wetlands.

D. Except as provided in the Contract Documents, overland discharge of water from dewatering operations shall not be allowed. Depending on water quality, such water shall either be piped directly to the surface water or shall be directed to sedimentation basins or other such structures or features prior to discharge to surface waters so as not to cause damage to existing ground and improvements, erosion, or deposition in the discharge area.

E. Contractor shall use jute or synthetic netting, silt fences, straw bales, dikes, channels and other applicable measures to prevent erosion of soils disturbed by its construction operation.

F. Restoration of the site shall proceed concurrently with the construction operation. See Drawings and Specifications for erosion control measures in addition to that which may be required above.

3.3 NOISE CONTROL

A. Provide methods, means and facilities to minimize noise produced by construction operations.

3.4 TRAFFIC CONTROL

A. Contractor shall be responsible for providing all signs, barricades, flagmen and other traffic control devices in the construction zone.

B. All traffic control measures shall meet the requirements of the Ohio Manual of Uniform Traffic Control Devices.

C. Do not close or obstruct roadways without approval of the Owner.

D. Maintain two-way traffic on streets at all times unless the Owner and the governing agency authorize one-way traffic for given areas and during specific operations.

E. Conduct construction operations with minimum interference to roadways.

3.5 SITE SECURITY

A. Contractor shall have the sole responsibility of safeguarding the Site perimeter to prevent unauthorized entry to the Site throughout the duration of the Project. Contractor shall at all times provide such permanent and temporary fencing or barricades or other measures as may be necessary to restrict unauthorized entry to its construction area including construction in public right-of-way or easements. Site security measures shall include safeguards against attractive nuisance hazards as a result of construction activity.

B. Contractor shall at all times be responsible for the security of the Work including materials and equipment. Owner will not take any responsibility for missing or

damaged equipment, tools, or personal belongings. Contractor shall have the sole responsibility of safeguarding the Work and the Site throughout the duration of the Project.

3.6 SITE CLEANUP

A. Contractor shall cleanup the Site and remove all rubbish on a weekly basis unless a more frequent interval is warranted by the volume or type of rubbish present.

B. Contractor shall cleanup public streets and highways and remove any dirt, mud, or other materials due to project traffic on a daily basis and shall comply with all local and state ordinances and permit regulations.

3.7 CONTINUOUS TREATMENT PROVISIONS

A. The Contractor shall be responsible for obtaining approval from Ohio EPA for use of temporary pumping facilities, piping and other items in order to complete the project without any bypassing of treatment operations.

B. Continuous treatment must be provided at the same level during construction as existed prior to construction.

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

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

END OF SECTION 015000

SECTION 016000 - MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Work Included: Contractor shall be responsible for the delivery, handling, storage and protection of all material and equipment required to complete the Work as specified herein.

B. Related Sections and Divisions: Specific requirements for the handling and storage of material and equipment are described in other sections of theses Specifications.

1.2 RELATED SECTIONS

A. Bid Documents - Instructions to Bidders: Product options and substitution procedures.

B. Section 013300 - Submittals

1.3 PRODUCTS

A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.

B. Provide interchangeable components of the same manufacturer, for similar components.

C. When any construction deviations from the Drawings and/or Specifications necessary to accommodate equipment supplied by Contractor result in additional costs to the Contractor or other contractors, such additional costs shall be borne by the Contractor. Contractor shall also pay any additional costs necessary for revisions of Drawings and/or Specifications by the Engineer.

D. Each major component of equipment shall bear a nameplate giving the name and address of the manufacturer and the catalog number or designation.

1.4 TRANSPORTATION AND HANDLING

A. Materials, products and equipment shall be properly containerized, packaged, boxed and protected to prevent damage during transportation and handling.

B. Contractor shall not overload any portion of the structure in the transporting or storage of materials.

C. Contractor shall not damage other construction by careless transportation, handling, spillage, staining or impact of materials.

D. Contractor shall provide equipment and personnel to handle products, including those provided by Owner, by methods to prevent soiling and damage.

E. Contractor shall provide additional protection during handling to prevent marring and otherwise damaging products, packaging and surrounding surfaces.

F. Contractor shall handle products by methods to avoid bending or overstressing. Lift large and heavy components only at designated lift points.

1.5 DELIVERY AND RECEIVING

A. Contractor shall arrange deliveries of products in accordance with the Progress Schedule, allowing time for observation prior to installation.

B. Contractor shall coordinate deliveries to avoid conflict with the Work and conditions of the Site; limitations on storage space; and availability of personnel and handling equipment.

C. Contractor shall deliver products in undamaged, dry condition, in original unopened containers or packaging with identifying labels intact and legible.

D. Contactor shall clearly mark partial deliveries of component parts of equipment to identify equipment and contents to permit easy accumulation of parts and to facilitate assembly.

E. Immediately upon delivery, Contractor shall inspect shipment to assure:

1. Product complies with requirements of Contract Documents and reviewed submittals.
2. Quantities are correct.
3. Accessories and installation hardware are correct.
4. Containers and packages are intact and labels legible.
5. Products are protected and undamaged.

1.6 STORAGE AND PROTECTION

A. Contractor shall store products, immediately on delivery, in accordance with manufacturer's instructions, with seals and labels intact and legible.

B. Equipment Manufacturer shall coordinate with Contractor to clarify storage requirements for equipment to be delivered to the site. Coordination shall be completed in advance of the projected delivery date to assure adequate facilities will be available for protection of the equipment.

C. In enclosed storage, Contractor shall:

1. Provide suitable temporary weather tight storage facilities as may be required for materials that will be damaged by storage in the open.

2. Maintain temperature and humidity within ranges stated in the manufacturer's instructions.
3. Provide ventilation for sensitive products as required by manufacturer's instructions.
4. Store unpacked and loose products on shelves, in bins or in neat groups of like items.
5. Store solid materials such as insulation, tile, mechanical and electrical equipment, fittings, and fixtures under shelter, in original packages, away from dampness and other hazards.
6. Store liquid materials away from fire or intense heat and protect from freezing.

D. At exterior storage, Contractor shall:

1. Store unit materials such as concrete block, brick, steel, pipe, conduit, door frames and lumber off ground, out of reach of dirt, water, mud and splashing.
2. Store tools or equipment that carry dirt outside.
3. Store large equipment so as to not damage the Work or present a fire hazard.
4. Cover products subject to discoloration or detention from exposure to the elements, with impervious sheet material and provide ventilation to avoid condensation.
5. Completely cover and protect equipment or material that is prime coated or finish painted with secured plastic or cloth tarps. Store out of reach of dirt, water, mud and splashing.
6. Store loose granular materials on clean, solid surfaces such as pavement, or on rigid sheet materials, to prevent mixing with foreign matter.
7. Provide surface drainage to prevent erosion and ponding of water.
8. Prevent mixing of refuse or chemically injurious materials or liquids.
9. Cover aggregates such as sand and gravel in cold wet weather.
10. Remove all traces of piled bulk materials at completion of work and return site to original or indicated condition.

1.7 MAINTENANCE OF STORAGE

A. Contractor shall periodically inspect stored products on a scheduled basis.

B. Contractor shall verify that storage facilities comply with manufacturer's product storage requirements, and verify that the manufacturer's required environmental conditions are maintained continually.

C. Contractor shall verify that surfaces of products exposed to the elements are not adversely affected and that any weathering of finishes is acceptable under requirements of the Contract Documents.

D. Contractor shall perform scheduled maintenance of equipment in storage as recommended by the manufacturer. A record of the maintenance shall be kept and turned over to the Engineer when the equipment is installed.

1.8 INSTALLATION REQUIREMENTS

A. Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the respective manufacturers, unless otherwise noted.

B. After installation, Contractor shall protect all materials and equipment against weather, dust, moisture, and mechanical damage.

C. Contractor shall be responsible for all damages that occur in connection with the care and protection of materials and equipment until completion and final acceptance of the Work by the Owner. Damaged material and equipment shall be immediately removed from the Site.

1.9 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.

C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.

1.10 SUBSTITUTIONS AFTER NOTICE TO PROCEED

A. Engineer will consider requests for Substitutions only within 45 days after date of Notice to Proceed.

B. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.

C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.

D. A request constitutes a representation that the Contractor:

1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
2. Will provide the same warranty for the Substitution as for the specified product.
3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
4. Waives claims for additional costs or time extension which may subsequently become apparent.
5. Will reimburse Owner for review or redesign services associated with re-approval by authorities.
6. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.

1.11 SUBSTITUTION SUBMITTAL PROCEDURE

A. Submit in accordance with Section 013300 - Submittals.

B. The Engineer will notify Contractor, in writing, of decision to accept or reject request.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

Not Applicable.

END OF SECTION 016000

SECTION 017800 - CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Closeout procedures.

B. Final cleaning.

C. Adjusting.

D. Operation and maintenance data.

E. Warranties.

F. Spare parts and maintenance materials.

1.2 CLOSEOUT PROCEDURES

A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Owner's inspection.

B. Provide submittals to Owner that are required by governing or other authorities.

C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.3 FINAL CLEANING

A. It is the Contractor’s responsibility to completely clean up the construction site at the completion of the Work.

1.4 ADJUSTING

A. Contractor shall adjust operating products and equipment to ensure smooth and unhindered operation.

1.5 OPERATION AND MAINTENANCE DATA

A. Provide per Section 017823.

1.6 WARRANTIES

A. Contractor shall provide warranties beyond one-year warranty as required by technical sections and as follows:

1. Provide duplicate notarized copies of equipment warranty.
2. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers.

B. Include in the Operation and Maintenance Manual.

C. Submit prior to request for Substantial Completion.

D. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

1.7 SPARE PARTS AND MAINTENANCE MATERIALS

A. Contractor shall provide spare parts and maintenance materials as outlined in the specification sections related to the equipment supplied.

B. Include in the Operation and Maintenance Manual.

C. Submit prior to final Application for Payment.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

Not Applicable.

END OF SECTION 017800

SECTION 017823 - OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Format and content of manuals.

B. Schedule of submittals.

1.2 RELATED SECTIONS

A. Section 013300 - Submittals: Submittals procedures; Shop drawings, product data, and samples.

B. Section 016000 - Material and Equipment: Systems demonstration.

C. Section 017800 - Contract Closeout: Contract Closeout Procedures; Project Record Documents.

D. Individual Specifications Sections: Specific requirements for operation and maintenance data.

1.3 QUALITY ASSURANCE

A. Prepare instructions and data by personnel experienced in maintenance and operation of described products.

1.4 FORMAT

A. Prepare data in the form of an instructional manual.

B. Binders: Commercial quality, 8-1/2 x 11 inch three-ring binders with hardback, cleanable, plastic covers. When multiple binders are used, correlate data into related consistent groupings.

C. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; list title of Project; identify subject matter of contents.

D. Arrange content by systems under section numbers and sequence of Table of Contents of this Project Manual.

E. Provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.

F. Text: Manufacturer's printed data, or typewritten data on 24-pound paper.

G. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

1.5 CONTENTS, EACH VOLUME

A. Table of Contents: Provide title of Project; names, addresses, and telephone numbers of Architect/Engineer, subconsultants, and Contractor with name of responsible parties; schedule of products and systems, indexed to content of the volume.

B. For Each Product or System: List names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.

C. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.

D. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams.

E. Type Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

F. Warranties and Bonds: Bind in copy of each.

1.6 MANUAL FOR MATERIALS AND FINISHES

A. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Provide information for re-ordering custom manufactured products.

B. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.

C. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.

D. Additional Requirements: As specified in individual product specification Sections.

1.7 SUBMITTALS

A. Submit one copy of preliminary draft or proposed format and outline of content before start of Work. Engineer will review draft and return copy with comments.

B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.

C. Submit one copy of completed volumes in final form 15 days prior to final inspection. Copy will be returned after final inspection, with Engineer comments. Revise content of documents as required prior to final submittal.

D. After approval of draft by Engineer, Contractor shall submit three copies to Owner.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

Not Applicable.

END OF SECTION 017823

SECTION 017839 – PROJECT RECORDS, DRAWINGS

PART 1 - GENERAL

1.1 RECORD DRAWINGS

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

B. The Contractor shall furnish dimensioned drawings indicating locations of all underground mechanical and electrical facilities.

PART 2 - PRODUCTS

Not Applicable.

PART 3 - EXECUTION

Not Applicable.

END OF SECTION 017839

SECTION 310000 - EARTHWORK

PART 1 - GENERAL

1.1 SUMMARY

A. The Work covered by this Section shall include all excavation, trenching and related work for the construction of the designated structures and pipelines, backfill and other incidental work.

B. The Work covered by this Section consists of:
1. making all necessary excavations for the construction of all Work;
2. preparing subgrade for foundations, slabs, walks, and pavements;
3. doing all pumping, fluming, and dewatering necessary to keep the trenches and other excavation free from water;
4. providing for uninterrupted flow of existing drains and sewers, and the disposal of water from any sources during the progress of the Work;
5. supporting and protecting all trench walls, structures, pipes, conduits, culverts, posts, poles, wires, fences, buildings and other public and private property adjacent to the Work;
6. removing and replacing existing sewers, culverts, pipelines and bulkheads where necessary;
7. removing after completion of the Work all sheeting and shoring or other soil support materials not necessary to support the sides of trenches;
8. removing and disposing all surplus excavated material;
9. doing all backfilling and grading, of compacting backfill to limits specified or ordered by the Engineer;
10. restoring all property damaged as a result of the Work involved in this Contract.

C. The Work includes transporting surplus excavated materials not needed for backfill at the location where the excavation is made, to other parts of the Work where filling is required, and disposal of all types of surplus material off the site.

D. The work shall include but is not limited to excavation of trenches for installation of sanitary sewer pipes, placement of subgrade or base materials for pavement and walk, and any earthwork activities related to improvements detailed in the plans.

1.2 RELATED DOCUMENTS AND SECTIONS

A. Section 013319 – Field Testing Requirements

B. Section 030000 - Concrete Work

C. Section 333100 – Sanitary Sewer System

1.3 DEFINITIONS

A. Backfill: Soil or granular materials used to fill an excavation.
   1. Initial Backfill: Backfill placed beside and over pipe in a trench, not including haunches to support sides of pipe.
   2. Final Backfill: Backfill placed over initial backfill to fill a trench.

B. Bedding: Layer placed over the excavated subgrade in a trench before laying pipe.

C. Borrow: Satisfactory soil imported for use as fill or backfill.

D. Excavation: Removal and disposal of material encountered above subgrade or foundation elevations.

   1. Additional Excavation: Excavation below subgrade or foundation elevations as directed by Engineer.
   2. Trench: Narrow linear excavation
   3. Unauthorized Excavation: Excavation below subgrade or foundation elevations or beyond indicated dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.
   4. Unclassified Excavation: Excavation to subgrade elevations regardless of the character of surface or subsurface conditions encountered, including rock, soil materials and obstructions.

E. Embankment: A structure consisting of soil, granular material, shale, rock, or other approved material, constructed in layers to a predetermined elevation and cross-section.

F. Granular materials: Natural aggregate, such as broken or crushed rock, gravel, or sand that can be readily incorporated into an 8-inch layer, and in which at least 65% by weight of the grains or particles are retained in a No. 200 sieve.

G. Laboratory Dry Weight: The maximum laboratory dry weight shall be the weight provided by the laboratory when the sample is tested in accordance with ASTM D-698 Method A, C, or D.

H. Optimum Moisture: The water content at which the maximum density is produced in a soil by a given compaction effort (ASTM D-698).

I. Pavement Prism: Also referred to as the zone of influence. The area below a line drawn 45 degrees to the horizontal from the surface at the edge of pavement, sidewalk or curb.

J. Pipe Embedment: The material placed in a trench surrounding a pipe or conduit consisting of the foundation, bedding, haunching, and initial backfill.

K. Rock: Rock material in beds, ledges, unstratified masses, and conglomerate deposits and boulders of rock material one (1) cu. yd. or more in volume that when tested by an independent geotechnical testing agency, according to ASTM D 1586, exceeds a standard penetration resistance of 100 blows/2 inches.

L. Shale: Laminated material, formed by the consolidation in nature of soil, having a finely stratified structure. For the purpose of these specifications, the following bedrock types shall also be considered shale: mudstone, claystone, siltstone and hard clay.

M. Soil: All earth materials, organic or inorganic, which have resulted from natural processes such as weathering, decay, and chemical reaction.

N. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, pavement, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

O. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage course, or topsoil materials.

P. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.4 SUBMITTALS

A. Comply with all provisions of Section 013323, Shop Drawings and Submittals.

B. Product Data: For the following:
   1. Source-locations of all materials shall be identified to the Engineer.
   2. Source quality laboratory test of all fill materials as required to show compliance with material specifications.

C. Shop Drawings: Submit information for the following items:
   1. Dewatering system and standby equipment.
   2. Excavation procedures.

1.5 REFERENCES

A. AASHTO M 43 Standard Specification for Size of Aggregate for Road and Bridge Construction

B. ASTM C-150 Standard Specification for Portland Cement

C. ASTM C-618 Standard Specification for Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland Cement Concrete

D. ASTM D-698 Standard Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 5.5-lb (2.49-kg) Rammer and 12-in. (305-mm) Drop

E. ASTM D-1586 Standard Method for Penetration Test and Split-Barrel Sampling of Soils

F. ASTM D-2487 Standard Test Method for Classification of Soils for Engineering Purposes

G. ASTM D-2940 Standard Specification for Graded Aggregate Material for Bases or Subbases for Highways or Airports

H. ASTM D-4253 Standard Test Method for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table

I. ASTM D-4254 Standard Test Method for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density

J. State of Ohio - Department of Transportation - Construction and Material Specifications, Item 304, Aggregate Base.

K. State of Ohio - Department of Transportation - Construction and Material Specifications, Material Detail 703.16, Suitable Materials for Embankment Construction.

L. State of Ohio - Department of Transportation - Construction and Material Specifications, Material Detail 703.02.A.2, Fine Aggregate for Portland Cement Concrete

1.6 QUALITY ASSURANCE

A. Qualifications - Work shall be performed by personal meeting requirements identified in section 014323 – Qualifications of Tradesmen.

B. Regulatory Requirements – The proposed work shall meet all standards and regulatory requirements set forth by the Ohio Environmental Protection Agency (OEPA)

C. Certifications – The Contractor shall provide certification that all materials meet requirements identified in plans, specifications, and bid/contract documents.

D. Field Samples – All testing of native soils, bedding and backfill materials, and pavement base materials shall be in accordance with requirements identified in section 013319 – Field Test Reporting.

F. Pre-Construction Conference – The Contractor, Engineer, and Owner shall meet at a minimum ten (10) business days prior to the mobilization of equipment and materials to the project site. No work shall commence until a pre-construction meeting is held and the work plan by the Contractor is approved by the Engineer.

1.7 PROJECT CONDITIONS

A. Environmental Requirements
   1. All excavation work shall be performed in accordance with erosion control and stormwater pollution prevention measures detailed in section 015713 – Temporary Erosion Control.

B. Existing Conditions
   1. Existing ground elevations of the site are shown by figures and/or by contours on the Drawings. The contours and elevations of the present ground are believed to be reasonably correct, but do not purport to be absolutely so, and, together with any schedule of quantities, are presented only as an approximation. The Contractor shall satisfy their self, however, by actual examination on the site of the Work, as to the existing elevations and contours, and the amount of work required.

1.8 DELIVERY, STORAGE AND HANDLING

A. Deliver products to the site, store and protect under provisions of Section 016600 - Product Handling and Protection.

B. Comply with all provisions of Section 013543 - Environmental Protection.

1.9 SEQUENCING AND SCHEDULING

A. Refer to 013319 for testing laboratory service scheduling.

1.10 PROHIBITION OF EXPLOSIVES

A. The use of explosives is not permitted.

1.11 FIELD MEASUREMENTS

PART 2 - PRODUCTS

2.1 GRANULAR PIPE EMBEDMENT

A. Crushed gravel or crushed limestone meeting AASHTO M 43 gradation shall be used for bedding, haunching, and initial backfill as shown on the Drawings.

2.2 SAND PIPE EMBEDMENT

A. Fine aggregate consisting of natural sand meeting the gradation requirements of ODOT Item 703.02.A.2 or shown on the Drawings. The material shall not be lumpy or frozen, and shall be free from slag, cinders, ashes, rubbish, and other deleterious or objectionable material. Sand shall not contain a total of more than 10% by weight of loam and clay.

2.3 ONSITE BACKFILL

A. Excavated soil material, capable of meeting specified compaction, and approved by the Engineer for use as backfill in designated locations.

B. Based upon subsurface investigation, the Owner does not guarantee the onsite soils in its present state consists of the proper moisture content to achieve the specified compaction without drying or adding water.

C. Unsuitable Backfill Material

1. Onsite materials that are unsuitable for backfill, unless otherwise specifically shown in the Drawings, include rock or other materials greater than six (6) inches in their largest dimension, pavement, rubbish, debris, wood, metal, plastic, frozen earth, and the following soils classified per ASTM D-2487:

Symbol	Description
OL	Organic silts and organic silty clays of low plasticity
MH	Inorganic silts, micaceous or diatomaceous fine sands or silts, elastic silts
CH	Inorganic clays of high plasticity, fat clays
OH	Organic clays of medium to high plasticity
PT	Peat, muck, and other highly organic soils

2.4 SPECIAL BACKFILL MATERIAL (ODOT Item 304)

A. Special backfill material shall meet the gradation requirements of ODOT Item 304 and shall consist of crushed gravel or crushed limestone in combination with natural sand or stone. The aggregate shall meet the following gradation requirements:

Sieve	Total Percent Passing
2 inch	100
1 inch	70-100
¾ inch	50-90
No. 4	30-60
No. 30	9-33
No. 200	0-15

2.5 LOW STRENGTH MORTAR BACKFILL

A. Low Strength Mortar shall comply with ODOT Item 613.

B. Submit test data that demonstrates that the proposed mix has a strength of 50 to 100 PSI at 28 days.

C. Each load shall be tested with 3 cylinders for strength test broken at 3, 7, and 28 days until the Engineer is assured that the mix will be between 50 to 100 PSI at 28 days. Thereafter, one set of strength tests shall be taken every 50 CY.

It is intended that the sand be fine enough to stay in suspension in the mixture to the extent required for proper flow. The Engineer reserves the right to reject the sand if a flowable mixture cannot be produced.

D. Mortar Mix Proportioning

1. The initial trial mixture shall be as follows:

Quantity of Dry Materials per Cubic Yard

Cement	100 lbs.
Fly Ash	250 lbs.
Sand (SSD)*	2700 lbs.
Water	500 lbs.

* saturated-surface dry

2. These quantities of materials are expected to yield approximately l cubic yard of mortar of the proper consistency. Adjustments of the proportions may be made providing the total absolute volume of the materials is maintained.

2.6 ENGINEERED FILL

A. Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940. The aggregate shall meet the following gradation requirements:

Sieve	Total Percent Passing
2 inch	100
1½ inch	95-100
¾ inch	70-92
3/8 inch	50-70
No. 4	35-55
No. 30	12-25
No. 200	0-8

2.7 ACCESSORIES

A. Warning Tape
   1. Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility; colored as follows:
      a. Red: Electric.
      b. Yellow: Gas, oil, steam, and dangerous materials.
      c. Orange: Telephone and other communications.
      d. Blue: Water systems.
      e. Green: Sewer systems.

B. Detectable Warning Tape
   1. Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:
      a. Red: Electric.
      b. Yellow: Gas, oil, steam, and dangerous materials.
      c. Orange: Telephone and other communications.
      d. Blue: Water systems.
      e. Green: Sewer systems.

PART 3 - EXECUTION

3.1 PROTECTION

A. Excavation; Temporary Sheeting, Shoring, and Bracing
   1. All excavation shall be in accordance with the Occupation Safety and Health Administration (OSHA) regulations.
   2. The Contractor shall furnish and install adequate sheeting, shoring, and bracing to maintain safe working conditions, and to protect newly built work and all adjacent neighboring structures from damage by settlement.
   3. Bracing shall be arranged so as not to place a strain on portions of completed work until construction has proceeded enough to provide ample strength. Sheeting and bracing may be withdrawn and removed at the time of backfilling, but the Contractor shall be responsible for all damage to newly built work and adjacent and neighboring structures.
   4. All sheeting shall be removed unless specifically authorized in writing by the Engineer to be left in place.

B. Construction Sheeting Left in Place
   1. The Contractor shall furnish, install, and leave in place construction sheeting and bracing when specified or when indicated or shown on the Drawings.

2. Any construction sheeting and bracing which the Contractor has placed to facilitate their work may be ordered in writing by the Engineer to be left in place. The right of the Engineer to order sheeting and bracing left in place shall not be construed as creating an obligation on their part to issue such orders. Failure of the Engineer to order sheeting and bracing left in place shall not relieve the Contractor of their responsibility under this Contract.

3.2 REPLACING, MOVING AND REPAIRING OF EXISTING UTILITIES

A. The Contractor shall:
   1. replace, move, repair and maintain all utilities and all other structures encountered in the work
   2. coordinate and communicate with applicable utility companies
   3. repair all damage done to any of the said structures and appurtenances through their acts or neglect and shall keep them in repair during the life of this contract. The Contractor shall in all cases leave them in as good condition as they were previous to the commencement of the work and to the satisfaction of the Engineer.

3.3 DEWATERING

A. Drainage and Removal of Water
   1. The Contractor shall dispose of water from the Work in a suitable manner without damage to adjacent property or structures.
   2. The Contractor shall, when ordered by the Engineer, construct tight bulkheads across trench and provide pumps suitable for the removal of any water which may be encountered or which may accumulate in the trenches. Unless otherwise provided for in the Contract Documents, drainage water will not be permitted to flow through the conduit.
   3. The trench shall be kept free from sewage and storm, surface, and subsurface water to at least 2 feet below the bottom of the excavation.
   4. Where open water courses, ditches, or drain pipes are encountered during the progress of the Work, the Contractor shall provide protection and securing of the continuous flow in such courses or drains and shall repair any damage that may be done to them.

3.4 EXCAVATION CLASSIFICATION

A. All excavated materials are unclassified as defined in Article 1.3.

3.5 GENERAL EXCAVATION

A. All necessary excavation for buildings, structures, pavements, and site improvements shall be performed to accommodate the completion of all related Contract Work.

B. The Drawings show the horizontal and the lower limits of structures. The methods and equipment used by the Contractor when approaching the bottom limits of excavation shall be selected to provide a smooth surface and to prevent disturbing the soil below the bottom limits of excavation. All soil loosened during excavation shall be removed from the bottom of the excavation.

C. Conform to elevations and dimensions shown within a tolerance of plus or minus 0.10 feet, and extending a sufficient distance from footings and foundations to permit placing and removal of concrete formwork, installation of services, other construction, and for inspection.

D. Excavation which is carried below the bottom limits of structures shall be classified as Unauthorized Excavation, unless said excavation below bottom limits of structures has been authorized by the Engineer prior to each occurrence.

E. Unauthorized Excavation shall be filled with Class B concrete to the bottom limits of structures. Under circumstances where structural integrity is not a factor, the Engineer may authorize the filling of Unauthorized Excavation with Low Strength Mortar Backfill or Special Backfill material compacted to 100% density as specified under the compaction requirements in this Section. Such work shall be at the cost of the Contractor.

3.6 TRENCH EXCAVATION

A. Excavation for trenches in which pipelines, sewers, and conduits are to be installed shall provide adequate space for workmen to space and joint pipe properly, but in every case the trench shall be kept to a minimum width. The width of trench shall not exceed the limits shown on the Drawings.

B. Excavation shall be to the depth necessary for placing of granular bedding material under the pipe as shown on the Drawings. If over-excavation occurs, the trench bottom shall be filled to grade with compacted granular bedding material.

C. Trenching operations shall not be performed beyond the distance that will be backfilled and compacted the same day.

D. In general, backfilling shall begin as soon as the conduit is in approved condition to receive it and shall be carried to completion as rapidly as possible. New trenching shall not be started when earlier trenches need backfilling or the surfaces of streets or other areas need to be restored to a safe and proper condition.

3.7 EXCAVATION OF UNSUITABLE MATERIALS

A. Unsuitable materials existing below the Contract bottom limits for excavation shall be removed as directed by the Engineer. Such excavation shall not exceed the vertical and lateral limits as prescribed by the Engineer.

B. In utility trenches, the voids left by removal of unsuitable excavated material shall be filled with AASHTO M 43 No. 1 and No. 2 aggregate conforming to the material requirements of Article 2.1 of this Section.

C. In excavations other than utility trenches, the voids left by removal of unsuitable excavated material shall be filled with material consisting or either: (1) Special Backfill Material; (2) Class B concrete; or (3) Low Strength Mortar Backfill, whichever is ordered by the Engineer.

D. Removal of unsuitable excavated material and its replacement as directed will be paid on basis of Contract Conditions relative to Changes in Work unless specific unit prices have been established for excavation of unsuitable material.

3.8 DISPOSAL OF UNSUITABLE AND SURPLUS MATERIAL

A. It shall be the responsibility of the Contractor to dispose of all surplus material that cannot be used in backfill or embankments at their expense outside the limits of the project. Unsuitable excavated material, including rock or large boulders, shall be disposed of outside the limits of the project.

B. Surplus material may be wasted adjacent to or incorporated in the regular construction only when ordered in writing by the Engineer.

3.9 BACKFILL

A. Pipelines, Sewers and Conduits

1. All pipe shall have bedding extending the width of the trench with depth in conformance with the Drawings. The bedding material shall be thoroughly compacted by tamping until no further densification is possible.
2. Pipe cover material shall be used for filling above the pipe bedding along the sides of the pipe and to a height of twelve (12) inches over the top of the pipe. The pipe cover material shall be brought up evenly on both sides of the pipe to eliminate the possibility of lateral displacement of the pipe and shall be thoroughly compacted by tamping until no further densification is possible. Care shall be taken to spade the aggregate under the pipe haunch below the spring line.
3. All trenches and excavations shall be backfilled immediately after pipe is laid therein, unless otherwise directed by the Engineer.
4. After the pipe cover has been placed and compacted around the pipe as specified above, the remainder of the trench may be backfilled by machine. The backfill material shall be deposited in eight (8) inch horizontal layers, and each layer shall be thoroughly compacted to the specified density by approved methods before a succeeding layer is placed. In no case will backfilling material from a bucket be allowed to fall directly on a pipe and in all cases the bucket must be lowered so that the shock of the falling earth will not cause damage.
5. Puddling of sand bedding and pipe cover material is acceptable provided an acceptable method for removal of water is provided.

B. Structures

1. Backfilling shall not commence before concrete has attained specified strength. Do not use equipment for backfilling and compaction operations against structures that will overload the structure.
2. Backfilling around and over structures shall be carefully placed and tamped with tools of suitable weight to a point one (1) foot above the top of same. Additional backfill may be required to protect the structure from damage from heavy equipment. Backfill shall be placed in uniform layers not exceeding eight (8) inches in depth. Each layer shall be placed, then carefully and uniformly compacted to the specified density so as to eliminate the possibility of displacement of the structure.
3. After the backfill has been placed and compacted around the structure to the height specified above, the remainder may be backfilled by machine. The backfill material shall be deposited in eight (8) inch horizontal layers, and each layer shall be thoroughly compacted to the specified density by approved methods before a succeeding layer is placed. In no case will backfilling material from a bucket be allowed to fall directly on a structure, and in all cases the bucket must be lowered so that the shock of the falling earth will not cause damage.

C. Where any new, proposed, or future pavement, driveway, parking lot, curb, curb and gutter, or walk is to be placed over a backfilled area, Special Backfill material shall be used for any portion of the trench falling within the pavement prism.

D. Where it is necessary to undercut or replace existing utility conduits and/or service lines, the excavation beneath such lines shall be backfilled the entire length with approved Granular Pipe Embedment Material compacted in place in eight (8) inch layers to the required density. The approved Granular Pipe Embedment Material shall extend outward from the spring line of the conduit a distance of two (2) feet on either side and thence downward at its natural slope.

3.10 LOW STRENGTH MORTAR BACKFILL

A. Low strength mortar backfill shall be discharged from the mixer as recommended by the supplier and approved by the Engineer.

B. Low strength mortar backfill may be placed in the trench in as few lifts as may be practical.

D. Secure conduit or pipelines before placing low strength mortar backfill to prevent conduits and pipelines from floating during backfilling.

D. For low strength mortar backfill placed against existing structures of unknown strength, backfill material shall be brought up uniformly in maximum 12 inch lifts and allowed to cure for a minimum of 24 hours or until it can carry a person's weight without leaving imprints before the next lift is placed.

E. Low strength mortar backfill shall be brought up to subgrade elevation or the pavement prism, whichever may be applicable.

3.11 SUBGRADE

A. All soil subgrade shall be prepared in accordance with this subsection.

B. Drainage
   1. The surface of the subgrade shall be maintained in a smooth condition to prevent ponding of water after rains to insure the thorough drainage of the subgrade surface at all times.

C. Unsuitable Subgrade
   1. Where unsuitable subgrade or subgrade not meeting the required bearing capacity is encountered in cuts, due to no fault or neglect of the Contractor, in which satisfactory stability cannot be obtained by moisture control and compaction, the unstable material shall be excavated to the depth required by the Engineer.
   2. Suitable material required for the embankment to replace the undercut will be paid on basis of Contract Conditions relative to changes in Work.
   3. Where soft subgrade in cuts is due to the failure of the Contractor to maintain adequate surface drainage as required in this article, or is due to any other fault or neglect of the Contractor, the unstable condition shall be corrected as outlined above at no expense to the Owner.

D. Full Width New Pavement Construction
   1. After the surface of the subgrade has been shaped to approximate cross section grade, and before any pavement, base or subbase material is placed thereon, the subgrade shall be compacted. When the rolling is completed, all surface irregularities shall be corrected and the surface of the subgrade shall be shaped as necessary to conform to the grade and cross section shown on the Drawings within the tolerance set forth in this Section and shall be so maintained until the overlying course is in place.

3.12 TOLERANCES

A. The Contractor shall check the work under this item with templates, slope boards or other devices satisfactory to the Engineer. The completed work shall conform to the Drawings within the following tolerances:
   1. For subgrade, the surface shall at no place vary more than ½ inch from a ten-foot straight edge applied to the surface parallel to the centerline of the pavement, nor more than ½ inch from subgrade elevation established by construction layout stakes.

3.13 CONSTRUCTION WITH MOISTURE AND DENSITY CONTROL

A. All backfill shall be constructed using moisture and density control. All subgrade, except rock and shale in cut sections, shall be constructed using moisture and density control.

B. Backfill and subgrade material which does not contain sufficient moisture to be compacted in accordance with the requirements of Article 3.17 of this Section shall be sprinkled with water as directed by the Engineer to bring the moisture content to within the range of optimum plus or minus three (3) percent. Water shall be thoroughly incorporated into the material by means of discs or other approved equipment.

C. Backfill and subgrade material containing excess moisture shall be dried, prior to installation, to a moisture content not greater than three (3) percentage points above optimum, except that for material within the moisture content range specified herein that displays pronounced elasticity or deformation under the action of loaded construction equipment, the moisture content shall be reduced to optimum or below if necessary to secure stability. For subgrade material, these requirements for maximum moisture shall apply at the time of compaction of the subgrade and also at the time of placing pavement or subbase. Drying of wet soil shall be expedited by the use of plows, discs, or by other approved methods when so ordered by the Engineer.

3.14 COMPACTION REQUIREMENTS

A. The bottom of excavations upon which concrete foundations or structures are to be placed shall be compacted so as to obtain 100% of maximum dry density per ASTM D-698 in the top twelve (12) inches.

B. The top twelve (12) inches of stripped original subgrade and final subgrade shall be compacted to not less than 100% of maximum dry density per ASTM D-698.
   1. Subgrade under new, proposed, or future pavement shall be compacted 18 inches beyond the edge of pavement, paved shoulders or paved medians.

C. Compaction of subgrade for sidewalks (regardless of paving material) shall be 100% of maximum dry density per ASTM D-698 in the top six (6) inches.

D. Compaction of non-paved areas shall be 90% of maximum dry density per ASTM D-698.

E. Aggregate pipe embedment and aggregate backfill around structures shall be compacted to not less than 100% of maximum dry density per ASTM D-4253 and ASTM D-4254.

F. Final backfill shall be compacted to not less than 100% of maximum dry density per ASTM D-698.

G. Fill placed within the interior of structures shall be compacted to not less than 100% of maximum dry density per ASTM D-698.

H. Test Sections
   1. If it is determined by the Engineer that the composition of the material is such that it cannot be tested for density using a nuclear densometer or other methods; or where, in the opinion of the Engineer, in-place compaction

testing is not feasible; and if approved by the Engineer, the Contractor may construct a test section to demonstrate acceptable compactive effort in lieu of in-place compaction testing. Test sections shall be constructed at no additional cost to the Owner.

2. The test section shall be completed by repeatedly compacting the material until no further density is achieved. This value shall be the Minimum Test Section Density (MTSD). The compaction equipment used to complete the test section shall be of suitable size to compact the material and shall be the same equipment used to compact the in-place material.
3. The test section shall be constructed with moisture density control as specified in this Section.
4. The material shall be compacted to at least 98% of the MTSD.
5. Each lift of in-place fill or backfill shall be densified using a compactive effort equal to or greater than the effort applied to achieve the MTSD; i.e., if six passes were required to achieve MTSD, then each lift of material shall be compacted using six or more passes.
6. Construct a new test section when, in the opinion of the Engineer, the fill or backfill material has changed character or when the supporting material has changed character.

3.15 GRADING

A. Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
   1. Provide a smooth transition between adjacent existing grades and new grades.
   2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

B. Site Grading
   1. Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
      a. Lawn or unpaved areas shall be graded to plus or minus 1 inch.
      b. Walks shall be graded to plus or minus 1 inch.

C. Grading inside Building Lines
   1. Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

END OF SECTION 310000

SECTION 329200.19 – SEEDING AND MULCHING

PART 1 - GENERAL

1.1 SUMMARY

A. Installation of seeded areas shall be to the extent shown on Contract Drawings and shall include supplying all seed, topsoil, soil conditioning materials, mulching materials and watering, and the incorporation of these materials into the work as specified.

B. The Contractor shall place topsoil at the depths specified in those areas requiring seeding. Topsoil shall be furnished by the Contractor.

1.2 SUBMITTALS

A. Product Data: For the following:
1. Provide copies of soils tests for both new topsoil (provided) and onsite topsoil for review and approval. This applies to all areas that require seeding, including reconditioned areas.
2. Provide location of properties from which topsoil is to be obtained, names and addresses of owners, depth to be stripped, and crops grown in the past 2 years.
3. Provide the name of the seed supplier, name and phone number, list of the seed, including varieties of seed, labels, and an analysis of the seed for review, 4 weeks prior to the start of seeding.
4. Provide soil amendments information based on soils test requirements.
5. Hydroseed mixture, mulch and application rates prior to performing the work.

1.3 QUALITY ASSURANCE

A. Any subcontracted restoration work shall be performed by a qualified firm specializing in landscape work.

B. The Contractor shall have a soils test done at their expense and analyzed by a state approved testing agency. Soil tests shall be done on both the topsoil stockpiled from the site and new topsoil brought to the site. A minimum of two (2) tests shall be done. The tests shall include percent organic matter, pH, Buffer pH, Phosphorus, Exchangeable Potassium, Calcium, Magnesium, Cation Exchange Capacity and Percent Base Saturation with recommendations for nitrogen, phosphate, potash, magnesium and lime based on plant type and use.

C. Seed: All seed specified shall meet O.D.O.T. specifications as to the percentage purity, weed seed, and germination. All seed shall be approved by the State of Ohio, Department of Agriculture, Division of Plant Industry, and shall meet the requirements of these specifications.

D. Packaged Materials: Deliver packaged materials in containers showing weight, analysis, and name of manufacturer. Protect materials from deterioration during delivery, and while

stored at site.

1.4 PROJECT CONDITIONS

A. Utilities: Determine location of underground utilities and perform work in a manner which will avoid possible damage. Hand excavate, as required. Maintain grade stakes set by others until removal is mutually agreed upon by parties concerned.

B. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, such conditions shall be rectified by the Contractor before planting, with approval from the Owner's Representative.

C. Soil Stabilization: The Contractor shall provide permanent or temporary soil stabilization to denuded areas within fifteen (15) days after final grade is reached on any portion of the site. Any such area which will not be regraded for longer than fifteen (15) days shall also be stabilized. Soil stabilization includes any measures which protect the soil from the erosive forces of raindrop impact and flowing water. Applications include seeding and/or mulching, or the use of other erosion control measures as directed by the Owner's Representative. If necessary, the Contractor shall coordinate soil stabilization practices with the local Soil and Water Conservation District.

D. Spring-sown work shall be installed between April 1st and May 30th and Fall-sown work shall be installed between September 1st and October 15th. No permanent seeding shall take place between May 30th and September 1st and between October 15th and April 1st. The dates for seeding may be changed at the discretion of the Owner's Representative.

PART 2 - PRODUCTS

2.1 TOPSOIL

A. Topsoil shall be furnished by the Contractor. Stockpiled material, if any, shall be utilized prior to obtaining additional topsoil.

B. All topsoil shall conform to the U.S. Department of Agriculture soil texturing triangle and shall contain between 3% to 8% organic matter. Topsoil shall be loamy and not consist of more than 38% clay. New topsoil shall be screened to remove clay lumps, brush, weeds, litter, roots, stumps, stones larger than ½" in any dimension and any other extraneous or toxic matter harmful to plant growth. New topsoil shall be obtained only from naturally well drained sites where topsoil occurs in a depth of not less than 4". Do not obtain from bogs or marshes.

C. Soil amendments shall be added according to the soils test requirements. Amendments can include, but are not limited to fertilizer, lime, compost, sand, and organic matter. Organic matter shall consist of composted leaves or other approved material.

2.2 SEED

A. Seed shall be vendor mixed, delivered in original bags and shall be proportioned as follows:

Common Name	Proportion by Weight
Kentucky Blue Grass	50%
Perennial Rye	50%

2.3 MULCH

A. Mulch shall be clean straw free of seed and weed seed.
   1. Anchoring for mulch shall be an ODOT specified SS-1 at 60 gal./ton non-toxic tackifier such as Hydro-stik, or equal, or by securing with a photo degradable netting.

B. If hydroseeding is used, wood fiber mulching material shall be used and shall consist of virgin wood fibers manufactured expressly from whole wood chips and shall conform to the following specifications.

- Moisture content 10.0% $\pm$ 3.0%
- Organic content 99.2% $\pm$ 0.8% O.D. Basis
- pH 4.8 $\pm$ 0.5
- Water holding capacity, minimum 1,000 (grams of water per 100 grams of fiber)

Wood fiber mulching material shall be processed in such a manner as to contain no growth or germination inhibiting factors, and must contain a biodegradable green dye to aid in visual metering during application.

PART 3 - EXECUTION

3.1 PREPARATION - GENERAL

A. Rough grading to a depth necessary to accept the specified thickness of topsoil must be approved prior to placing topsoil.

B. Loosen subgrade, remove any stones greater than ½" in any dimension. Remove sticks, roots, rubbish, and other extraneous matter.

C. Spread topsoil to a minimum depth of 4 inches, to meet lines, grades, and elevations shown on plan, after light rolling and natural settlement. Remove sticks, roots, rubbish, stones greater than 1/2" in any dimension, and other extraneous matter. Topsoil shall be tilled thoroughly by plowing, disking, harrowing, or other approved methods. Add specified soil amendments and mix thoroughly into the topsoil.

D. Preparation of Unchanged Grades: Where seed is to be planted in areas that have not been altered or disturbed by excavating, grading, or stripping operations, prepare soil for planting as follows: Till to a depth of not less than 6 inches. Apply soil amendments and initial fertilizers as specified. Remove high areas and fill in depressions. Till soil to a homogenous mixture of fine texture, free of lumps, clods, stones, roots and other extraneous matter. Soils test requirements apply here as well.
   1. Prior to preparation of unchanged areas, remove existing grass, vegetation and turf. Dispose of such material outside of project limits. Do not turn existing vegetation over into soil being prepared for seed. If necessary, supply and install topsoil in areas where there is no topsoil left after vegetation has been removed.
   2. Apply specified soil amendments at rates specified in the soils test and thoroughly mix into upper 2 inches of topsoil. Add topsoil if existing grade has less than 4" of topsoil. Delay application of amendments if planting will not follow within two (2) days.

E. Fine grade areas to smooth, even surface with loose, uniformly fine texture. Roll, rake, and drag lawn areas, remove ridges and fill depressions, as required to meet finish grades. Remove sticks, roots, rubbish, stones greater than 1/2" in any dimension, and other extraneous matter. Limit fine grading to areas which can be planted immediately after grading.

F. Moisten prepared areas before planting if soil is dry. Water thoroughly and allow surface moisture to dry before planting lawns. Do not create a muddy soil condition.

G. Restore areas to specified condition, if eroded or otherwise disturbed, after fine grading and prior to planting.

3.2 SEEDING

A. Do not use wet seed or seed that is moldy or otherwise damaged in transit or storage. Seed shall not be sown when the ground is frozen, muddy, or when weather conditions prevent proper soil preparation, interference with sowing and/or proper incorporation of seed into the soil.

B. Sow seed using a spreader or hydroseeder. Do not seed when wind velocity exceeds 5 miles per hour. Distribute seed evenly over entire area by sowing 3 lbs. per 1000 S.F. at right angles to each other. Total amount to equal a minimum of 6 lbs. per 1000 S.F.

C. For seed sown with a spreader, mulch shall be spread uniformly to form a continuous blanket at a rate of 100 lbs. per 1,000 S.F. Mulch shall be 1 1/2" loose measurement over seeded areas and shall be anchored.

D. Contractor has the option to hydroseed large lawn areas, using equipment specifically designed for such application. The rate of application of wood fiber mulching materials is 40 lbs./1,000 S.F. Contractor shall not hydroseed within close proximity to buildings and structures, or when unfavorable wind conditions may blow the hydroseed material onto the structure. Contractor shall clean all areas not to be seeded of overspray.

E. The seeded area shall be watered, as soon as the seed is applied, at the rate of 120 gallons per 1000 square feet. The water shall be applied by means of a hydroseeder or a water tank under pressure with a nozzle that will produce a spray that will not dislodge the mulching material. Cost of this watering shall be included in the cost of seeding and mulching.

3.3 DORMANT SEEDING METHOD

A. Seeding shall not take place from October 15 through November 20. During this period prepare the seed bed, add the required amounts of lime and fertilizer, and other amendments, then mulch and anchor.

B. From November 20 through April 1, when soil conditions permit, prepare the seed bed, lime and fertilize, apply the selected seed mixture, mulch, and anchor. Increase the seeding rate by 50 percent.

3.4 RECONDITIONING EXISTING LAWNS

A. A soils test shall be required for existing lawns prior to any reconditioning.

B. Recondition all existing lawn areas damaged by Contractor’s operations including storage of materials and equipment and movement of vehicles. Also recondition existing lawn areas where minor regrading is required.

C. Provide soil amendments as called for in the soils test.

D. Provide new topsoil, as required, to fill low spots and meet new finish grades.

E. Cultivate bare and compacted areas according to the topsoil specifications.

F. Remove diseased and unsatisfactory lawn areas; do not bury into soil. Remove topsoil containing foreign materials resulting from the Contractor's operations, including oil drippings, stone, gravel, and other loose building materials.

G. All work shall be the same as for new seeding.

H. Water newly planted seed areas. Maintenance of reconditioned lawns shall be the same as maintenance of new lawns.

3.5 ESTABLISHMENT

A. Maintain work areas as long as necessary to establish a uniformly close stand of grass over the entire lawn area. A uniformly close stand of grass is defined as the seeded areas having 90%+ coverage of grass at 60 days after seeding. 90%+ coverage is defined as very little or no dirt showing when seeded area is viewed from directly overhead.

B. Maintain lawns by watering, fertilizing, weeding, mowing, trimming, and other operations such as rolling, regrading and replanting as required to establish a smooth acceptable lawn.
   1. Mowing
      a. Mow lawn areas during the period of maintenance to a height of 2 inches whenever the height of the grass becomes 3 inches. A minimum of 3 mowings is required during the period of maintenance.
   2. Refertilizing
      a. Distribute fertilizer on the seeded area between August 15 and October 15, during the period when grass is dry, and in accordance with the manufacturer's recommendations. The fertilizer shall be as specified in the soils test.
   3. Reseeding
      a. Reseed with the seed specified for the original seeding, at the rate of 4 lbs. per 1,000 S.F. in a manner which will cause minimum disturbance to the existing stand of grass and at an angle of not less than 15 degrees from the direction of rows of prior seeding.
   4. Watering
      a. The Contractor shall keep all work areas watered daily to achieve satisfactory growth. Water shall be applied at a rate of 120 gallons per 1,000 square feet. If water is listed as a pay item, it shall be separately paid for based on the actual amount of water used, measured in thousands of gallons.
   5. Any mulching which has been displaced shall be repaired immediately. Any seed work which has been disturbed or damaged from the displacement of mulch shall be repaired prior to remulching.

3.6 INSPECTION AND ACCEPTANCE

A. When seeding work is complete and an acceptable stand of growth is attained, the Contractor shall request the Owner's Representative to make an inspection to determine final acceptance.

B. Acceptance shall be based upon achieving a vigorous uniformly stand of the specified grasses. If some areas are satisfactory and some are not, acceptance may be made in blocks, provided they are definable or bounded by readily identified permanent surfaces, structures, or other reference means. Partial acceptance decisions may be made by the Owner's Representative. Excessive fragmentation into accepted and unaccepted areas shall not be allowed. Unaccepted areas shall be maintained by the Contractor until acceptable.

C. No payment shall be made until areas are accepted.

D. All seeded areas shall be guaranteed for one full growing season to commence upon final acceptance of the areas.

END OF SECTION 329200.19

SECTION 330130.01- SEWER COLLECTION SYSTEM REHABILITATION DEFINITIONS

PART 1 - GENERAL

1.1. RELATED DOCUMENTS

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

1.2 DESCRIPTION OF WORK

A. The work covered by this project shall include the furnishing of all labor, equipment, materials, and supervision; and performing all work necessary to investigate, rehabilitate, and/or replace the designated sewer lines, manholes, etc., all in accordance with the specifications. The work shall consist of, but not necessarily be limited to, performing the following work tasks where specified:

1. Sewer Line Cleaning
2. Sewer Flow Control
3. Television Inspection
4. Sewer Pipe Joint Testing
5. Sewer Pipe Joint Sealing
6. Sewer Manhole Rehabilitation
7. Sewer Manhole Replacement
8. Sewer Manhole Separation
9. Cured-in-Place Pipe Installation
10. Sewer Point Repairs
11. Service Lateral Sealing and Televising

B. The area of work and the type of repair/rehabilitation to be performed shall be at those locations shown on the tables or drawings in the Specific Project Requirements section of these specifications.

1.3 DEFINITIONS

A. Wherever used in these specifications, the following words and terms shall have the meanings indicated:

1. AREAWAY: A paved surface, serving as an entry area to a basement or subsurface portion of a building, which is provided with some form of drainage device that may be connected to a sewer line.
2. AVAILABLE WATER: Water necessary for the performance of work, which may be taken only from fire hydrant(s) approved by the Owner, given conditions of traffic and terrain which are compatible with the use of the hydrant for performance of work.
3. BUILDING SEWER: The conduit which connects building wastewater sources to the public or street sewer (referred to also as "house sewer," "building connection," "lateral," or "service connection"), including lines serving homes, public buildings,

commercial establishments, and industry structures. In this specification, the building sewer is referred to in two sections:

a. The section between the building and the property line, right-of-way line, or to a point specified and supervised by the Owner's designated representative.
b. The remaining section to the collector sewer, including the connection thereto.

4. BYPASS: An arrangement of pipes, conduits, gates, and valves whereby the flow may be passed around a hydraulic structure or appurtenance. Also, a temporary setup to route flow around a specified part of a sewer system.
5. BYPASS PUMPING: The transportation of sewage flows around a specific sewer pipe line section or sections via any conduit for the purpose of controlling sewage flows in the specified section or sections without flowing or spilling onto public or private property.
6. CELLAR DRAIN: A pipe or series of pipes which collect wastewater which leak, seep, or flow into subgrade parts of structures and discharge them into a building sewer, or by other means dispose of such wastewater into sanitary, combined or storm sewers.
   a. Referred to also as a "basement drain."

7. CHANGE ORDER: A written order to the Contractor authorizing an addition, deletion, or revision in the work within the general scope of work of the agreement, or authorizing an adjustment in the agreement price or agreement time.
8. COLLECTOR SEWER: A sewer located in the public way which collects the wastewater discharged through building sewers and conducts such flows into larger interceptor sewers and pumping and treatment works.
   a. Referred to also as "street sewer."

9. COMBINED SEWER: A sewer intended to serve as both a sanitary sewer and a storm sewer, or as both an industrial sewer and a storm sewer.
10. COMPRESSION GASKET: A device which can be made of several materials in a variety of cross sections and which serves to secure a tight seal between two pipe sections (e.g., "O"-rings).
11. CORBEL OR CONE: That portion of a manhole structure which slopes upward and inward from the barrel of the manhole to the manhole cover frame.
12. CREW: The number of persons required for the performance of work at a site as determined by the Contractor in response to task difficulty and safety considerations at the time or location of the work
13. DEBRIS: Soil, rocks, sand, grease, roots, etc., in a sewer line excluding items mechanically attached to the line such as protruding service connections, protruding pipe, joint materials, and the like.
14. EASEMENT: A liberty, privilege, or advantage without profit which the owner of one parcel of land may have in the land of another. In this agreement, all land, other than public streets, in which the Owner has sewer system lines or installations and right of access to such lines or installations.
15. EASEMENT ACCESS: Areas within an easement to which access is required for performance of work.

16. ENGINEER: The engineer (a person, joint venture, firm, or corporation) who works for or under a contract or subagreement with the Owner and is designated by the Owner as the Engineer of Record under the prime contract.
17. EXFILTRATION: The leakage or discharge of flows being carried by sewers out into the ground through leaks in pipes, joints, manholes, or other sewer system structures; the reverse of "infiltration".
18. EXISTING LINEAR FEET: The total length of existing sewer pipe in place within designated sewer systems as measured from center of manhole to center of manhole from maps or in the field.
19. FLOW CONTROL: A method whereby normal sewer flows or a portion of normal sewer flows are blocked, retarded, or diverted (bypassed) within certain areas of the sewer collection system.
20. FOUNDATION DRAIN: A pipe or series of pipes which collect groundwater from the foundation or footing of structures and discharge it into sanitary, storm, or combined sewers, or to other points of disposal for the purpose of draining unwanted waters away from such structures.
21. GROUTING: The joining together of loose particles of soil in such a manner that the soil so grouped becomes a solid mass which is impervious to water (see also SEWER PIPE JOINT SEALING).
22. HYDRAULIC CLEANING: Techniques and methods used to clean sewer lines with water, e.g.; water pumped in the form of a high-velocity spray and water flowing by gravity or head pressure. Devices include high-velocity jet cleaners, collapsible dams, etc.
23. INFILTRATION: The water entering a sewer system, including building sewers, from the ground, through such means as, but not limited to, defective pipes, pipe joints, connections, or manhole walls. Infiltration does not include, and is distinguished from, inflow.
24. INFILTRATION/INFLOW: A combination of infiltration and inflow wastewater volumes in sewer lines, with no way to distinguish either of the basic sources, and with the same effect of usurping the capacities of sewer systems and other sewer system facilities.
25. INFLOW: The water discharged into a sewer system, including service connections, from such sources as, but not limited to, roof leaders; cellar, yard, and area drains; foundation drains; cooling water discharges; drains from springs and swampy areas; manhole covers; cross connections from storm sewers, combined sewers, catch basins; storm waters; surface runoff; street wash water; or drainage. Inflow does not include, and is distinguished from, infiltration.
26. INSPECTOR: The Owner's on-site representative responsible for observation and recording of quantities of work performed as set forth in these specifications.
27. INTERCEPTOR SEWER: A sewer which receives the flow from collector sewers and conveys the wastewater to treatment facilities.
28. INTERNAL PIPE INSPECTION: The television inspection of a preselected sewer line section. A television camera is moved through the line at a slow, uniform rate and a continuous picture is transmitted to an aboveground monitor.
29. INVERT: The floor, bottom or lowest point of a conduit.
30. INVERT LEVEL (ELEVATION): The level (elevation) of the lowest portion of a liquid - carrying conduit, such as a sewer, which determines in part the hydraulic gradient available for moving the contained liquid

31. JOINTS: The means of connecting sectional lengths of sewer pipe into a continuous sewer line using various types of jointing materials. The number of joints depends on the lengths of the pipe sections used in the specific sewer construction work.
32. LINEAR FOOT: Being one foot as measured along the centerline of a sewer line.
33. LONG-TERM MODULUS OF ELASTICITY: The modulus of elasticity of the material after 50 years of service. This value may be extrapolated from a 10,000 hour test of the material.
34. MAJOR BLOCKAGE: A structural defect, collapse, or blockage which prohibits manhole-to-manhole cleaning with commercially available hydraulic or mechanical cleaning equipment.
35. MANHOLE SECTION: The length of sewer pipe connecting two manholes.
36. MECHANICAL CLEANING: Techniques and methods used to clean sewer lines of debris mechanically with devices such as power rodding machines, winch-pulled brushes, bucket machines, etc.
37. OVERFLOW:
    a. The excess water that overflows the ordinary limits such as the stream banks, the spillway crest, or the ordinary level of a container.
    b. To cover or inundate with water or other fluid.

38. PHYSICAL PIPE INSPECTION: The crawling or walking through manually accessible pipe lines. The logs for this inspection technique record the information of the kind detailed under Internal Pipe Inspection. This inspection technique is only undertaken when field conditions offer minimal hazard or jeopardy to personnel.
39. PIPE JOINT SEALING: A method of correcting leaking or defective pipe joints which permit infiltration of extraneous water into the sewers by means of applying chemical materials into and/or through the joint area from within the pipe.
40. REGULATOR: A device or apparatus for controlling the quantity of admixtures of sewage and storm water admitted from a combined sewer collector line into an interceptor sewer, or pumping or treatment facilities, thereby determining the amount and quality of the flows discharged through an overflow device to receiving waters or other points of disposal.
41. ROOF LEADER: A drain or pipe that conducts storm water from the roof of a structure downward and thence into a sewer for removal from the property, or onto the ground for runoff or seepage disposal.
42. SANITARY SEWER: A sewer intended to carry only sanitary or sanitary and industrial wastewater from residences, commercial buildings, industrial parks, and institutions.
43. SERVICE CONNECTION: see Building Sewer.
44. SEWER CLEANING: The utilization of hydraulic or mechanical techniques and/or devices to dislodge, transport, and remove debris from sewer lines.

45. SEWER PIPE: A length of conduit, manufactured from various materials and in various lengths, that when joined together can be used to transport wastewater from point of origin to a treatment works. Materials include, but are not limited to: Acrylonitrile-butadiene-styrene (ABS): Asbestos-Cement (AC): Brick Pipe (BP);

Concrete Pipe (CP); Cast Iron Pipe (CIP); Ductile Iron Pipe (DIP); Polyethylene (PE); Polyvinylchloride (PVC); Reinforced Concrete Pipe (RCP); Reinforced Plastic Mortar (RPM): Steel Pipe (SP); Vitrified Clay Pipe (VCP).

46. SITE: Any location where work has been or will be done.
47. SITE ACCESS: An adequately clear area of a size sufficient to accommodate personnel and equipment required at the location where work is to be performed, including roadway or surface sufficiently unobstructed to permit conveyance of vehicles from the nearest paved roadway to the work location.
48. SPRING LINE: The horizontal midpoint of a sewer pipe.
49. STORM SEWER: A sewer intended to carry only storm waters, surface runoffs, street wash water, and drainage.
50. STREET ACCESS: Areas normally used for public vehicular traffic (including roads, streets, or areas within existing rights-of-way or easements) to which safe access is required for performance of work.
51. SUBCONTRACTOR: An individual, firm, or corporation having a direct contract with the Contractor for performance of part of the work.
52. SURCHARGE: When the sewer flow exceeds the hydraulic carrying capacity of the sewer line.
53. SURCHARGE CONDITION: When the sewer flow depth equals or exceeds the diameter of the discharging sewer line or lines.
54. SWALE (DIP, SAG): A significant deviation in pipe grade such as to cause entrapment of solids, semisolids, and liquids, thereby impeding the accuracy and/or effectiveness of flow measurements, cleaning, and internal inspection.

END OF SECTION 330130.01

SECTION 330130.02 - SEWER LINE CLEANING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

B. RELATED DOCUMENTS AND SECTIONS

A. Section 33130.03 – Sewer Flow Control

B. Section 330130.17 – Television Inspection

C. Section 330130.72 – Cured in Place Pipe Lining

1.3 DESCRIPTION OF WORK

A. The intent of sewer line cleaning is to remove foreign materials from the lines and restore the sewer to a minimum of 95% of the original carrying capacity or as required for proper lining of the pipe or seating of internal pipe joint sealing packers. Since the success of the other phases of work depends a great deal on the cleanliness of the lines, the importance of this phase of the operation is emphasized. It is recognized that there are some conditions such as broken pipe and major blockages that prevent cleaning from being accomplished or where additional damage would result if cleaning were attempted or continued. If in the course of normal cleaning operations, damage does result from pre-existing and unforeseen conditions such as broken pipe, the Contractor will not be held responsible.

1.4 QUALITY ASSURANCE

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

1.5 SUBMITTALS

A. Equipment Data: Submit a listing of equipment to be used on the project. Provide equipment operating instructions if requested by the Owner.

PART 2 - PRODUCTS

2.1 GENERAL

A. All equipment and material shall be of a type that has been in general use for a period of five (5) years. Work performed with experimental equipment or material will not be permitted without prior written consent of the Owner.

2.2 CLEANING EQUIPMENT

A. Hydraulically Propelled Equipment: The equipment used shall be of a movable dam type and be constructed in such a way that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the sewer. The movable dam shall be equal in diameter to the pipe being cleaned and shall provide a flexible scraper around the outer periphery to insure removal of grease. If sewer cleaning balls or other equipment which cannot be collapsed is used, special precautions to prevent flooding of the sewers and public or private property shall be taken.

B. High-Velocity Jet (Hydrocleaning) Equipment: All high-velocity sewer cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a selection of two or more high-velocity nozzles. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees in all size lines designated to be cleaned. Equipment shall also include a high-velocity gun for washing and scouring manhole walls and floor. The gun shall be capable of producing flows from a fine spray to a solid stream. The equipment shall carry its own water tank, auxiliary engines, pumps and hydraulically driven hose reel.

C. Mechanically Powered Equipment: Bucket machines shall be in pairs with sufficient power to perform the work in an efficient manner. Machines shall be belt operated or have an overload device. Machines with direct drive that could cause damage to the pipe will not be allowed. A power rodding machine shall be either a sectional or continuous rod type capable of holding a minimum of 750 feet of rod. The rod shall be specifically heat-treated steel. To insure safe operation, the machine shall be fully enclosed and have an automatic safety clutch or relief valve.

2.3 LIGHT SEWER CLEANING

A. Light sewer cleaning shall be performed as a part of the pre-lining process to remove all roots, sediment, deposits, and encrustations to establish conditions within the pipe as described in Paragraph 1.3.

B. Requirements for light cleaning shall be as defined in the “Sewer Pipe Cleaning Specification Guideline” by NASSCO dated November 2014.

2.4 DEPOSIT CUT

A. Deposit Cuts shall be for the physical removal and disposal of deposits attached encrustations (DAE) and Deposits Attached Grease (DAGS) that require a cutter or other mechanisms, including personal entering the sewer, to physically detach the foreign materials from the pipe or manhole surfaces.

B. Under this bid item, the Contractor shall remove all obstructions in the sewer. All debris must be removed from the sewer, including any debris that may have been washed up into any service connections (does not include known pre-existing conditions in service connections), drop connections or the bench wall of the manholes. This includes all deposits, grease, debris, sticks, etc. that will reduce the hydraulic capacity of the sewer and limit future maintenance access of remote equipment. This work will include an adequate number of passes using high velocity hydro-cleaning equipment required to produce a clean pipe in accordance with these specifications. A mechanical/hydraulic root, chain cutter, personal entering and chipping/removing deposits by hand when feasible, etc. may be used where necessary at no additional cost to the Owner; however, the Contractor shall be responsible for any damage to the sewer or any service connections.

C. Compliance with this section requires substantial effort towards cleaning, chipping, cutting, grinding, etc. to remove hardened deposits, grease, etc. The Contractor shall use remote CCTV equipment to monitor the progress of the work and ensure that the sewer is not damaged.

D. The Contractor shall immediately notify the Owner if they believes that activity performed under this paragraph will cause damage due to the existing deterioration of the host pipe. The Owner's determination whether to continue or stop work is final.

E. The Contractor shall maintain detailed documentation of cleaning efforts made to remove these items in accordance with NASSCO PACP.

PART 3 - EXECUTION

3.1 CLEANING PRECAUTIONS

A. During sewer cleaning operations, satisfactory precautions shall be taken in the use of cleaning equipment. When hydraulically propelled cleaning tools (which depend upon water pressure to provide their cleaning force) or tools which retard the flow in the sewer line are used, precautions shall be taken to ensure that the water pressure created does not damage or cause flooding of public or private property being served by the sewer.

B. When possible, the flow of sewage in the sewer shall be utilized to provide the necessary pressure for hydraulic cleaning devices. When additional water from fire hydrants is necessary to avoid delay in normal work procedures, the water shall be conserved and not used unnecessarily.

C. No fire hydrant shall be obstructed in case of a fire in the area served by the hydrant.

3.2 SEWER CLEANING

A. The designated sewer manhole sections shall be cleaned using hydraulically propelled, high-velocity jet, or mechanically powered equipment. Selection of the equipment used shall be based on the conditions of lines at the time the work commences. The equipment and methods selected shall be satisfactory to the Engineer. The equipment shall be capable of removing dirt, grease, rocks, sand, and other materials and obstructions from the sewer lines and manholes.

B. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be set up on the other manhole and cleaning again attempted. If, again, successful cleaning cannot be performed or the equipment fails to traverse the entire manhole section, it will be assumed that a major blockage may exist, the cleaning effort shall be suspended, and the Engineer shall be notified.

3.3 ROOT REMOVAL

A. Roots shall be removed in the manhole sections where root intrusion occurs. Special attention should be used during the cleaning operation to assure complete removal of roots from the joints. Any roots which could prevent proper lining of the pipe, prevent the seating of a pipe joint packer, or prevent the proper application of chemical sealants shall be removed.

B. Mechanical procedures may include the use of equipment such as rodding machines, bucket machines and winches using root cutters and porcupines, and equipment such as high-velocity jet cleaners.

C. All roots must be removed prior to grouting or lining. If roots are detected during either of grouting or lining, the Contractor shall remove their equipment and reclean the line to ensure root removal. This work shall be performed at no additional cost to the Owner if the manhole section was previously cleaned as a pay item.

3.4 MATERIAL REMOVED

A. All sludge, dirt, sand, rocks, grease, and other solid or semisolid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned.

B. Passing material from manhole section to manhole section, which could cause line stoppages, accumulations of sand in wet wells, or damage pumping equipment, shall not be permitted.

C. When necessary or when directed by the Engineer, an approved dam or weir shall be constructed in the downstream manhole in such a manner that solids and debris will be trapped and retained. The cost of such a dam or weir shall be included in the cost of cleaning.

3.5 DISPOSAL OF MATERIALS

A. All solids or semisolids resulting from the cleaning operations shall be removed from the site and disposed of at a location approved by the Owner.

B. Trucks hauling solids or semisolids from the site shall be watertight so that no leakage or spillage will occur.

C. All materials shall be removed from the site no less often than at the end of each workday.

D. Under no circumstances will the Contractor be allowed to accumulate debris, etc., on the site of work beyond the stated time, except in totally enclosed containers and as approved by the Owner.

3.6 FINAL ACCEPTANCE

A. Acceptance of sewer line cleaning shall be made upon the successful completion of the television inspection and shall be to the satisfaction of the Owner.

B. If TV inspection shows the cleaning to be unsatisfactory, the Contractor shall be required to reclean and reinspect the sewer line at no additional expense to the Owner.

C. In areas where television inspection is not performed, the Engineer may require the Contractor to pull a double squeegee (with each squeegee the same diameter as the sewer) through each manhole section as evidence of adequate cleaning.

END OF SECTION 330130.02

SECTION 330130.03 - SEWER FLOW CONTROL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

B. Other Sections Referenced:
   1. Section 330130.01 - Sewer Collection System Rehabilitation Definitions

1.2 DESCRIPTION OF WORK

A. The intent of this work is to control the flow in the sewer to enable the successful inspection, rehabilitation or replacement of the pipe.

B. Depth of flow shall not exceed that shown below for the respective pipe sizes when performing television inspection, joint testing and/or sealing.

Pipe Diameter		Maximum Depth of Flow
1. 6" - 10" Pipe	-	25% of pipe diameter
2. 12" - 24" Pipe	-	33% of pipe diameter
3. 27" & up Pipe	-	40% of pipe diameter

C. Flow shall be controlled or bypassed from sewer sections being lined or replaced. The methods used shall be in accordance with the work being performed.

D. Average dry-weather flow rate for the subject sewers is 0.393 MGD. This value is subject to fluctuation and are only for reference when estimating sizing of potential bypass pumping.

1.3 QUALITY ASSURANCE

A. When flow in a sewer line is plugged, blocked, or bypassed; sufficient precautions must be taken to protect the sewer lines from damage that might result from sewer surcharging. Further, precautions must be taken to ensure that sewer flow control operations do not cause flooding or damage to public or private property being served by the sewers involved.

1.4 SUBMITTALS

A. The Contractor shall submit a written request for Sewer Flow Control, specify the method and equipment to be used, and receive approval from the Owner prior to performing the work.

B. For bypass pumping, submit shop drawings in accordance with the General Requirements showing pumps, piping layout plan and dimensions, schedule of pipe fittings and specials, materials and class for each size and type of pipe, joint details, and any special provisions required for assembly. Provide a wet weather operation plan which describes what procedures will be followed when flow exceeds pumping capacity.

PART 2 - PRODUCTS

2.1 EQUIPMENT

A. Sewer plugs shall be so designed that all or any portion of the sewage can be quickly released.

B. Pumping and bypassing:
   1. Pumps bypass pipe, fittings, and joining methods shall be suitable and of a type normally used for raw sanitary sewage.
   2. The bypass system shall be of sufficient capacity to handle existing peak dry weather flow plus additional flow that may occur during a rainstorm unless otherwise provided for by an approved wet weather operation plan.
   3. If pumping is required on a 24-hour basis, engines shall be equipped in a manner to keep noise to a minimum.
   4. Bypass piping to be furnished and installed shall include, but not limited to all pipe, fittings, specials, bends, beveled pipe, adapters, bulkheads, stoppers, plugs, joint restraints, joints and jointing materials, and pipe supports. Bypass piping shall be rated to twice the system operating pressure.

C. Hydrocleaning equipment shall be equipped with high-velocity nozzles capable of pulling flow away from the pipe section being televised. The equipment shall carry its own water tank, auxiliary engines, pumps and hydraulically driven hose reel.

PART 3 - EXECUTION

3.1 FIELD QUALITY CONTROL

A. The Contractor shall continuously supervise the level of water in the upstream and downstream sewers to ensure that harmful surcharging does not occur. The Contractor shall be responsible for any damage to the system and/or to public or private property resulting from improper execution of flow control measures.

3.2 PLUGGING OR BLOCKING

A. A sewer line plug shall be inserted into the line upstream of the section being worked. During TV inspection, testing and sealing operations, flow shall be reduced to within the limits specified above. After the work has been completed, flow shall be restored to normal.

3.3 PUMPING AND BYPASSING

A. When pumping and bypassing is required, the Contractor shall supply and install the pumps, conduits, and other equipment to divert the flow around the section in which work is to be performed. Under no circumstances will the discharge of raw sewage to other than sanitary sewers be allowed.

B. The Contractor shall be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and bypassing system.

C. The proposed bypassing system shall be set up to allow traffic flow to local residents and businesses.

D. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.

E. Make connections to all existing force mains being bypassed.

F. Install temporary bypass piping with restrained joints at horizontal and vertical changes in direction.

G. Provide granular material for bedding and encasement of temporary piping when buried below pavement.

H. Field test bypass piping and obtain approval from the Engineer prior to placing bypass system in service.

I. Do not remove pumping and bypass system until it is no longer needed and can be replaced by authorized use of completed permanent facilities.

3.4 HYDRAULIC FLOW CONTROL

A. This method shall be used for sewer televising only. The Contractor shall position the high-velocity nozzle no less than five (5) feet ahead of the television camera. Pressures shall be just sufficient to reduce the flow level in front of the camera to the specified depth. The jet nozzle shall be reeled in at the same rate as the forward movement of the television camera to maintain the separation distance.

END OF SECTION 330130.03

SECTION 330130.17 - TELEVISION INSPECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

B. Other Sections Referenced:

1. Section 330130.01 - Sewer Collection System Rehabilitation Definitions
2. Section 330130.02 - Sewer Line Cleaning
3. Section 330130.03 - Sewer Flow Control
4. Section 330130.72 – Cured in Place Pipe Lining

1.2 DESCRIPTION OF WORK

A. After cleaning or when otherwise specified, the manhole sections shall be visually inspected by means of closed-circuit television (CCTV). The inspection will be done one manhole section at a time and the flow in the section being inspected will be suitably controlled.

1.3 QUALITY ASSURANCE

A. In addition to requirements of these specifications, comply with manufacturer's instructions and recommendations for work. CCTV shall be performed by NASSCO PACP certified personnel.

1.4 SUBMITTALS

A. Equipment Data: Submit equipment manufacturer's technical data and operation instructions for the televising and recording equipment to be used.

B. Product Data: Submit brand name and specifications of video tape to be used for the recording of the televising data.

C. Report: Submit sample televising log report for review and approval of content and format.

PART 2 - PRODUCTS

2.1 GENERAL

A. The camera, television monitor, and other components of the video system shall be capable of producing picture quality to the satisfaction of the Owner's Representative, and if unsatisfactory, equipment shall be removed and no payment will be made for an unsatisfactory inspection.

2.2 MATERIAL

A. Video recording shall be submitted on an USB flash drive.

2.3 EQUIPMENT

A. The television camera used for the inspection shall be one specifically designed and constructed for such closed-circuit sewer pipe inspection. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions. The camera shall televise and transmit the image in color and shall have pan and tilt capabilities.

B. The propulsion system shall be either a tractor, skid and winch arrangement, or with special approval from the Owner, a float.

C. The recording system shall be digital with capability for annotating and narrating the video image, and for producing digital photographs of the television picture.

PART 3 - EXECUTION

3.1 PROCEDURE

A. Normally, the camera will be set up in the upstream manhole. Where the setup causes the camera lens to be positioned a distance upstream or downstream of the manhole wall, the operator shall make a visual observation of that portion of the sewer pipe not captured on the video tape and record the observations by voice over on the video tape.

B. The height of the camera shall be adjusted so that the lens is at the center of the pipe.

C. The camera will be moved through the line in either direction at a moderate rate, stopping when necessary to permit proper documentation of the sewer's condition. In no case will the television camera be pulled at a speed greater than 30 feet per minute. Manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line.

D. The camera will be moved to the far manhole and the recording shall show the condition of the manhole trough. The operator shall make a visual observation of the far manhole. Connecting pipes and manhole defects not captured on the video shall be recorded by voice over on the video tape and written in the television inspection log.

E. Connections to the sewer shall be televised using the pan and tilt capabilities of the camera. The camera shall be positioned in the sewer at a location which maximizes the sight distance up the connecting pipe. The acceptable length of televising shall be a distance of 6 feet, or to the end of the pipe (if capped), or to the first bend (if a wye).

F. If, during the inspection operation, the television camera will not pass through the entire manhole section, the Contractor shall perform a reverse setup (set up their equipment so that the inspection can be performed from the opposite manhole). If, again, the camera fails to pass through the entire manhole section, the manhole section will be referred to the Engineer for evaluation.

G. When manually operated winches are used to pull the television camera through the line, telephones or other suitable means of communication shall be set up between the two manholes of the section being inspected to insure good communications between members of the crew.

H. The importance of accurate distance measurements is emphasized. Measurement for location of defects and connections shall be by means of a footage counter with the value displayed on the video tape. The footage counter shall be set such that zero is the center of the beginning manhole. Marking on the cable, or the like, which would require interpolation for depth of manhole, will not be allowed. Accuracy of the footage counter shall be checked above ground by use of a walking meter, roll-a-tape, or other suitable device. The footage counter shall be calibrated to an accuracy that is satisfactory to the Engineer.

I. Documentation of the television results shall be as follows:
   1. Television Inspection Logs: Printed location records shall be kept by the Contractor and will clearly show the location in relation to an adjacent manhole of each infiltration point observed during inspection. In addition, other points of significance such as locations of building sewers, unusual conditions, roots, storm sewer connections, broken pipe, presence of scale and corrosion, and other discernible features will be recorded and a copy of such records will be supplied to the Owner. Each feature called out on the inspection log shall be identified as to its location on the videotape by means of a footage counter. When more than one manhole section is recorded on a video tape, the television inspection log shall record the elapsed tape time from the beginning of the tape to the beginning of the manhole section.
   2. Photographs: Digital photographs of the television picture of problems shall be taken by the Contractor upon request of the Engineer, as long as such photographing does not interfere with the Contractor's operations.
   3. Videotape Recordings: The purpose of tape recording shall be to supply a visual and audio record of problem areas of the lines that may be replayed. Videotape recording playback shall be at the same speed that it was recorded. Slow motion or stop-motion playback features may be supplied at the option of the Contractor. Title to the tape shall be given to the Owner upon completion of the project. The Contractor shall have all videotapes and necessary playback equipment readily accessible for review by the Owner during the project.

END OF SECTION 330130.17

SECTION 330130.72 - CURED-IN-PLACE PIPE LINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

B. Other Sections Referenced:
1. Section 330130.01 - Sewer Collection System Rehabilitation Definitions
2. Section 330130.02 - Sewer Line Cleaning
3. Section 330130.03 - Sewer Flow Control
4. Section 330130.17 - Television Inspection

C. Other documents which shall be considered part of and included in these specifications
1. ASTM - F1216 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube
2. ASTM - F1743 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pull in and Inflate and Curing of a Resin-Impregnated Tube
3. ASTM - D543 Standard and Practice for Evaluating the Resistance of Plastics to Chemical Reagents
4. ASTM - D638 Standard Test Method for Tensile Properties of Plastics
5. ASTM - D790 Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
6. ASTM - D792 Standard Test Methods for Density and Specific Gravity of Plastics by
Displacement.
7. ASTM - F2019 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pulled in Place Installation of Glass Reinforced Plastic (GRP) Cured-in-Place Thermosetting Resin Pipe (CIPP)
8. ASTM - D2122 Standard Test Method for Determining Dimensions of Thermoplastic
Pipe and Fittings
9. ASTM F2561 Standard Practice for Rehabilitation of a Sewer Service Lateral and Its Connection to the Main Using a One Piece Main and Lateral Cured-in-Place Liner
10. ASTM - D2990 Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics
11. ASTM - D3567 Standard Practice for Determining Dimensions of Fiberglass (Glass-Fiber-Reinforced Thermosetting Resin) Pipe and Fittings
12. ASTM - D3681 Standard Test Method for Chemical Resistance of “Fiberglass (Glass Fiber Reinforced Thermosetting Resin) Pipe in a Deflected Condition
13. ASTM - D5813 Standard Specification for Cured-in Place Thermosetting Resin Sewer Pipe
14. ASTM E 132 Test Method for Poisson's Ratio at Room Temperature

D. Neither the CIPP product, system, nor its installation, shall cause adverse effects to any of the Owner's processes or facilities. The installation pressure for the product shall not damage the system in any way, and the use of the product shall not result in the formation or production of any detrimental compounds or by-products at the wastewater treatment plant or to local receiving waters. The Contractor shall notify the Owner and identify any by-products produced as a result of the installation operations, test and monitor the levels, and comply with any and all local waste discharge requirements. The Contractor shall cleanup, restore existing surface conditions and structures, and repair any of the CIPP system determined to be defective. The Contractor shall conduct installation operations and schedule cleanup in a manner to cause the least possible obstruction and inconvenience to traffic, pedestrians, businesses and property owners or tenants.

E. The prices submitted by the Contractor, shall include all costs of permits, labor, equipment and materials for the various bid items necessary for furnishing and installing, complete in place, CIPP in accordance with these specifications. All items of work not specifically mentioned herein which are required, by the contractor, to make the product perform as intended and deliver the final product as specified herein shall be included in the respective lump sum and unit prices bid.

1.2 DESCRIPTION OF WORK

A. The Contractor shall provide all materials, labor, equipment, and services necessary for traffic control, bypass pumping and/or diversion of flows (unless specifically included as a bid item), cleaning and television inspection of sewers to be rehabilitated, liner installation, reconnection of service connections, all quality controls, provide samples for performance of required material tests, final television inspection, testing of the rehabilitated pipe system, warranty work and other work, all as specified herein.

B. The CIPP shall be continuous and jointless from manhole to manhole or access point to access point and shall be free of all defects that will affect the long-term life and operation of the pipe.

C. The CIPP shall fit sufficiently tight within the existing pipe so as to not leak at the manholes, at the service connections, or through the wall of the installed pipe. If leakage occurs at the manholes or the service connections, the Contractor shall seal these areas to stop all leakage using a material compatible with the CIPP. If leakage occurs through the wall of the pipe, the CIPP shall be repaired, or removed and replaced, as recommended by the CIPP manufacturer. Final approval of the CIPP will be based on a leak tight pipe.

D. The CIPP shall be designed for a life of 50 years or greater and an equal service life unless specifically specified otherwise by the Owner.

E. The installed CIPP shall withstand all applicable surcharge loads (soil overburden, live loads, etc.) and external hydrostatic (groundwater) pressure, if present, for each specific installation location.

F. The installed CIPP shall have a long term (50 year or greater) corrosion resistance to the typical chemicals found in domestic sewage and defined in the referenced and applicable ASTM standards.

G. The intent of cured-in-place pipe (CIPP) is to rehabilitate sewer lines by installing a flexible polyester felt tube saturated with a thermosetting resin into the existing pipe. When cured and complete, the installed pipe should extend the full length of the pipe section being rehabilitated and shall provide a structurally sound, continuous, jointless, tight-fitting, watertight pipe within a pipe. The Contractor is responsible for proper, accurate and complete installation of the CIPP using the system selected by the Contractor meeting the Owners requirements. Deficiencies which will be corrected by the finished product include:

1. Cracked and broken pipe caused by poor construction, unstable soil, earth movement, infiltration, roots, destructive loadings, cleaning tool damage, etc.
2. Corrosion of pipe caused by acid attack above the flow line.
3. Erosion of pipe caused by abrasion below the flow level.
4. Degradation of brick pipe caused by loss of masonry.
5. Infiltration of groundwater and soil through leaking pipe joints and structural defects.
6. Exfiltration of transported fluid through leaking pipe joints and structural defects.
7. Inflow of surface water and infiltration of groundwater through unused or illegal connections.

1.3 QUALITY ASSURANCE

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

B. Installer's Qualifications: Firms with at least 5 successfully completed projects having installed an aggregate total of 10,000 linear feet of the submitted manufacturer's cured-in-place liner.

1.4 SUBMITTALS

A. Submit the latest edition and any revisions thereto of the manufacturer's technical data and installation instructions including fabric tube, flexible membrane (coating material), raw resin data, shipping/ storage/ handling instructions, tube wet-out & cure methods, and CIPP manufacturer’s repair/replacement procedures.

B. Submit Material Safety Data Sheet(s) for the resins, any other chemical additives, and any other chemicals used in the CIPP system.

C. Submit certified copies of all test reports on the properties of the proposed resin materials prior to their use. Tests shall be performed by an approved independent testing laboratory or other approved source.

D. If not submitting the specified CIPP thickness, submit approvable design calculations for the CIPP material thickness for each section of the pipe to be rehabilitated.

1.5 SAFETY

A. The Contractor shall conform to all work safety requirements of pertinent regulatory agencies, and shall secure the site for the working conditions in compliance with the same. The Contractor shall erect such signs and other devices as are necessary for the safety of the work site.

B. The Contractor shall perform all of the work in accordance with applicable OSHA standards. Emphasis shall be placed upon the requirements for entering confined spaces and with the equipment being utilized for pipe renewal.

C. The Contractor shall submit a proposed Safety Plan to the Owner, prior to beginning any work, identifying all competent persons. The plan shall include a description of a daily safety program for the job site and all emergency procedures to be implemented in the event of a safety incident. All work shall be conducted in accordance with the Contractor's submitted Safety Plan.
   1. Safety plan shall include a notification of work flyer that will be distributed to all properties connected to the sewer that will be worked on. Notification shall include details of work, dates for expected installation of CIPP, and best measures for preventing fumes from CIPP curing from entering through connected laterals.

D. Compensation for all work required for the submittal of the Safety Plan shall be included in the various pipelining items contained in the Proposal.

1.6 AS-BUILT DRAWINGS/RECORDS

A. As-Built drawings/records, pre & post inspection videotapes, CDs or other electronic media shall be submitted to the Owner, by the Contractor, within 2 weeks of final acceptance of said work or as specified by the Owner. As-Built drawings/records will include the identification of the work completed by the Contractor and shall be prepared on one set of Contract Drawings/Records provided to the Contractor at the onset of the project.

1.7 WARRANTY

A. The materials used for the project shall be certified by the manufacturer for the specified purpose. The Contractor shall warrant the CIPP material and installation for a period of one (1) year. During the Contractor warranty period, any defect which may materially affect the integrity, strength, function and/or operation of the pipe, shall be repaired at the Contractor's expense in accordance with procedures as recommended by the manufacturer.

B. After a pipe section has been rehabilitated and for a period of time up to one (1) year following completion of the project, the Owner may inspect all or portions of the rehabilitated system. The specific locations will be selected at random by the Owner's inspector and should include all sizes of CIPP from this project. If it is found that any of the CIPP has developed abnormalities since the time of "Post Construction Television Inspection," the abnormalities shall be repaired and/or replaced in accordance with plans, specifications, and Owner standards.

C. On any work completed by the contractor that is defective and/or has been repaired, the contractor shall warrant this work for (1) year in addition to the warranty required by the contract.

1.8 GENERAL

A. All equipment and material shall be of a type that has been generally been in use for a period of five (5) years. Work performed with experimental equipment or material will not be permitted without prior written consent of the Owner.

PART 2 - PRODUCTS

2.1 MATERIALS

A. All materials used in the installation of CIPP shall be equal to or exceed the manufacturer's standards.
   1. Resin:
      a. The resin shall be a corrosion resistant polyester or vinyl ester resin and catalyst system or epoxy and hardener system that, when properly cured within the tube composite, meets the requirements of ASTM F1216, ASTM F1743 or F2019 and ASTM D5813, the physical properties herein, and those which are to be utilized in the design of the CIPP for this project. The resin, specified for the specific application defined in the contract documents, shall produce CIPP which will comply with or exceed the structural and chemical resistance requirements of this specification.
      b. The resin to tube ratio, by volume, shall be furnished as recommended by the manufacturer.
   2. Fabric Tube
      a. The fabric tube shall consist of one or more layers of absorbent non-woven felt fabric, felt/fiberglass, felt/carbon fiber, carbon fiber or fiberglass and meet the requirements of ASTM F 1216, ASTM F 1743, or ASTM F2019 and ASTM D5813. The fabric tube shall be capable of absorbing and carrying resins, constructed to withstand installation pressures and curing temperatures and have sufficient strength to bridge missing pipe segments and stretch to fit irregular pipe sections. The contractor shall submit certified information from the felt manufacturer on the nominal void volume in the felt fabric that will be filled with resin.
      b. The wet-out fabric tube shall have a uniform thickness and excess resin distribution that when compressed at installation pressures will meet or exceed the design thickness after cure.
      c. The fabric tube shall be manufactured to a size and length that when installed will tightly fit the internal circumference, meeting applicable ASTM standards or better, of the original pipe. Allowance shall be made for circumferential stretching during installation. The tube shall be properly sized to the diameter of the existing pipe and the length to be rehabilitated and be able to stretch to fit irregular pipe sections and negotiate bends. The Contractor shall determine the minimum tube length necessary to effectively span the designated run between manholes.

d. The Contractor shall verify the lengths in the field prior to ordering and prior to impregnation of the tube with resin to ensure that the tube will have sufficient length to extend the entire length of the run. The Contractor shall also measure the inside diameter of the existing pipelines in the field prior to ordering liner so that the liner can be installed in a tight-fitted condition.
The outside and/or inside layer of the fabric tube (before inversion/pull-in, as applicable) shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate, if applicable, vacuum impregnation and monitoring of the resin saturation during the resin impregnation (wet-out) procedure.

e. No material shall be included in the fabric tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be acceptable upon visual inspection as evident by color contrast between the tube fabric and the activated resin containing a colorant.

f. The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made. The hue of the color shall be dark enough to distinguish a contrast between the fully resin saturated felt fabric and dry or resin lean areas. Seams in the fabric tube, if applicable, shall meet the requirements of ASTM D5813.

g. The outside of the fabric tube shall be marked a maximum of every 5 feet with the name of the manufacturer or CIPP system, manufacturing lot and production footage.

h. The minimum length of the fabric tube shall be that deemed necessary by the installer to effectively span the distance from the starting manhole to the terminating manhole or access point, plus that amount required to run-in and run-out for the installation process.

i. The nominal fabric tube wall thickness shall be constructed, as a minimum, to the nearest 0.5 mm increment, rounded up from the design thickness for that section of installed CIPP. Wall thickness transitions, in 0.5 mm increments or greater as appropriate, may be fabricated into the fabric tube between installation entrance and exit access points. The quantity of resin used in the impregnation shall be sufficient to fill all of the felt voids for the nominal felt thickness.

3. The uncured tubing shall be designed to withstand the insertion stresses, and to be able to negotiate pipe joint offsets, gaps, and angular changes up to and including forty-five degrees (45°).

4. The nominal specified thickness for each pipe section shall be as shown on the plans. The cured material thickness tolerance shall be plus or minus twenty-five percent (± 25%) of the specified thickness. The thickness of any inner and/or outer membrane shall not be included.

5. Pre-Liner
   a. The pre-liner material shall be a three-ply laminate composed of polyethelene that shall act as a retarder against styrene vapors from exiting into lateral connections, through joints, or through other openings in the host pipe during the CIPP resin curing process.

b. All pre-liners shall be compatible with approved fabric tubing and resins used for CIPP and shall not reduce any of the cured physical or structural properties specified herein nor shall it have any adverse affect to the CIPP adhesion to host pipe.
c. Pre-liners shall be installed per manufacturer's specifications and instructions
d. Approved materials: Griffolyn TX-1200 or approved equivalent.

6. Minimum Physical Properties
   a. Where specific thicknesses are not provided the following values shall be used to calculate a minimum value.
      1) All pipe shall be considered fully deteriorated.
      2) All pipe shall be subjected to soil loads of 120 pounds per cubic foot.
      3) All pipe shall be subject to AASHTO HS-20 highway loading.
      4) The water table shall be assumed to be five (5) feet below the ground surface.
      5) All pipe shall be assumed to have five percent (5%) ovality.
      6) Creep Retention Factor 50%.
      7) Constrained Soil Modulus per AASHTO LRFD Section 12 and AWWA Manual M45.
      8) Minimum Service Life 50 years.
      9) Design Safety Factor of 2.0 (1.5 for pipes 36" or larger)

7. Structural Requirements
   a. The cured pipe material shall conform to the minimum structural standards as listed below. Evidence shall be presented to demonstrate that the long-term modulus of elasticity of the cured product is no less than fifty percent (50%) of the herein specified Modulus of Elasticity (Short-term).

Cured Pipe Material Test	Test Method	Minimum Value
Chemical Resistance	ASTM D 543	< allowed loss
Tensile Strength	ASTM D 638	3,000 psi
Flexural Strength	ASTM D 790	4,500 psi
Flexural Modulus of Elasticity	ASTM D 790	250,000 psi
Poisson's Ratio	ASTM E 132	0.3

   b. The CIPP shall be designed as per ASTM F1216 Appendixes. The CIPP design shall assume no bonding to the original pipe wall.
   c. Any material failing to meet any of the structural standards of this specification may be rejected or may be cause for changing the material thickness if approved by the Engineer.

PART 3 - EXECUTION

3.1 PREPARATORY PROCEDURES

A. The Contractor shall notify all homeowners on the manhole section to be lined forty-eight (48) hours in advance of the work to be done. The Contractor shall inform the homeowner of precautions necessary to prevent backup of sewage into the house. Notification shall include language that the work may extend beyond normal permitted working hours, if necessary to reinstate service laterals.

B. The following preparatory procedures shall be adhered to unless otherwise approved by the Engineer:

1. Cleaning of Sewer Line: Before ordering liner materials for the project, the Contractor shall remove all internal debris from the pipe line that will interfere with the installation and the final product delivery of the CIPP, as required in these specifications, and accurately measure and document the exact size of the existing pipeline to be rehabilitated. Solid debris and deposits shall be removed from the system and disposed of properly by the Contractor. Moving material from manhole section to manhole section shall not be allowed. As applicable, the contractor shall either plug or install a flow bypass pumping system to properly clean the pipe lines. Precaution shall be taken by the Contractor in the use of cleaning equipment to avoid damage to the existing pipe. The repair of any damage, caused by the cleaning equipment, shall be the responsibility of the Contractor. The Owner will designate a site for the disposal of all debris removed from the Owner's sewer system as a direct result of the cleaning operation. Unless otherwise specified by the Owner, the Contractor shall dispose of all debris at no charge. Should any dumping fees apply, the Contractor shall be compensated at the respective unit price bid in the Proposal for cleaning.
2. Inspection of Sewer Line: In accordance with the Television Inspection requirements, the Contractor shall televise the pipe with PACP certified personnel specially trained in locating breaks, obstacles, and service connections. The interior of the sewer line shall be carefully inspected to determine the location and extent of any structural failures. The location of any conditions which may prevent proper installation of the CIPP shall be noted so that such conditions can be corrected. The Contractor shall provide the Owner a copy of the pre-cleaning and post-cleaning video and suitable log, and/or in digital format, for review prior to installation of the CIPP and for later reference by the Owner.
3. Connections: While televising the mainline sewer, the Contractor shall accurately measure and record the locations and positions of service connections using a fiberglass or other tape approved by the Engineer. Additionally, the Contractor shall utilize the pan and tilt capabilities of the televising equipment to determine which connections are live (active) and which are not in use. If required by the Contract documents, each connection will be dye tested to determine whether or not the connection is live or abandoned.
4. Bypassing Sewage: The Contractor shall provide for the flow of existing mainline and service connection effluent around the section or sections of pipe designated for CIPP installation. With most small diameter pipelines, particularly on terminal sewers, plugging will be adequate but must be monitored on a regular basis to prevent backup of sewage into adjacent homes. Service connection effluent may be plugged only after proper notification to the affected residence and may not remain plugged overnight. Installation of the liner shall not begin until the Contractor has installed the required plugs or a sewage bypass system and all pumping facilities have been installed and tested under full operating conditions including the bypass of mainline and side sewer flows. Once the installation has begun, existing flows shall be maintained, until the resin/tube composite is fully cured, cooled down, full televised and the CIPP ends finished. The Contractor shall coordinate sewer bypass and flow interruptions with the Owner at least 14 days in advance and with the property owners and businesses at least 1 business day in advance. The pump and bypass lines shall be of adequate capacity and size to handle peak flows. The

Contractor shall submit a detail of the bypass plan and design to the Owner before proceeding with any CIPP installation. Compensation for bypass pumping and all associated plans and approvals shall be at the price bid in the Proposal. All bypassing of flow shall be performed as specified under 330130.03 - SEWER FLOW CONTROL.

5. Line Obstructions: It shall be the responsibility of the Contractor to clear the line of obstructions such as solids, dropped joints, protruding service connections, or collapsed pipe that will prevent installation. If the obstruction(s) could have been removed by bucket machines or by using conventional cleaning methods, no compensation will be granted.
   a. Internal repairs are protruding service connections, dropped portions of pipe which can be removed or pushed back in place, and other obstructions which cannot be cleared using conventional cleaning methods, but which can be cleared from within the pipe. Such internal repairs shall be approved in writing by the Engineer prior to the commencement of the work and shall be considered as a pay item.
   b. Point repairs are obstructions that cannot be removed by either conventional sewer cleaning equipment or by internal equipment. The Contractor shall make an excavation to expose and remove or repair the obstruction. Such excavation shall be approved in writing by the Engineer prior to the commencement of the work, shall be performed as specified under 18-inch sanitary sewer or field tee connection, and shall be considered as a pay item.
6. Pre-Insertion Television Inspection: The Contractor shall televise and record the sewer pipe immediately before installing CIPP. This televising is to assure that the pipe is clean and existing pipe conditions are acceptable for lining. Should additional cleaning be required, it shall be provided at no additional cost to the Owner. The cost of this televising shall be included in the cost of CIPP.

3.2 INSTALLATION PROCEDURES

A. General: The Contractor shall designate a location where the uncured resin in original containers and the fiber felt tube will be impregnated prior to installation. The Contractor shall provide for the Owner's inspection of the materials and impregnation procedure. A resin/catalyst system compatible with the requirements of this method shall be used. The quantities of the liquid thermosetting material shall be sufficient to provide the thickness specified herein. When a proprietary lining technique is used and the licensor's procedures for proper installation differ from these specifications, the licensor's procedures shall govern.

B. Handling: The Contractor shall exercise care during transportation, storage and handling of the liner system to ensure that it will not be torn, cut, or otherwise damaged. The tube shall be impregnated with resin not more than twenty-four (24) hours before the proposed time of installation. Prior to insertion, the tube shall be stored and transported to the site in a refrigerated truck. The insertion shall take place no later than thirty (30) minutes after the catalyst is placed into the resin mix.

C. Insertion: The impregnated fiber felt tube shall be inserted through an existing manhole, through the pipe to be rehabilitated, to the designated rehabilitation location. The tube shall be inserted in accordance with the manufacturer's instructions.

D. Temperature: Prior to installation and as recommended by the manufacturer, remote temperature gauges or sensors shall be placed inside the host pipe to monitor the temperatures during the cure cycle. Liner temperature shall be monitored and logged during curing of the liner.

E. Inflation: The inflation/expansion pressure shall be sufficient to hold it tight to the pipe wall, to produce dimples at side connections and flared ends at manhole walls. Care shall be taken not to over stress the felt tube at the elevated curing temperatures, which may cause damage or failure prior to cure.

F. Curing: After insertion and inflation/expansion is completed, the Contractor shall supply a suitable heat source. The equipment shall be capable of delivering heat throughout the section to raise the curing medium temperature above the recommended minimum value. This minimum temperature shall be determined by the resin/catalyst system employed. The temperature shall be maintained within the manufacturer's recommended limits for the duration of the cure period. The cure period shall be of a duration recommended by the resin manufacturer, as modified for the installation process.

G. Cool down: The Contractor shall cool the hardened pipe to a temperature meeting the manufacturer's recommendations. Care shall be taken in the release of the pressure so that a vacuum will not be developed that could damage the newly installed pipe. Temperatures and curing data shall be monitored and recorded, by the Contractor, throughout the installation process to ensure that each phase of the process is achieved as approved in accordance with the CIPP System manufacturer's recommendations.

H. Finish: The installed CIPP shall be continuous over the entire length of a sewer line section and be free from visual defects such as foreign inclusions, dry spots, pinholes, major wrinkles and delamination. The CIPP shall be impervious and free of any leakage through the CIPP wall.

I. Any defect which will or could affect the structural integrity or strength of the CIPP shall be repaired at the Contractor's expense.

J. The Contractor shall seal both ends of the CIPP in accordance with the manufacturer's recommendations for the field conditions. If, due to broken or misaligned sewer pipe at manhole walls, the installed pipe fails to make a tight seal, the Contractor shall apply a sealant at that point. The sealant shall be of a resin mixture compatible with that used in the CIPP process. The end shall be sealed for a distance of at least (1) pipe diameter inside the host pipe.

K. If any of the service connections leak water between the host pipe and the installed CIPP, the connection mainline interface shall be sealed to provide a water tight connection.

L. Void Areas: Where required by the owner, where necessary in order to assure a structurally sound pipe, or where necessary for the successful CIPP Lining installation, the contractor shall backfill voids that remain after installation of CIPP. The material shall be of the flowable fill type and shall be injected into the void while removing all trapped air from the void. The contractor shall submit the proposed method of placing the flowable fill, including pressures that will not collapse the CIPP and air release method to be employed, to the owner for review before any material is installed. The cost of this work shall be at the unit price bid

for flowable fill complete and include all material, equipment and labor to complete the filling of the void.

M. Testing: After the installation procedures have been performed and curing is complete, but before any service are reinstated, the Contractor shall conduct a leakage test on the sewer line to determine if it is watertight.

1. For water cured liners, the test shall be conducted by using the existing hydrostatic head provided by the standpipe. The test time shall be fifteen (15) minutes, during which time no makeup water shall be added to the standpipe. If at the end of the test period, no significant water loss is observed in the standpipe, the watertightness of the cured-in-place pipe will be considered satisfactory.
2. For air or steam cured liners, the test shall be conducted by removing the bladder and plugging both ends of the cured pipe. The pipe shall then be pressurized with air to a test pressure of one-half (1/2) psi per vertical foot of pipe depth (not exceeding a test pressure of ten (10) psi). The air flow shall be stopped. If the required pressure can be developed and if the pressure decays by less than one (1) psi within four (4) minutes, the watertightness of the liner pipe will be considered satisfactory.

N. Service Connection Reinstatement: After testing, the Contractor shall reinstate the existing live service connections. This shall generally be done without excavation, from the interior of the pipe by means of a television camera and a remotely controlled cutting device. The work shall be performed by experienced operators so that no blind holes are made in the CIPP. The openings of the existing live service connections shall be cut to not less than ninety percent (90%) of their original size. The opening shall not be more than 100% of the service connection opening. All cuts shall be free of burrs, frayed edges, or any restriction preventing free flow of the sewage. Excessive cuts, wrong holes, or trial cuts shall not be made and must be repaired at no cost to the Owner to the full satisfaction of the Engineer. In all cases, the invert of the lateral connection shall be cut flush with the invert entering the mainline to eliminate debris build-up.

A seal, consisting of a resin mixture or hydrophilic seal compatible with the installed CIPP, shall be applied at manhole/wall interface in accordance with the CIPP System manufacturer's recommendations.

Reconnections of existing services shall be made after the CIPP has been installed, fully cured, and cooled down. It is the Contractor's responsibility to make sure that all active service connections are reconnected.

External reconnections are to be made with a tee fitting in accordance with CIPP System manufacturer's recommendations. Saddle connections shall be seated and sealed to the new CIPP using grout or resin compatible with the CIPP.

Coupons of pipe material resulting from service tap cutting shall be collected at the next manhole downstream of the pipe rehabilitation operation prior to leaving the site. Coupons may not be allowed to pass through the system.

3.3 FINAL ACCEPTANCE

A. Finish: The finished pipe shall be continuous over the entire length of sewer run between two manholes and be free from significant defects.

   1. Any defects which will affect, the intended use, integrity or strength of the pipe shall be repaired, at the Contractor's expense, in a manner mutually agreed by the Owner and the Contractor.

B. Inspection: After the work is completed, the Contractor shall provide the Owner with a videotape showing both the before and after conditions, including the reinstated service connections.

C. Cleanup: After the installation work has been completed and all testing acceptable, the Contractor shall clean up the entire project area. All excess material and debris not incorporated into the permanent installation shall be disposed of by the Contractor.

END OF SECTION 330130.72

SECTION 330130.74 – CIPP CONNECTION WITH LATERAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

B. Other Sections Referenced:
1. Section 330130.01 – Sewer Collection System Rehabilitation
2. Section 330130.02 – Sewer Line Cleaning
3. Section 330130.03 – Sewer Flow Control
4. Section 330130.17 – Television Inspection

C. Other documents which should be considered part of and include in these specifications
1. ASTM F-2561 Standard Practice for Rehabilitation of a Sewer Service Lateral and Its Connection to the Main Using a One-Piece Main and Lateral Cured-In-Place Liner.
2. ASTM D-790 Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
3. ASTM D-792 Standard Test Methods for Density and Specific Gravity of Plastics by Displacement.
4. ASTM D-2990 Standard Test Methods for Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics.
5. M D5813 Standard Specification for Cured-in Place Thermosetting Resin Sewer Pipe.

1.2 DESCRIPTION OF WORK

A. This specification covers material requirements, installation practices, and test methods for the reconstruction of a sewer service lateral pipe and the main connection without excavation. The lateral pipe is renovated remotely from the main pipe to a sewer cleanout located within the public right of way. The pipe renovation shall be accomplished by the inversion and inflation of a resin impregnated, single-piece lateral and main connection liner assembly. The liner assembly is pressed against the lined main pipe by inflation of a bladder and held under pressure until the thermo-set resin has cured. When cured, the liner shall extend over a predetermined length of the service lateral (10 lineal feet) and the full circumference of the main pipe connection forming a continuous, single-piece, tight fitting, corrosion resistant and verifiable non-leaking cured in-place pipe (CIPP) inclusive with gasket seals. The Materials and Installation practices shall adhere to the minimum requirements of ASTM F2561-11 “Standard Practice for Rehabilitation of a Sewer Service Lateral and its Connection to the Main Using a One-Piece Main and Lateral Cured-in Place Liner.”

1.3 QUALITY ASSURANCE

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

1.4 SUBMITTALS

A. Submit the latest edition and any revisions thereto of the manufacturer's technical data and installation instructions.

B. Submit Material Safety Data Sheet(s) for the resins, any other chemical additives, and any other chemicals used in the CIPP system.

C. Submit certified copies of all test reports on the properties of the proposed resin materials prior to their use. Tests shall be performed by an approved independent testing laboratory or other approved source.

D. Submit design calculations for the CIPP material thickness for each section of the pipe to be rehabilitated.

1.5 QUALIFIED BIDDER

A. A qualified bidder for installing a mainline/lateral connection and lateral repair system shall use a Manufactured System that has a minimum of a five-year history of satisfactory performance and the Manufactured System shall have performed a minimum of 10,000 successful installations during this time period in the U.S., including 300,000 feet of lateral lining. Bidders shall be prepared to submit a list of installation projects, numbers of connections sealed and lateral footage lined providing contact names, addresses, and telephone numbers for reference.

PART 2 - PRODUCTS

2.1 GENERAL

A. All equipment and material shall be of a type that has been generally been in use for a period of five (5) years. Work performed with experimental equipment or material will not be permitted without prior written consent of the Owner.

B. The reconstruction shall be accomplished using a non-woven textile tube of particular length and a thermo-set resin with physical and chemical properties appropriate for the application. The lateral tube located within a translucent inversion bladder is vacuum impregnated with the synthetic resin and is then placed inside of a protective carrying device. The mainline portion of the liner is physically attached to the lateral portion and is affixed around a rigid "T" launching device. The protective "T" launching device is winched into the existing sewer. When the "T" launching device is properly positioned at the lateral connection, the mainline bladder is inflated by pressurized air that presses the main liner against the host pipe. The lateral portion is then inverted up through the lateral service line by the action of the inversion bladder. Once the resin-saturated liner is cured, the inversion bladder and launching/carrying devices are removed.

2.2 MATERIAL

A. Liner Assembly - The liner assembly shall be continuous in length and consist of one or more layers of absorbent textile material i.e. needle punched felt, circular knit or circular braided tubes that meet the requirements of ASTM F1216 and ASTM D5813 Sections 6 and 8. No intermediate or encapsulated elastomeric layers shall be in the textile that may cause de-lamination in the cured in-place pipe. The textile tube and sheet shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe segments, and flexibility to fit irregular pipe sections. The wet-out textile tube and sheet shall meet ASTM F 1216, 7.2 as applicable, and shall have a uniform thickness and 5% to 10% excess resin distribution that when compressed at installation pressures will meet or exceed the design thickness after cure.

B. Mainline Liner Tube - The main sheet will be flat with one end overlapping the second end and sized accordingly to create a circular lining equal to the inner diameter of the main pipe. The interior of the textile sheet shall be laminated with an impermeable, translucent flexible membrane. The textile sheet before insertion shall be permanently marked on the membrane as a "Lateral Identification" correlating to the address of the building the lateral pipe provides service.

C. Lateral Liner Tube - The exterior of the lateral liner tube shall be laminated with an impermeable, translucent flexible membrane. Longitudinal seams in the tube shall be stitched and thermally sealed. The lateral tube will be continuous in length and the wall thickness shall be uniform. The lateral tube will be capable of conforming to offset joints, bells, disfigured pipe sections and pipe diameter transitions up to 20% of the connection diameter.

D. Mainline Connection - The main tube and lateral tube shall be formed as a one-piece assembly by stitching the lateral tube to the main sheet aperture. The connecting end of the lateral tube shall be shaped to match the aperture and curvature of the main tube. The lateral tube and main tube are connected by stitching and sealing the stitching using a flexible UV cured adhesive/sealant. The main and lateral tubes are assembled in the shape of a "T" or WYE with corresponding dimensions. Submittals for the liner assembly must include the manufacturers test protocol and tests data that certifies the connection between the liner tubes is leak-free, when subjected to a controlled vacuum leak test.

E. Gasket Seals - The mainline connection shall include a seamless molded flange shaped end seal gasket attached to the main liner tube by use of stainless steel snaps. The lateral tube shall include an O-ring gasket attached six-inches from the upstream terminating end of the lateral tube.

F. End Seal Test Data - The hydrophilic gaskets must include test data that reports substantial water-tightness at the terminating ends of a CIPP when subjected to hydrostatic loading that simulates subterranean conditions. Gasket seal submittals must include tests data simulating hydration/ dehydration conditions for a period of 10,000-hours and the test results must successfully demonstrate and document long-term performance without deterioration, loss of material, flexibility, and expansion of the gasket during repeated cycles of hydration and dehydration.

G. Bladder Assembly - The liner assembly shall be surrounded by a second impermeable, inflatable, flexible translucent membrane (translucent bladder) that will contain the resin and facilitate vacuum impregnation while monitoring of the resin saturation during the resin impregnation (wet-out) procedure.

2.3 RESIN SYSTEM

A. The resin/liner system shall conform to ASTM D5813 Section 8.2.2 10,000 hour test.

B. The resin shall be a corrosion resistant polyester, vinyl ester, epoxy or silicate resin and catalyst system that when properly cured within the composite liner assembly, meets the requirements of ASTM F1216, the physical properties herein, and those which are to be utilized in the design of the CIPP, for this project.

C. The resin shall produce CIPP, which will comply with the structural and chemical resistance requirements of ASTM F1216.

Table 1 - CIPP Initial Structural Properties

Property	ASTM Test	Minimum Value	
		psi	(MPa)
Flexural Strength	D 790	4,500	(31)
Flexural Modulus	D 790	250,000	(1,724)

2.4 DESIGN CONSIDERATIONS

A. The CIPP shall be designed per ASTM F1216, Appendix X1.

B. The CIPP design for the lateral tube shall assume no bonding to the original pipe.

C. Roughness Coefficient the liner must be smooth and have an average “n” factor of 0.011 or lower.

D. The CIPP shall be designed for a 50-year useful life or greater.

PART 3 - EXECUTION

3.1 INSTALLATION RECOMMENDATIONS

A. Access Safety – Prior to entering access areas such as manholes, an excavation pit, performing inspection or cleaning operations, an evaluation of the atmosphere to determine the presence of toxic or flammable vapors or lack of oxygen shall be undertaken in accordance with local, state, or federal safety regulations.

B. Cleaning and Inspection – As per sections 330130.02 and 330130.17.

C. Accessing the Lateral – The lateral pipe shall be remotely accessed from the main pipe for purposes of cleaning, pre-inspection, liner insertion and post inspection.

D. Plugging – The upstream side of the cleanout shall be plugged during insertion and curing of the liner assembly ensuring no flows enter the pipe and no air, steam or odors will enter the building. When required, the main pipe flows will be by-passed. The pumping system shall be sized for normal to peak flow conditions. The upstream manhole shall be monitored at all times and an emergency deflating system will be incorporated so that the plugs may be removed at any time without requiring confined space entry.

E. Inspection of Pipelines – The interior of the pipeline shall be carefully inspected to determine the location of any condition that shall prevent proper installation, such as roots, and collapsed or crushed pipe sections. These conditions shall be noted. Experienced personnel trained in locating breaks, obstacles, and service connections by closed circuit television shall perform inspection of pipelines.

F. Line Obstructions – The existing service lateral shall be clear of obstructions that prevent the proper insertion and expansion of the lining system. Changes in pipe size shall be accommodated, if the lateral tube is sized according to the pipe diameter and condition.

Obstructions may include dropped or offset joints of no more than 20% of inside pipe diameter. Where a partial obstruction is caused by the lateral pipe being cocked at the wye connection and protruding into the wye, the protruding portion of the lateral pipe shall be trimmed to provide a clear passage of at least 80% of the inside pipe diameter.

G. Resin Impregnation – The liner assembly is encapsulated within the translucent bladder (liner/bladder assembly) shall be saturated with the resin system (wet-out) under controlled vacuum conditions. The volume of resin used shall be sufficient to fill all voids in the textile lining material at nominal thickness and diameter. The volume shall be adjusted by adding 5% to 10% excess resin for the change in resin volume due to polymerization and to allow for any migration of resin into the cracks and joints in the original pipe. No dry or unsaturated area in the mainline sheet or lateral tube shall be acceptable upon visual inspection.

H. Liner Insertion – The lateral tube and inversion bladder will be inserted into the carrying device. The mainline liner and bladder shall be wrapped around a “T” launching device, and held firmly by pacing four (4) hydrophilic O-rings around the main liner. An adhesive sealant 300ml in volume is applied to the main/lateral interface and shall be applied as a two inch (2”) wide band on the main liner. Both the launching and carrying device are pulled into the pipe using a cable winch. The pull is complete when the open port of the “T” launching device is remotely positioned by use of sewer cameras to be aligned with the interface of the service connection and mainline pipe. The lateral tube is completely protected during the pull. The mainline liner is supported on a rigid “T” launcher that is elevated above the pipe invert through the use of a rotating skid system. The liner assembly shall not be contaminated or diluted by exposure to dirt, debris, or water during the pull.

I. Bladder – The main bladder shall be inflated causing the main sheet to unwrap and expand, embedding the hydrophilic O-rings between the main liner and the main pipe as the main liner is pressed tight against the main pipe. The lateral tube is inverted by the action of the lateral bladder through the center of the main liner as it extends up into the lateral pipe to a distance of three (3) feet. The main/lateral bladder assembly shall extend past all ends of the liner, as no cutting and trimming shall be required.

3.2 CIPP PROCESSING

A. Curing – After the liner has been fully deployed into the lateral pipe, pressure is maintained pressing the liner firmly against the inner pipe wall until the liner is cured at ambient temperatures or by a suitable heat source. The heating equipment shall be capable of delivering a mixture of steam and air throughout the liner bladder assembly to a uniform raise the temperature above the temperature required to cure the resin. The curing of the CIPP must take into account the existing pipe material, the resin system, and ground conditions (temperature, moisture level, and thermal conductivity of the soil). The heat source temperatures shall be monitored and logged during the cure and cool down cycles. The manufacturer's recommended cure schedule shall be submitted.

B. CIPP Processing – Curing shall be done without pressure interruption with air or a mixture of air and steam for the proper duration of time per the resin manufacturer's recommendations. The curing process is complete when the temperature of the CIPP reaches 100 degrees Fahrenheit or less, the processing shall be finished.

3.3 FINISH

A. The finished CIPP – CIPP Shall be a homogenous liner assembly located within a lateral service pipe for a specific length, and extending into the main pipe to renew 16-inches of the main pipe (5" on either side of a 6" lateral or 6" on either side of a 4" connection). The CIPP shall smooth with minimal wrinkling and increase flow rate. The CIPP shall be free of dry spots, lifts, and delaminated portions. The CIPP shall include an engineered taper at each end providing a smooth transition to the host pipe for accommodating video equipment and maintaining proper flow in the mainline. After the work is completed, the installer will provide Owner with video footage documenting the repair and the visual markings identifying the sewer lateral address as completed work. The finished product must provide an airtight/ watertight verifiable non-leaking connection between the main sewer and sewer service lateral.

3.4 INSPECTION AND TESTING PRACTICES

A. Sampling – It is required by the Owner, that Contractor shall prepare a CIPP sample. The sample shall be prepared by securing a flat plate mold using the textile tube material and resin system as used for the rehabilitated pipe.

B. Pressure – The pressure applied on the plate sample will be equal to the highest pressure exerted on the lateral tube during the inversion process.

C. Length – The minimum length of the sample must be able to produce at least five specimens for testing in accordance with ASTM D-790-03.

D. Conditioning – Condition the test specimens at 73.4 ± 3.6º F (23 ± 2ºC) and 50 ± 5% relative humidity for not less than 40 hour prior to test in accordance with Practice ASTM D 618, for those tests where conditioning is required.

E. Short-Term Flexural (Bending) Properties – The initial tangent flexural modulus of elasticity and flexural stress shall be measured for gravity and pressure pipe applications in accordance with Test Method D 790 and shall meet the minimum requirements of Table 1.

F. CIPP Wall Thickness – The minimum wall thickness at any point shall not be less than 87.5% of the specified design thickness as agreed upon between Owner and Contractor.

G. Gravity Pipe Leakage Testing – It is required by the Owner that Contractor shall test five percent (5%) of the sealed connections. Contractor shall use an air test method where a test plug is placed adjacent to the upstream and downstream ends of the main sheet CIPP and at the upper most end of the lateral tube. This test should take place after the CIPP has cooled down to ambient temperature. The test pressure shall be 4 PSI for a three-minute) minute test time and during this time the pressure shall not drop below 3.5 PSI.

3.5 WARRANTY

A. All CIPP liners shall be certified by the manufacturer for specified material properties for a particular job. The manufacturer warrants the liner to be free from defects in raw materials for ten (10) years from the date of acceptance. The Contractor guarantees the work to be free from defects caused by faulty workmanship and/or materials for a period of ten (10) years. During the warranty period, any defects which affect the integrity, strength or water tightness of the pipe shall be repaired at the Contractor's expense.

B. The Contractor shall carry Professional Liability Coverage and provide proof of insurance during the term of the contract.

END OF SECTION 330130.74

SECTION 330130.81 - SEWER MANHOLE REHABILITATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

B. Other Sections Referenced:

1. Section 329200.19 - Seeding and Mulching

C. Other documents which shall be considered part of and included in these specifications

1.	ASTM A 48	Specification for Gray Iron Castings.
2.	ASTM A 240	Specification for Heat-Resisting Chromium and Chromium-Nickel Stainless Steel Plate, Sheet, and Strip for Pressure Vessels.
3.	ASTM A 536	Specification for Ductile Iron Castings.
4.	ASTM C 32	Specification for Sewer and Manhole Brick (Made from Clay or Shale).
5.	ASTM C 78	Test Method for Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading.
6.	ASTM C 109	Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 2-in. or 50-mm Cube Specimens).
7.	ASTM C 270	Specification for Mortar for Unit Masonry.
8.	ASTM C 321	Test Method for Bond Strength of Chemical-Resistant Mortars.
9.	ASTM C 478	Specification for Precast Reinforced Concrete Manhole Sections.
10.	ASTM C 496	Test Method for Splitting Tensile Strength of Cylindrical Concrete Specimens.
11.	ASTM C 579	Test Methods for Compressive Strength of Chemical-Resistant Mortars and Monolithic Surfacings.
12.	ASTM C 596	Test Method for Drying Shrinkage of Mortar Containing Portland Cement.
13.	ASTM C 923	Specification for Resilient Connectors Between Reinforced Concrete Manhole Structures and Pipes.
14.	ASTM D 638	Test Method for Tensile Properties of Plastics.
15.	ASTM D 695	Test Method for Compressive Properties of Rigid Plastics.
16.	ASTM D 790	Test Method for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
17.	ASTM D2566	Test Method for Linear Shrinkage of Cured Thermosetting Casting Resins During Cure.

1.2 DESCRIPTION OF WORK

A. Sewer manhole rehabilitation will repair deteriorated manholes and remove infiltration leaking into the sewer system. The work includes one or more of the following items.
   1. Installation of inflow protectors under manhole lids.
   2. Installation of internal chimney seals to provide a seal between the manhole frame and adjusting rings, bricks or cone section.

B. The manholes requiring rehabilitation work are listed in tabular form in the Detailed Drawings. The drawings identify and locate the manholes to be rehabilitated.

1.3 QUALITY ASSURANCE

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

1.4 SUBMITTALS

A. Product Data: Submit manufacturer's technical data and application and installation instructions for each proposed product.

B. Measurements: Submit a sufficiently detailed list of measurements necessary for each rehabilitation product being used on the project.

PART 2 - PRODUCTS

2.1 GENERAL

A. All equipment and material shall be of a type that has been generally been in use for a period of five (5) years. Work performed with experimental equipment or material will not be permitted without prior written consent of the Owner.

2.2 MANHOLE FRAMES AND LIDS

A. Manhole frames and lids shall comply with the type specified in the Schedule of Work and Detailed Drawings.

   1. Ferrous castings shall be of uniform quality free from blowholes, shrinkage or other defects.
   2. Metal shall conform to ASTM A 48, Class 35 for gray iron or ASTM A 536, Grade 65-45-12 for ductile iron.
   3. Castings shall be smooth and well cleaned by shotblasting.
   4. Castings shall be manufactured true to pattern.

B. Round frames and lids shall have continuously machined bearing surfaces to prevent rocking and rattling.

2.3 CHIMNEY SEALS

A. Internal rubber chimney seals shall be as manufactured by Cretex Specialty Products, or an approved equivalent.
   1. Seals shall be made of high quality rubber meeting applicable requirements of ASTM C 923.
   2. Straight "S" sleeve shall be used where both the fame and masonry wall are vertical.
   3. Tapered "T-1" sleeve shall be used where the frame is tapered and the masonry wall is straight.
   4. Tapered "T-3" sleeve shall be used where the frame is straight and the masonry surface has a 1:3 taper.
   5. Extensions shall be provided at specified manhole locations.
   6. Seals shall be double pleated with a minimum unexpanded vertical height of eight (8) inches.
   7. Minimum thickness shall be 3/16-inch.
   8. Minimum vertical expansion shall be two (2) inches.
   9. Top and bottom shall contain an integrally formed expansion/contraction band recess and multiple sealing fins.
   10. Any splices shall be hot vulcanized.
   11. Seals shall be able to withstand a 180 degree bend with no visible separation.
   12. Expansion bands shall be 16 gauge, minimum 1-3/4 inches wide, stainless steel meeting the requirements of ASTM C-923 Type 304.
      a. Expansion mechanism shall have the capacity to develop and hold the pressure necessary to make a watertight seal.
      b. Minimum adjustment range shall be not less than 2-1/2 inches of diameter (6.3 inches of circumference).
   13. All fasteners shall be stainless steel.
   14. Butyl caulk for the lower portion of the seal shall meet the seal manufacturer's recommendations.

B. Internal spray-applied chimney seals shall be as manufactured by Raven Lining Systems or an approved equivalent.
   1. Seals shall be a composed of modified polyurethane that can be spray applied in a uniform manner and adhere to brick wall manholes.
      a. Tensile Strength (ASTM D638): 1,500 psi
      b. Elongation (ASTM D638): 350% min

PART 3 - EXECUTION

3.1 MEASUREMENTS

A. The Contractor shall make all field measurements necessary to supply and install properly sized products.

B. Prior to construction, the Engineer shall meet with the Contractor at each existing manhole site to prepare a final list of rehabilitation item quantities and measurements.

3.2 MANHOLE FRAME AND LID REPLACEMENT

A. Excavated material shall be removed and replaced as follows:

1. Excavation and restoration for replacement in pavement:

    a. The removal of the manhole frame shall be accomplished by making a square saw cut in the pavement.
    b. Material in the exposed area shall be dug out to a depth to expose the entire frame and stockpiled.
    c. Suitable materials (stockpiled) shall be tamped in place to form the subbase for the pavement. If additional material is needed, suitable material shall be added before the pavement is replaced.
    d. The surfacing used to lid the exposed area (concrete or asphalt) shall conform to the existing pavement. It shall be placed to the same elevation and grade as the existing pavement. Seams shall be appropriately sealed.
    e. Pavement replacement not satisfactorily done by the Contractor shall be reworked at no expense to the Owner.

2. Excavation and restoration for replacement in unpaved areas:

    a. No unnecessary excavation of materials from around the manhole shall be done.
    b. Materials suitable for reuse shall be stockpiled on plywood sheets or other suitable means which will prevent spillage of undesirable subgrade material onto the surrounding lawn area.
    c. Backfill shall be replaced and compacted to prevent settlement and to restore the setting to a condition equal to or better than that found. Backfill shall not lid the manhole.
    d. Restoration of all tree lawns and grassed areas disturbed during construction shall be performed by a Landscape Contractor approved by the Owner. Grass areas to be restored shall be seeded in accordance with Sodding, Seeding and Mulching.
    e. Any private property which has to be removed for access to the manhole shall be replaced by the Contractor in the same or better condition than found. If this replacement is not to the satisfaction of the Owner or Engineer, it shall be redone at no cost to the property owner or Owner.

B. Existing manhole frames and lids to be reused shall be carefully removed and cleaned. Existing manhole frames and lids which will not be reused shall be disposed of, as directed by the Owner.

C. Replacement manhole frames and lids shall be equivalent to those being replaced unless otherwise specified.

D. Installation of manhole frames and lids shall be in accordance with the following procedures:

1. The Contractor shall raise the elevation of the existing manhole as directed by the Engineer. The manholes shall be raised by adding a sufficient number of precast collars and mortar rings to obtain the desired elevation.
2. The Contractor shall then install the manhole frame and lid of the type specified.

3. After installation of the frame and lid, a layer of elastic compound able to withstand sewer gases and approved by the Engineer shall be applied to the interior joint of the frame and the wall of the manhole. This material shall be applied all around the joint to a thickness of l/4-inch. It shall extend 1-inch to either side of the joint, or a total width of 2 inches. The thickness and width of any substitute material shall be determined when said substitute material is approved by the Engineer.
4. It shall be the responsibility of the Contractor, at no additional cost to the Owner, to replace any portion of the brick and mortar ring of the existing manhole which is damaged when the existing frame and lid are removed or the new manhole frame and lid are installed.

3.3 CHIMNEY SEALS

A. Carefully clean the inside of the manhole frame of all dirt and debris.

B. Install seals in strict accordance with the manufacturer's instructions including the use of the butyl caulk on the lower portion of the seal.

3.4 MANHOLE REHABILITATION ACCEPTANCE

A. After the manhole rehabilitation work has been completed, the manhole shall be visually inspected by the Contractor in the presence of the Engineer and the work shall be found satisfactory to the Engineer. In addition, at the Owner's request, the Contractor may be required within one year to visually inspect the manholes that were rehabilitated. Any work that has become defective shall be redone by the Contractor at no additional expense to the Owner.

END OF SECTION 330130.81