BID SET

Lashley Hill Road (Twp Road 716) Slope Repair

Mead Township Trustees, OH

OPWC Funded Project No. CU54AC

September 2026

0000046144LR

verdantas

8150 Sterling Ct. | Mentor | OH | 44060 |
440.951.9000 | www.verdantas.com

MEAD TOWNSHIP OFFICIALS

ADMINISTRATION

Kathy Hammond, Fiscal Officer

TOWNSHIP TRUSTEES

Ed Good, Trustee
Matt Merryman, Trustee
Clyde Hammond, Trustee

ADVERTISEMENT FOR BIDS/PUBLIC NOTICE TO BIDDERS

Sealed bids will be received at the office of the Township Fiscal Officer, Mead Township Trustees, 55860 Dilles Bottom Road, Shadyside, Ohio 43947, until 6:00 p.m. on September 21, 2026 and will be opened and read immediately thereafter for

LASHLEY HILL ROAD (TWP ROAD 716) SLOPE REPAIR

OPWC FUNDED PROJECT

COMPLETION DATE: DECEMBER 31, 2026

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

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

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

STEEL PRODUCTS MADE IN THE UNITED STATES:
Domestic steel use requirements as specified in Ohio Rev. Code §153.011, https://codes.ohio.gov/ohio-revised-code/section-153.011, apply to this project.
(Load-bearing structural purposes only)

All bidders must be ODOT Pre-Qualified for the work items included in this project.

Publish: *Township Website*
Township Facebook Page
Starting September 7, 2026 until Bid Opening

TABLE OF CONTENTS

		Page No.
	Title Page	i
	Officials Page	ii
	Advertisement for Bids/Public Notice to Bidders	iii
	Table of Contents	iv - v
SECTION 1	BID DOCUMENTS AND BID FORMS	
	Instructions to Bidders	BD.1 – BD.8
	Prices to Include	BD.9
	ALL BID FORMS SHALL BE COMPLETED AND SUBMITTED WITH BID	
	Form of Non-Collusion Affidavit	BF.1
	Corporate Resolution	BF.2
	Proposed Subcontractors	BF.3
	Experience Record	BF.4
	Insurance Agent Affidavit	BF.5
	Supplemental Bond Acknowledgement	BF.6
	Bid Security	BF.7
	Proposal Forms	BF.8 – BF.9
	O.D.O.T. Certificate of Qualification	BF.10
	OPWC Proposal Notes and EEO Certification	OPWC.BF.1 – OPWC.BF.4
SECTION 2	CONTRACT FORMS	
	Notice of Award	CF.1
	Contract and Certificates of Fiscal Officer & Legal Counsel	CF.2 – CF.3
	Contract Bond, Certificates of Insurance & Worker's Comp.	CF.4
	Delinquent Personal Property Statement	CF.5
	Lobbying Affidavit	CF.6
	Approved Subcontractors	CF.7
	Notice to Proceed	CF.8
	Findings for Recovery & Notifications	N.1
SECTION 3	GENERAL CONDITIONS, EJCDC No. C-700 (2007)	1 – 68
SECTION 4	SUPPLEMENTARY CONDITIONS	SC.1 – SC.7

SECTION 5 SPECIFICATIONS

DIVISION 1 - GENERAL REQUIREMENTS

01010	SUMMARY OF WORK
01019	CONTRACT CONSIDERATIONS
01039	COORDINATION AND MEETINGS
01300	SUBMITTALS
01400	QUALITY CONTROL
01500	CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS
01568	POLLUTION CONTROL
01600	MATERIAL AND EQUIPMENT
01700	CONTRACT CLOSEOUT

Page No.

SECTION 6 STANDARD SPECIFICATIONS SS.1

SECTION 7 SPECIFIC PROJECT REQUIREMENTS SR.1

SECTION 8 PREVAILING WAGE RATES PW.1 – PW.12

State Prevailing Wage Rate Determination Schedule

05/26

SECTION 1
BID DOCUMENTS

INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.1 Sealed bids shall be received by the Owner at the location specified and until the time and date specified in the Advertisement for Bids/Public Notice to Bidders.

1.2 Each bid shall contain the full name and address of each person or company interested in said bid. If no other person be so interested, the Bidder shall distinctly so state the fact.

1.3 Bid forms must be completed in ink or by typewriter. Any corrections to the bid forms prior to submission must be initialed by the person signing the bid. Failure to submit any bid form(s) or other required document(s) may be cause for rejection of the bidder's bid at the sole discretion of the Owner.

1.4 Bids by Corporations must be executed in the corporate name by the President, Vice President, or other officer accompanied by evidence of authority to sign and the corporate seal must be affixed and attested by the Secretary on the Corporate Resolution form.

1.5 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.

1.6 All names must be typed or printed below the signature.

1.7 The bid shall contain an acknowledgment of receipt of all Addenda.

1.8 If a Bidder wishes to withdraw their bid prior to the opening of bids, they shall state their purpose in writing to the Owner before the time fixed for the opening, and when reached it shall be handed to them unread.

1.9 After the opening of bids, no Bidder may withdraw their bid for a period of 60 days.

PART 2 EXAMINATION OF CONTRACT DOCUMENTS AND SITE

2.1 Before submitting a bid, each Bidder must

A. Examine the Contract Documents thoroughly.

B. Visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress, or performance of the work.

C. Familiarize themselves with Federal, State, and local laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work.

D. Study and carefully correlate Bidder's observations with the Contract Documents.

2.2 Reference is made to the Specific Project Requirements for the identification of any reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by the Engineer in preparing the drawings and specifications. Owner will make copies of such reports available to any Bidder requesting them if not made available with the bid documents. These reports are not guaranteed as to accuracy or completeness; nor are they part of the Contract Documents. Before submitting their bid each Bidder will, at their own expense, make such additional investigations and tests as the Bidder may deem necessary to determine their bid for performance of the work in accordance with the time, price and other terms and conditions of the Contract Documents.

2.3 Upon request, the Owner will provide each Bidder access to the site to conduct such reasonable investigations and tests as each Bidder deems necessary for submission for their bid.

2.4 The lands upon which the work is to be performed, rights-of-way for access thereto, and other lands designated for use by Bidder in performing the work are identified on the Drawings.

2.5 The submission of a bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of this section and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

PART 3 ESTIMATED QUANTITIES

3.1 In Unit Price Contracts, the quantities of the work itemized in the bid are approximate only and the bidders are hereby notified that the estimated quantities made by the Engineer are merely for the guidance of the Owner in comparing on a uniform basis all bids received for the work.

3.2 The contract quantities, where itemized, are based on plan horizontal and vertical dimensions unless otherwise specified. It is the Contractor's responsibility to verify and determine actual quantities of materials such as pipe, pavement, subgrade, etc. in their ordering materials.

3.3 Payments, except for lump sum contracts and except for lump sum items in unit price contracts, will be made to the Contractor only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications.

3.4 The successful Bidder will be required to furnish the Owner with a complete breakdown of the lump sum bid items, to the satisfaction of the Engineer/Architect, before signing the Contract documents.

PART 4 CONTRACTOR'S QUALIFICATION

4.1 Bidder shall provide detailed information relating to similar projects completed within the past 5 years which demonstrates the bidder's capability, responsibility, experience, skill, and financial standing to undertake this type of project and shall include a list of all projects currently under construction including status and contact person.

4.2 Bidder shall own, have rental or lease agreements for, or otherwise have readily available any and all equipment and tools necessary for proper execution of the work. The Owner reserves the right to request lists of equipment or tools available for the project including sources.

4.3 Bidder shall provide pertinent information to the Owner relative to any pending suits or outstanding liens. If no information is provided by the Bidder, the Owner shall assume that any such suits or liens do not exist.

4.4 The Owner may require similar information on any or all subcontractors proposed by the Bidder.

4.5 Bids of corporations not chartered in the state in which the work will take place must be accompanied by proper certification that the corporation is authorized to do business in that state.

PART 5 SUBCONTRACTORS

5.1 The Bidder shall state on the appropriate bid form the names of all Subcontractors, Sub Consultants and other professional service providers proposed and the items of work they are to be assigned. All work not assigned to a Subcontractor shall be assumed by the Owner to be performed by the Bidder.

5.2 The Owner reserves the right to approve all subcontractors proposed by the Bidder. If the Owner, after due investigation, rejects the use of a proposed subcontractor, the apparent successful Bidder may either submit an acceptable substitution without increase in bid price or decline substitution and withdraw their bid without sacrificing their bid security. Any listed subcontractor to whom the Owner does not make written objection prior to award of contract, shall be deemed acceptable to the Owner.

5.3 Requests for changes of Subcontractor by the Bidder after the award shall be subject to the Owner's approval and shall not change the contract bid prices.

5.4 No contractor shall be required to employ any Subcontractor, person or organization against whom they have reasonable objection.

PART 6 BID REVIEW BY OWNER

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

6.2 All extensions and totals of unit prices and quantities submitted as part of the bid shall be considered informal until verified by the Owner. All bids must be made on the forms contained herein and the bid prices must be written therein, in figures only. Unit prices shall be separately written for "Unit Price Labor," "Unit Price Material," and "Total Unit Price" for each item listed. Should an error in addition and/or multiplication be determined while checking the Contractor's math and verifying their total bid, the "Unit Price Labor" and the "Unit Price Material" figures shall govern in determining the correct "Total Unit Price" and the correct "Item Total."

6.3 Each bidder must bid on all Items, Alternates, Deductions, and Additions contained in the Bidding Forms. All bids not in conformity with this notice may be considered non-responsive and may be rejected.

6.4 More than one bid for the same work from an individual or entity under the same of different names will not be considered. Reasonable grounds for believing that any bidder has an interest in more than one bid for the work may be cause for disqualification of that bidder and the rejection of all bids in which the bidder has an interest. A subcontractor or supplier is not a bidder, and may submit prices to multiple bidders.

6.5 In evaluating bids, the Owner may consider:

A. The qualifications and experience of the Bidder, proposed subcontractors, and principal material suppliers as outlined in the plans and specifications.

B. Financial ability and soundness of the Bidder and proposed subcontractors.

C. Completeness of all bid forms and bid requirements.

D. Alternates and unit prices requested in the Bid Forms.

E. Unit prices or schedules of values that are or appear to be unbalanced.

F. Previous contractual experience with the Owner.

G. Whether or not the bid package complies with the prescribed requirements.

H. The proposed completion date, if applicable.

I. Any other matter allowed by law or local ordinance or resolution.

6.6 Owner may conduct further investigations as they deem necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the Bidder, proposed Subcontractors, and other persons and organizations to do the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

6.7 Owner reserves the right to reject the bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.

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

PART 7 BID SECURITY

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

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

7.2 The certified or cashier's check, irrevocable letter of credit, or bond shall be made payable to the Owner and shall serve as a guarantee that in the event the bid is accepted and a contract is awarded to the successful Bidder, the contract will be executed by the bidder including any certifications, certificates or additional bonds required by the contract.

7.3 Failure on the part of the successful Bidder to execute the contract documents will cause the certified or cashier's check, irrevocable letter of credit, or bond to be forfeited to the Owner as damages.

A. If the Owner awards the contract without rebidding, the Bidder (and the Surety on their bond if a bond was submitted) shall be liable to the Owner for a penal sum not to exceed the difference between the low bid and the next lowest bidder or 10% of the amount of the bid, whichever is less.

B. If the Owner does not award the Contract to the next lowest Bidder, but resubmits the project for bidding; the Bidder (and the Surety on their bond if a bond was submitted) shall be liable to the Owner for a penal sum not to exceed the costs in connection with the resubmission of bids or 10% of the amount of the bid, whichever is less.

7.4 Checks or letters of credit for bid security of all bidders will be returned in the manner and timeframe stipulated in the O.R.C. Section 153.54 Bid guaranty to be filed with bid.

PART 8 CONTRACT BOND

8.1 As security for faithful performance and payment of all obligations under the Contract, the Owner shall require and the successful Bidder shall furnish either:

A. *If submitted as Bid Security at time of bid:* "Bid Guarantee and Contract Bond" (AKA "rollover bond") per O.R.C. Sections 153.54 and 153.571.

B. *If a cashier's check or irrevocable letter of credit is submitted as Bid Security at time of bid:* Contract Bond per O.R.C. Sections 153.54 and 153.57, in the amount of 100% of the Contract Price. The Contractor and their Surety shall sign the Supplemental Bond Acknowledgement form and submit with the Contract forms

8.2 The bond shall be underwritten by a Surety Company authorized to transact business in the State of Ohio having an Ohio agent and listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds."

8.3 The contract bond shall cover correction of the work for the period stated in the specifications and the correction period shall start upon Final Acceptance of the entire project and final payment by the Owner.

8.4 Nothing in the performance of the Engineer's service to the Owner in connection with this project shall in any way imply any undertaking for the benefit of the successful Bidder, its subcontractor(s), or the surety of any of them.

PART 9 AWARD AND EXECUTION OF CONTRACT

9.1 After the Owner's legislative body awards the project, the successful bidder will receive the unsigned contract documents. Within 10 days after their receipt, the successful Bidder shall sign and deliver to the Owner said contract documents including any certifications, certificates, or additional bonds required by the contract.

9.2 The Owner shall execute the Contract within 60 days after the day of the bid opening. When necessary and by mutual consent between the Owner and the Successful Bidder, this 60 day period may be extended.

9.3 The date of the Owner's signature on the Contract Agreement shall be the effective contract date.

9.4 The Owner shall execute and deliver to the successful Bidder one set of fully executed contract documents.

PART 10 INSURANCE

10.1 Verification of limits for public liability, property damage, automobile, Worker's Compensation, or any other insurance required by the provisions of this Contract must be submitted to the Owner prior to execution of the Contract.

10.2 All insurance shall be endorsed so that it cannot be cancelled for non-payment of premium for 10 days or cancelled or non-renewed for any other reason in less than 30

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

10.3 The Insurer's affording coverage shall be authorized to transact business in the State of Ohio and be listed on the most current Ohio Department of Insurance list of Ohio Licensed Companies.

10.4 The Contractor's Liability Insurance policy(s) shall be endorsed such that limits are on a Per Project basis.

10.5 The Contractor shall also provide an Owner's and Contractor's Protective Policy.

PART 11 NON-COLLUSION AFFIDAVIT

11.1 Collusion between bidders will be cause for rejection of affected bids and may be cause for rejection of all bids. Multiple bids submitted by one bidder under the same name or different names, whether as an individual, firm, partnership, corporation, profit or non-profit, affiliate, or association will be cause for rejection of bids. A subcontractor is not a bidder, and may submit prices to multiple bidders.

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

11.3 Each bid must be accompanied by a completed Noncollusion Affidavit provided within the contract documents.

11.4 Where there is reason to believe collusion or combination among bidders exists, the Owner reserves the right to reject the bid of those concerned.

PART 12 DELINQUENT PERSONAL PROPERTY STATEMENT

12.1 Included with the contract documents is a Delinquent Personal Property Statement to be filled out by the successful Bidder.

12.2 The statement shall be sent to both the County Auditor and the County Treasurer. A signed copy shall remain in the contract documents as well.

PART 13 ORIGINAL DOCUMENTS

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

PART 14 ADDENDA

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

END OF SECTION 01/28/26

PRICES TO INCLUDE

PART 1 - GENERAL

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

1.1 All labor, materials, tools, equipment, and transportation necessary for the proper execution of the work in accordance with the Contract Documents.
1.2 All assistance required by the Engineer to verify compliance with the Contract Documents, including measuring for final pay quantities.
1.3 Project coordination and scheduling.
1.4 Detailed breakdown of lump sum bid items as requested by the Engineer.
1.5 All provisions necessary to protect workers, the general public, and property along the work in accordance with the Contract Documents.
1.6 Record drawings of the installed location of all underground electrical conduit, sewers, tees, wyes, laterals, etc.
1.7 Materials testing.
1.8 Reimbursement to Owner for costs of re-inspection or re-testing of any work not installed in compliance with the Contract Documents.

PART 2 - ITEMS

All work proposed by this contract shall be quantified and paid for in accordance with the pertinent O.D.O.T. specification except as specifically altered by other provisions of this contract. ODOT 104.02 D., 611.04, 611.12, and 611.13 shall not apply to this project.

2.1 BONDS AND INSURANCES, AS PER PLAN

Basis of Payment

A "Bonds and Insurances" item (including "Owner/Contractor Protective Policy," "All Risk Builder's Risk Insurance," and/or "Installation Floater Insurance", **and/or endorsements to fully comply with all contract requirements**) has been included in the bid proposal.

2.3 MAINTAINING TRAFFIC, AS PER PLAN

Basis of Payment

The lump sum price also shall include all detour signing and flagging.

2.5 EROSION CONTROL, AS PER PLAN

Basis of Payment

The lump sum price shall include any and all labor, equipment, and materials including but not limited to straw bales, silt fence, dandy bags, check dams, silt ponds, temporary seeding and other items on the plans to provide sediment and erosion control commensurate with the Contractor's means, methods, work schedule, and in accordance with plan details and specifications.

BID FORMS

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

SECTION 2
CONTRACT FORMS

NOTICE OF AWARD

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

PROJECT: «TitleCaps»

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

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

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

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

ACKNOWLEDGMENT

«ContractCAPName»

_____
«ContractFirst» «ContractLast», «ContractTitle»

CONTRACT

FOR «TitleCaps»

THIS CONTRACT, made and entered into at «OwnerCity», «OwnerState», this _____ day of _____, 20____, by and between the «OwnerMuni» ("OWNER"), «OwnerState» and «ContractName» ("CONTRACTOR").

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

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

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

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

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

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

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

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

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

«ContractCAPName»

_____

«ContractFirst» «ContractLast», «ContractTitle»

«OwnerCaps»

_____

«OwnerCEOFirst» «OwnerCEOLast», «OwnerCEOTitle»

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

_____

«OwnerFiscalFirst» «OwnerFiscalLast», «OwnerFiscalTitle»

APPROVED AS TO FORM:

_____

«OwnerLegalName», «OwnerLegalTitle»

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

A) **CERTIFICATE OF INSURANCE FOR CONTRACTOR'S PUBLIC LIABILITY INSURANCE POLICY AND AUTOMOTIVE INSURANCE POLICY**

Owner, Verdantas LLC, CT Consultants, Inc., Named as Additional Insured

B) **CERTIFICATE OF INSURANCE FOR OWNER'S AND CONTRACTOR'S PROTECTIVE POLICY**

Owner Named as Insured (No Additional Insured)

C) **CERTIFICATE OF WORKER'S COMPENSATION**

D) **CONTRACT BOND THAT COMPLIES WITH ORC 153.54 AND 153.57**

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

DELINQUENT PERSONAL PROPERTY STATEMENT

STATE OF _____)
) SS
COUNTY OF _____)

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

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

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

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

«ContractCAPName»

_____
«ContractFirst» «ContractLast», «ContractTitle»

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

_____
Notary Public

My Commission Expires: _____

AFFIDAVIT

OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13

STATE OF _____)
) SS
COUNTY OF _____)

_____ being duly sworn deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of _____ ("the Contracting Party").

2. The Contracting Party is a/an (select one):

   ☐ Individual, partnership, or other unincorporated business association (including without limitation, a professional association organized under Ohio Revised Code Chapter 1787), estate, or trust

   ☐ Corporation organized and existing under the laws of the State of _____

   ☐ Labor organization

3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C. 3517.13(I) (with respect to non-corporate entities and labor organizations) or R.C. 3517.13(J) (with respect to corporations) are in full compliance with the political contribution limitations set forth in R.C. 3517.13(I) and (J), as applicable.

4. I understand that a false representation on this certification will incur penalties pursuant to 3517.992(R).

Affiant further sayeth naught.

By: _____

Title: _____

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

_____, 20_____.

_____
Notary Public

My commission expires: _____

APPROVED SUBCONTRACTORS

PROJECT: «TitleCaps»

PRIME CONTRACTOR: «ContractCAPName»

To be filled out by Prime Contractor and signed by Owner.

1. Name: _____

   Address: _____

   City/State/Zip: _____

   Description of Work: _____

   Phone: ( ) _____ Amount: $ _____ % of Contract: _____

   EIN# _____ Unique Entity ID# _____

2. Name: _____

   Address: _____

   City/State/Zip: _____

   Description of Work: _____

   _____

   Phone: ( ) _____ Amount: $ _____ % of Contract: _____

   EIN# _____ Unique Entity ID# _____

3. Name: _____

   Address: _____

   City/State/Zip: _____

   Description of Work: _____

   Phone: ( ) _____ Amount: $ _____ % of Contract: _____

   EIN# _____ Unique Entity ID# _____

4. Name: _____

   Address: _____

   City/State/Zip: _____

   Description of Work: _____

   Phone: ( ) _____ Amount: $ _____ % of Contract: _____

   EIN# _____ Unique Entity ID# _____

«OwnerCaps»

_____

«OwnerCEOFirst» «OwnerCEOLast», «OwnerCEOTitle»

NOTICE TO PROCEED

Project: «Title»

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

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

Date: _____

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

«OwnerCaps»

_____
«OwnerCEOFirst» «OwnerCEOLast», «OwnerCEOTitle»

REV. 07/17/26

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

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

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

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

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

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

SECTION 3
GENERAL CONDITIONS

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

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by

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ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

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A Practice Division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

Endorsed by

CONSTRUCTION SPECIFICATIONS INSTITUTE

EJCDC C-700 Standard General Conditions of the Construction Contract
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These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor (EJCDC C-520 or C-525, 2007 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the Narrative Guide to the EJCDC Construction Documents (EJCDC C-001, 2007 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (EJCDC C-800, 2007 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

TABLE OF CONTENTS

Page

Article 1 – Definitions and Terminology 1
1.01 Defined Terms 1
1.02 Terminology 5

Article 2 – Preliminary Matters 6
2.01 Delivery of Bonds and Evidence of Insurance 6
2.02 Copies of Documents 6
2.03 Commencement of Contract Times; Notice to Proceed 6
2.04 Starting the Work 7
2.05 Before Starting Construction 7
2.06 Preconstruction Conference; Designation of Authorized Representatives 7
2.07 Initial Acceptance of Schedules 7

Article 3 – Contract Documents: Intent, Amending, Reuse 8
3.01 Intent 8
3.02 Reference Standards 8
3.03 Reporting and Resolving Discrepancies 8
3.04 Amending and Supplementing Contract Documents 9
3.05 Reuse of Documents 10
3.06 Electronic Data 10

Article 4 – Availability of Lands; Subsurface and Physical Conditions; Hazardous Environmental Conditions; Reference Points 10
4.01 Availability of Lands 10
4.02 Subsurface and Physical Conditions 11
4.03 Differing Subsurface or Physical Conditions 11
4.04 Underground Facilities 13
4.05 Reference Points 14
4.06 Hazardous Environmental Condition at Site 14

Article 5 – Bonds and Insurance 16
5.01 Performance, Payment, and Other Bonds 16
5.02 Licensed Sureties and Insurers 16
5.03 Certificates of Insurance 16
5.04 Contractor's Insurance 17
5.05 Owner's Liability Insurance 18
5.06 Property Insurance 18
5.07 Waiver of Rights 20
5.08 Receipt and Application of Insurance Proceeds 21

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5.09 Acceptance of Bonds and Insurance; Option to Replace 21
5.10 Partial Utilization, Acknowledgment of Property Insurer 21

Article 6 – Contractor's Responsibilities 22
6.01 Supervision and Superintendence 22
6.02 Labor; Working Hours 22
6.03 Services, Materials, and Equipment 22
6.04 Progress Schedule 23
6.05 Substitutes and "Or-Equals" 23
6.06 Concerning Subcontractors, Suppliers, and Others 25
6.07 Patent Fees and Royalties 27
6.08 Permits 27
6.09 Laws and Regulations 27
6.10 Taxes 28
6.11 Use of Site and Other Areas 28
6.12 Record Documents 29
6.13 Safety and Protection 29
6.14 Safety Representative 30
6.15 Hazard Communication Programs 30
6.16 Emergencies 30
6.17 Shop Drawings and Samples 30
6.18 Continuing the Work 32
6.19 Contractor's General Warranty and Guarantee 32
6.20 Indemnification 33
6.21 Delegation of Professional Design Services 34

Article 7 – Other Work at the Site 35
7.01 Related Work at Site 35
7.02 Coordination 35
7.03 Legal Relationships 36

Article 8 – Owner's Responsibilities 36
8.01 Communications to Contractor 36
8.02 Replacement of Engineer 36
8.03 Furnish Data 36
8.04 Pay When Due 36
8.05 Lands and Easements; Reports and Tests 36
8.06 Insurance 36
8.07 Change Orders 36
8.08 Inspections, Tests, and Approvals 37
8.09 Limitations on Owner's Responsibilities 37
8.10 Undisclosed Hazardous Environmental Condition 37
8.11 Evidence of Financial Arrangements 37
8.12 Compliance with Safety Program 37

Article 9 – Engineer's Status During Construction 37
9.01 Owner's Representative 37
9.02 Visits to Site 37

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9.03 Project Representative 38
9.04 Authorized Variations in Work 38
9.05 Rejecting Defective Work 38
9.06 Shop Drawings, Change Orders and Payments 38
9.07 Determinations for Unit Price Work 39
9.08 Decisions on Requirements of Contract Documents and Acceptability of Work 39
9.09 Limitations on Engineer's Authority and Responsibilities 39
9.10 Compliance with Safety Program 40

Article 10 – Changes in the Work; Claims 40
10.01 Authorized Changes in the Work 40
10.02 Unauthorized Changes in the Work 40
10.03 Execution of Change Orders 41
10.04 Notification to Surety 41
10.05 Claims 41

Article 11 – Cost of the Work; Allowances; Unit Price Work 42
11.01 Cost of the Work 42
11.02 Allowances 45
11.03 Unit Price Work 45

Article 12 – Change of Contract Price; Change of Contract Times 46
12.01 Change of Contract Price 46
12.02 Change of Contract Times 47
12.03 Delays 47

Article 13 – Tests and Inspections; Correction, Removal or Acceptance of Defective Work 48
13.01 Notice of Defects 48
13.02 Access to Work 48
13.03 Tests and Inspections 48
13.04 Uncovering Work 49
13.05 Owner May Stop the Work 50
13.06 Correction or Removal of Defective Work 50
13.07 Correction Period 50
13.08 Acceptance of Defective Work 51
13.09 Owner May Correct Defective Work 51

Article 14 – Payments to Contractor and Completion 52
14.01 Schedule of Values 52
14.02 Progress Payments 52
14.03 Contractor's Warranty of Title 55
14.04 Substantial Completion 55
14.05 Partial Utilization 56
14.06 Final Inspection 56
14.07 Final Payment 57
14.08 Final Completion Delayed 58
14.09 Waiver of Claims 58

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Article 15 – Suspension of Work and Termination 58
15.01 Owner May Suspend Work 58
15.02 Owner May Terminate for Cause 58
15.03 Owner May Terminate For Convenience 60
15.04 Contractor May Stop Work or Terminate 60

Article 16 – Dispute Resolution 61
16.01 Methods and Procedures 61

Article 17 – Miscellaneous 61
17.01 Giving Notice 61
17.02 Computation of Times 61
17.03 Cumulative Remedies 62
17.04 Survival of Obligations 62
17.05 Controlling Law 62
17.06 Headings 62

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

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

4. *Asbestos*—Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

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

6. *Bidder*—The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*—The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*—A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*—A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*—The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

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12. *Contract Documents*—Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*—The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*—The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any; (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*—The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*—See Paragraph 11.01 for definition.

17. *Drawings*—That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*—The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

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

20. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*—Sections of Division 1 of the Specifications.

22. *Hazardous Environmental Condition*—The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto.

23. *Hazardous Waste*—The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

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

25. *Liens*—Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*—A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

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27. *Notice of Award*—The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*—A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*—The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*—Polychlorinated biphenyls.

31. *Petroleum*—Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

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

33. *Project*—The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*—The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*—Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

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

37. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

38. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

39. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

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40. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

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

42. *Specifications*—That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

43. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

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

45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.

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

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

48. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

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

50. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

51. *Work Change Directive*—A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an

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

1.02 *Terminology*

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

B. *Intent of Certain Terms or Adjectives:*

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

C. *Day:*

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

D. *Defective:*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

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

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

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

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

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

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

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

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

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

2.02 *Copies of Documents*

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

2.03 *Commencement of Contract Times; Notice to Proceed*

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

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2.04 *Starting the Work*

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

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

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

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

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

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

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

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

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

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

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies:*

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1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor discovers, or has actual knowledge of, and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation , (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample (subject to the provisions of Paragraph 6.17.D.3); or

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3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions; or

2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer.

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

3.06 *Electronic Data*

A. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by Contractor to Owner or Engineer, that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

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

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the

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Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

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

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and

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

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

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

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

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

4.03 *Differing Subsurface or Physical Conditions*

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

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

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

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

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

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

C. *Possible Price and Times Adjustments:*

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

   a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

   b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

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

   b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

   c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other

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professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

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

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data provided by others; and

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

a. reviewing and checking all such information and data;

b. locating all Underground Facilities shown or indicated in the Contract Documents;

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

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated:*

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

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

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or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

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

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

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

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

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

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by

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Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

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

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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 list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

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

5.03 *Certificates of Insurance*

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

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

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

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

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

5.04 *Contractor's Insurance*

A. Contractor shall purchase and maintain such insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

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

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

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

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

   a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

   b. by any other person for any other reason;

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

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

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

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1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, be written on an occurrence basis, include as additional insureds (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

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

4. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

5. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

6. include completed operations coverage:

    a. Such insurance shall remain in effect for two years after final payment.

    b. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

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1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee;

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

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

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

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

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other loss payee to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such equipment breakdown insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as a loss payee.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other loss payee to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property

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insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under this Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or loss payees thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors and Engineer, and all other individuals or entities identified in the Supplementary Conditions as loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them for:

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

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery

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against Contractor, Subcontractors, or Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

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

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

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

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ARTICLE 6 – CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

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

6.02 *Labor; Working Hours*

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

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

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

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6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

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

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

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

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

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

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

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2. *Substitute Items:*

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

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

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented by the General Requirements, and as Engineer may decide is appropriate under the circumstances.

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

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time,

b) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

c) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

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

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

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

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by a Change Order in the case of a substitute and an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

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

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or

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

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

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

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

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

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

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

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6.07 *Patent Fees and Royalties*

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

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

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

6.09 *Laws and Regulations*

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

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all

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

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

6.10 *Taxes*

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

6.11 *Use of Site and Other Areas*

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

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

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

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor

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shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

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

6.13 *Safety and Protection*

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

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

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

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

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

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

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D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

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

6.16 *Emergencies*

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

6.17 *Shop Drawings and Samples*

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

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1. *Shop Drawings:*

    a. Submit number of copies specified in the General Requirements.

    b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:*

    a. Submit number of Samples specified in the Specifications.

    b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Submittal Procedures:*

1. Before submitting each Shop Drawing or Sample, Contractor shall have:

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

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

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

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

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

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop

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Drawings or Sample submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review:*

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

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures:*

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

6.18 *Continuing the Work*

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

6.19 *Contractor's General Warranty and Guarantee*

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

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

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

2. normal wear and tear under normal usage.

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

1. observations by Engineer;

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

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

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

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

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

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor,

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Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

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

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

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

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

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ARTICLE 7 – OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or through other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

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

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7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's wrongful actions or inactions.

C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

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

8.02 *Replacement of Engineer*

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

8.03 *Furnish Data*

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

8.04 *Pay When Due*

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

8.05 *Lands and Easements; Reports and Tests*

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

8.06 *Insurance*

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

8.07 *Change Orders*

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

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8.08 *Inspections, Tests, and Approvals*

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

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

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

8.11 *Evidence of Financial Arrangements*

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

8.12 *Compliance with Safety Program*

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

ARTICLE 9 – ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

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

9.02 *Visits to Site*

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

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and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

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

9.03 *Project Representative*

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

9.04 *Authorized Variations in Work*

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

9.05 *Rejecting Defective Work*

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

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

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

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

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

9.07 *Determinations for Unit Price Work*

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

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

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

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

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

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

9.09 *Limitations on Engineer's Authority and Responsibilities*

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

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

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to the Resident Project Representative, if any, and assistants, if any.

9.10 *Compliance with Safety Program*

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

ARTICLE 10 – CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

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

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10.03 *Execution of Change Orders*

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

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

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

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

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

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Times shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The

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opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part;

2. approve the Claim; or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

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

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:

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

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Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

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

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

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

5. Supplemental costs including the following:

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

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

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

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

    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

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f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

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

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, express and courier services, and similar petty cash items in connection with the Work.

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

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

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, 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.

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.

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

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances:*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

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

C. *Contingency Allowance:*

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

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

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

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D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

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

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

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

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

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

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c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 12.01.C.2.a and 12.01.C.2.b is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

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

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the

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control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer, and their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

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

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

13.01 *Notice of Defects*

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

13.02 *Access to Work*

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

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

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C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

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13.05 *Owner May Stop the Work*

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

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of written notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

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

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

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute

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resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

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

13.08 *Acceptance of Defective Work*

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

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct, or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and

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equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

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

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

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

14.02 *Progress Payments*

A. *Applications for Payments:*

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

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the

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Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

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

B. *Review of Applications:*

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

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and any other qualifications stated in the recommendation); and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

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

   a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

   b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

   a. to supervise, direct, or control the Work, or

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

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

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

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

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due:*

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

D. *Reduction in Payment:*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

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d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor remedies the reasons for such action.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1 and subject to interest as provided in the Agreement.

14.03 *Contractor's Warranty of Title*

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

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

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

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities

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pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

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

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14.07 *Final Payment*

A. *Application for Payment:*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

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

   a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.6;

   b. consent of the surety, if any, to final payment;

   c. a list of all Claims against Owner that Contractor believes are unsettled; and

   d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

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

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

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

C. *Payment Becomes Due:*

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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:

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1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

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

3. Contractor's repeated disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion);

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere; and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

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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.

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ARTICLE 16 – DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions; or

2. agrees with the other party to submit the Claim to another dispute resolution process; or

3. gives written notice to the other party of the intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 – MISCELLANEOUS

17.01 *Giving Notice*

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

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or

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

17.02 *Computation of Times*

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

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17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

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

17.05 *Controlling Law*

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

17.06 *Headings*

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

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SECTION 4
SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Fire Damage $100,000

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

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

(a) Split Limits:

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

or

(b) Combined Single Limit

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

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

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

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

Add the following section:

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

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

Add the following section:

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

SC-5.05 *Owner’s Liability Insurance*

See SC-5.04(C) above.

SC-5.06 *Property Insurance*

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

Add the following section:

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

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

SC-6.09 (D) Add the following:
D. The contractor agrees to the requirements of RC 153.59, RC 153.591, and RC 153.60.

Add the following section:

SC-6.10(B) Add the following:

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

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

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

SC-6.17 *Shop Drawings and Samples*

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

F. Contractor shall furnish required submittals with sufficient information and accuracy in order to obtain required approval of an item with no more than three (3) submittals. Engineer will record Engineer's time for reviewing subsequent materials of shop drawings, samples, or other items requiring approval and Contractor shall reimburse Owner for Engineer's charges for such time.

G. In the event that Contractor requests a substitution for a previously approved item, Contractor shall reimburse Owner for Engineer's charges for such time unless the need for such substitution is beyond the control of the Contractor.

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

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

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

1. Scheduling and coordinating the work of the Prime Contractors including submission and periodic updating of project schedule.

2. Establishing and administrating the site safety program and procedures for the project.

3. See that permits are applied for and obtained on a timely basis. Advise the Engineer of any problems related to permit approval.

4. Monitoring compliance with Laws and Regulations.

5. Maintain project site for dust, sedimentation, debris, waste, and general site cleanliness.

6. Coordinate location and use of temporary construction facilities including but not limited to sanitary, water, power, telephone, and parking.

7. Coordinate Owner interface for utility tie-ins/shut downs.

8. Monitor shop drawing submittal and coordination of submittal information between Prime Contractors.

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

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

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

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

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

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

Until the job is Substantially Complete, the Contractor will be paid 96% of the estimated value of labor and 100% of the estimated value of material installed and completed in acceptable form. Upon the Owner's agreement that the project is Substantially Complete, the 4% Retainage on labor may be reduced to the value needed to assure completion of the remaining punch list work subject to the recommendation of the Engineer and the approval by the Owner.

Add the following section:

SC-14.02(A) (4)

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

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

10/17

ARTICLE 16 - DISPUTE RESOLUTION AGREEMENT - JUDICIAL SYSTEM

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

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

END OF SECTION

09/25

SECTION 5
SPECIFICATIONS

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

A. Drawings and general provisions of the Contract apply to this section.

1.1 SECTION INCLUDES

A. Contract Description.
B. Work by Project Owner.
C. Project Owner supplied Products.
D. Contractor use of site.
E. Future Work.
F. Work Sequence.
G. Project Owner occupancy.

1.2 CONTRACT DESCRIPTION

A. Contract Type: The Agreement form as delineated within the Contract Forms' section.
B. Assignment: The Contractor shall not assign, transfer, convey or otherwise dispose of the Contract, or its right to execute it, or its right, title or interest in or to it or any part thereof, or assign, any of the monies due or to become due under the Contract, except by written consent of the Owner, and the giving of any such consent to a particular assignment shall not dispense with the necessity of such consent to any further or other assignments. Any such assignment contrary to these provisions shall be null and void and of no effect on the Owner. Any assignment, transfer, or conveyance permitted by the Owner in writing shall not be valid until the actual assignment, transfer or conveyance is filed in the office of the Owner.
C. Termination of Contract: In addition to the rights the Owner may otherwise have, the Owner shall have the right to terminate the Contractor's right to continue the Work on the Contract upon (1) the failure of the Contractor to begin on or within 5 days of the notice to proceed with physical preparation at the Property for the Work; (2) the failure of the Contractor to begin the Work on or within 14 days of the notice to proceed; (3) the failure of the Contractor to cure any unexcused delay in performance within three days after written notice is given if it appears to the Owner that the Work has been so unreasonably delayed as to tend to indicate the likelihood of failure of completion within the time specified; (4) failure to replace any Work, material or equipment not meeting the Contract specifications within three days after receipt of written notice of the Contractor's failure to properly provide conforming Work, material or equipment; (5) failure to complete the Work by the Completion Date with any extensions which may have been granted; (6) any other default not cured by the Contractor on or within ten days of notice, and if the default is of the type that cannot be cured in that time period, then the Contractor

has begun to cure said default and diligently and continuously pursues cure; or (7) if the Contractor shall become insolvent, or shall be adjudged as bankrupt, or shall make any assignment for the benefit of its creditors, or if a receiver of its property shall be appointed. The Owner's right to terminate the Contract shall be without prejudice to any other right or remedy, and the Owner may enter upon the premises and take possession of all materials, tools and appliances thereon, and finish the Work by whatever method it may deem expedient.

D. Delivery of Material: The delivery of any material, equipment, or the performance of any labor hereunder which does not in all respects conform to the Contract, may be rejected and the Contractor shall be notified by the Owner of such rejection and the reason therefore, which notice shall be confirmed in writing. If the Contractor fails to effect immediate replacement of such rejected materials, equipment and labor with material, equipment and labor meeting the requirements of the order and of the Contract, the Owner may purchase material, equipment and hire labor of the character required under the order up to the amount rejected and the Contractor and its surety shall be liable to the Owner for any excess cost and expense occasioned the Owner thereby. The Owner shall have the right to suspend the whole or any part of the Work, when the Contractor is not doing the Work in accordance with the Contract. No extension of time for completion of the Work or claim for damages will be allowed by reason of such suspension.

E. Contractor's Liability for Damages: In the case of such discontinuance of the employment of the Contractor, it shall not be entitled to receive any further payment under the Contract until the Work is wholly completed, at which time, if the unpaid balance of the amount to be paid under the Contract shall exceed the expenses incurred by the Owner in finishing the Work, such excess shall be paid by the Owner to the Contractor, but if such expenses shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. If the right of the Contractor under the Contract is terminated, the Contractor shall only be paid for Work actually performed and material incorporated into the project at the agreed to rate. The Contractor shall remain liable to the Owner for any damages by the Owner regardless of the termination of the right to continue.

F. Rights of the Owner in Case of Nonperformance: If the Contractor shall refuse or neglect to supply a sufficient number of properly skilled Workmen, or materials of the proper quality, or shall fail in any respect to prosecute the Work or any part thereof with promptness and diligence, or fail in the performance of any of its agreements, the Owner may, after 48 hours written notice to the Contractor, provide such labor or materials, and deduct the cost thereof from any monies then due or thereafter to become due to the Contractor under the Contract.

1.3 WORK BY PROJECT OWNER

A. The Project Owner will award a Contract for the Work as described within the Contract Documents, which will commence on the date indicated within the Notice to Proceed.

B. Work under this Contract generally includes but is not limited to the following;

The work consists of performing construction activities on Lashley Road in Mead Township, Belmont County, Ohio (the "Site"), as may be necessary to complete the contracts in accordance with plans and specifications. The proposal sheets and Scope of Work shall define activities required to be performed by the Contractor in accordance with the individual project plans.

The project consist of corrective work where slope failure has occurred. This will all be completed in accordance with construction documents and referenced specifications.

Reference the List of Unit Prices for a description of Work associated with the property. All Work shall be completed within the timeframe stated in the Advertisement for Bids.

Groundwater/Stormwater management is the responsibility of the Contractor and will include:

1. Properly restricting the accumulation of any water within excavated areas; and
2. Containerizing, characterizing (by certified laboratory analytical testing), and disposing of any water that accumulates within excavation areas.

Consistent with the Contract Documents' General Conditions, safety on the Project will be the Contractor's responsibility and a Safety Representative will be assigned to the Project. All on-site personnel involved with these demolition activities will be required to comply with the Contractor's site-specific Health & Safety Plan ("HASP").

There will be no pre-bid meeting held for this Project.

The Owner will retain ten (10) percent of the proposed payment value for Work specified in the Contract Documents that has been completed and approved by the Engineer.

C. Acceptance of Performance: It shall be understood and agreed by the parties hereto that the Owner shall determine if the quality of the Work and the material and equipment furnished under the Contract is satisfactory.

1.4 PROJECT OWNER SUPPLIED PRODUCTS

A. Owner's Responsibilities:
(Reference General Conditions and applicable Supplementary Conditions).

B. Contractor's Responsibilities:
(Reference General Conditions and applicable Supplementary Conditions).

1.5 CONTRACTOR USE OF SITE

A. Access to Property: (As shown on the Drawings and in accordance with the general provisions).

B. Construction Operations: (Limited to the areas as delineated on the Drawings and in accordance with the general provisions).

C. Time Restrictions for Performing Work: N/A.

D. Utility Outages and Shutdown: (All outages and shutdowns shall be coordinated with the Owner).

E. Handling and Protection of Materials: If requested by the Owner, a planned method of moving or placing of materials shall be submitted for approval. This approval shall not relieve the Contractor of responsibility for the safety of the material and personnel. The Contractor shall be responsible for unloading, uncrating and handling all equipment and material to be erected by it, whether furnished by the Contractor or others. Any salvaged material considered usable by the Owner shall be stored and disposed in such a manner as the Owner may direct. Such usable material shall belong to the Owner if it results from material ordered directly by the Owner, and consigned to the Owner, or it is material removed from the existing facilities by the Contractor during the course of its Work. It shall be deemed to belong to the Contractor if it results from equipment or material ordered directly by the Contractor and consigned to the Contractor.

1.6 FUTURE WORK

Not Used.

1.7 WORK SEQUENCE

Reference the Invitation to Bid Document 00020 as well as the Prices to Include Section within 00312 and the Contract Drawings. Also coordinate Work sequence with the Owner prior to commencing wok activities.

1.8 PROJECT OWNER OCCUPANCY

A. The Contractor shall cooperate with Owner to minimize conflict in performing the Work of this Project.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01019

CONTRACT CONSIDERATIONS

PART 1 GENERAL

A. Drawings and general provisions of the Contract apply to this section.

1.1 SECTION INCLUDES

A. Cash allowances
B. Contingency allowance
C. Inspecting and testing allowances
D. Schedule of values
E. Application for payment
F. Change procedures
G. Defect assessment
H. Measurement and payment - Unit prices
I. Alternatives

1.2 RELATED SECTIONS

A. Base Bid Form – Unit Prices
B. Contract Forms
C. General Conditions and Supplemental Conditions
D. Section 01600 – Material and Equipment

1.3 CASH ALLOWANCES

Not Used.

1.4 CONTINGENCY ALLOWANCE

Not Used.

1.5 INSPECTING AND TESTING ALLOWANCES

Not Used.

1.6 SCHEDULE OF VALUES

A. Submit a printed schedule on Contractor's standard form or electronic media printout will be considered.
B. Submit Schedule of Values in duplicate as provided in the Owner - Contractor Agreement.

C. Format: The Schedule of Values must be broken down to the satisfaction of the Owner to effectively monitor and track progress and payment.
D. Include within each line item, a direct proportional amount of Contractor's overhead and profit.
E. Revise schedule to list approved Change Orders, with each Application for Payment.

1.7 APPLICATIONS FOR PAYMENT

A. Submit two copies of each application on the Contractor's Estimate form, which is included within the Contract Forms section of these Contract Documents.
B. Payment Period is as defined within the Owner - Contractor Agreement.
C. Retainage is as defined within the Owner - Contractor Agreement.
D. Include an updated construction progress schedule.

1.8 CHANGE PROCEDURES

A. The Owner will advise of minor changes in the Work not involving an adjustment to Contract Price or Contract Time by issuing supplemental instructions on the Field Order form as included within the Contract Form's section of these Contract Documents.
B. The Owner may issue a Proposal Request, which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications. Contractor will prepare and submit a proposal within seven (7) days of receiving a Proposal Request.
C. The Contractor may propose changes by submitting a request for change to the Engineer describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the Contract Price and Contract Time with full documentation.
D. Engineer may issue a directive signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. This directive will describe changes in the Work, and designate the method of determining any change in Contract Price or Contract Time. The Contractor shall promptly execute the directive.
E. Time and Material Change Order: If directed by the Owner, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract. Engineer will determine the change allowable in Contract Price and Contract Time as provided in the Contract Documents.
F. Maintain detailed records of Work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.
G. Change Order Forms: Utilize the Change Order form, which is included within the Contract Forms section of these Contract Documents.
H. Execution of Change Orders: Owner will issue Change Orders for signatures of parties as provided in the Agreement between the Owner and Contractor.

1.9 DEFECT ASSESSMENT

A. The Contractor shall replace the Work, or portions of the Work, not conforming to specified requirements at the Contractor's expense.
B. If, in the opinion of the Engineer, it is not practical to remove and replace the Work, the Engineer will direct an appropriate remedy or adjust payment.

1.10 MEASUREMENT AND PAYMENT - UNIT PRICES

A. Authority: Measurement methods are delineated within the Prices to include - Section 00312, Base Bid Form.
B. The Contractor shall take measurements and compute quantities. The Engineer will verify the measurements and quantities as calculated by the Contractor and such verified quantities shall serve as the basis for payment pursuant to the Contract Documents. The Contractor shall provide all the necessary assistance as stipulated by the Engineer in verifying and confirming said measurements and quantities.
C. Unit Quantities: Quantities and measurements indicated within the Bid Forms, Attachments and Contract Drawings are for contract estimation purposes only. Actual quantities provided by the Contractor and verified by the Engineer shall determine payment.
D. Payment Includes: Full compensation for all activities and Work described in the Contract Documents, including, but not limited to all required labor, products, tools, equipment, plant and facilities, transportation, services and incidentals, erection, application or installation of an item of Work, including overhead and profit.
E. Unit Price Schedule: Reference Appendix B – List of Unit Prices.

1.11 ALTERNATIVES

Not Used.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01039

COORDINATION AND MEETINGS

PART 1 GENERAL

A. Drawings and general provisions of the Contract apply to this section.

1.1 SECTION INCLUDES

A. Coordination and project conditions.
B. Field engineering.
C. Preconstruction meeting.
D. Site mobilization meeting.
E. Progress meetings.

1.2 RELATED SECTIONS

Not Used.

1.3 COORDINATION AND PROJECT CONDITIONS

A. Coordinate scheduling, submittals, and Work of the various sections of the Contract Documents to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
B. Contractor shall use its best efforts to perform the Work in a manner which shall accommodate, and not interfere with, the activities of other parties performing Work at the Property.

1.4 FIELD ENGINEERING

A. Contractor shall employ a Land Surveyor registered in the State of Ohio and acceptable to Engineer.
B. Contractor shall locate and protect survey control and reference points as originally depicted within the Contract Drawings.
C. Control datum for survey is that shown on the Contract Drawings.
D. The Contractor shall verify set-backs and easements; confirm drawing dimensions and elevations.
E. The Contractor shall provide field engineering services and establish elevations, lines, and levels, utilizing recognized survey practices.
F. The Contractor shall submit a copy of the applicable drawings signed by the Land Surveyor stating that the elevations and locations of the Work are in conformance with the Contract Documents.

1.5 PRECONSTRUCTION MEETING

No preconstruction meeting is planned.

1.6 SITE MOBILIZATION MEETING

Not Used.

1.7 PROGRESS MEETINGS

A. Owner will schedule and administer meetings throughout progress of the Work.
B. Owner will make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.
C. Attendance Required: Engineer, Contractor and Owner and others as appropriate to agenda topics for each meeting.
D. Agenda:

1. Review minutes of previous meetings.
2. Review of prior month's Work progress.
3. Review of projected month's Work progress.
4. Compare progress to published schedule and discuss corrective measures if any to regain lost time.
5. Review of submittals schedule and status of submittals.
6. Review change order log and discuss other proposed changes and their effect on the progress schedule.
7. Identification of problems which may impede planned progress.

E. Owner will prepare meeting minutes and distribute copies within seven (7) working days after the meeting to all participants.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 GENERAL

A. Drawings and general provisions of the Contract apply to this section.

1.1 SECTION INCLUDES

A. Submittal procedures.
B. Construction progress schedules.
C. Proposed Products list.
D. Product Data.
E. Shop Drawings.
F. Samples.
G. Design data.
H. Test reports.
I. Certificates.
J. Manufacturer's instructions.
K. Manufacturer's field reports.
L. Erection drawings.
M. Construction photographs.

1.2 RELATED SECTIONS

A. Section 01400 - Quality Control: Manufacturers' field services and reports.
B. Section 01700 - Contract Closeout: Contract warranties, bonds, manufacturers' certificates, and any other closeout submittals.

1.3 REFERENCES

Not Used.

1.4 SUBMITTAL PROCEDURES

A. Include a transmittal cover letter with each submittal. Do not group submittals within one cover letter: a separate cover letter shall be included for each submittal.
B. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate.
D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.

E. Schedule submittals to expedite the Project, and deliver said submittals to Engineer. Coordinate submission of related items.
F. For each submittal for review, allow seven (7) working days excluding delivery time to and from the Contractor.
G. Identify variations from Contract Documents and Product or system limitations, which may be detrimental to successful performance of the completed Work.
H. Provide space for Contractor and Owner review stamps.
I. When revised for resubmission, identify all changes made since previous submission.
J. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
K. Submittals not requested will not be recognized or processed.

1.5 CONSTRUCTION PROGRESS SCHEDULES

A. Submit initial schedule in duplicate within five (5) days after the Effective Date of Owner -Contractor Agreement.
B. Revise and resubmit as required.
C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
D. Submit a horizontal bar chart with separate line for each major portion of Work or operation, identifying first work day of each week.
E. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
F. Indicate estimated percentage of completion for each item of Work at each submission.
G. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by Engineer and required by Allowances.

1.6 PROPOSED PRODUCTS LIST

A. With your Bid Package submit list of major equipment and/or products proposed for use, with name of manufacturer, trade name, and model number of each product.
B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.7 PRODUCT DATA

A. Product Data For Review:

1. Submitted to Owner for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

2. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.

B. Product Data For Information:

1. Submitted for the Owner.

C. Product Data For Project Close-out:

1. Submitted for the Owner’s benefit during and after Project completion.

D. Submit the number of copies, which the Contractor requires, plus three copies, which will be retained by the Owner.

E. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.

F. Indicate Product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

G. After review distribute in accordance with the Submittal Procedures article above and provide copies for record documents described in Section 01700 - CONTRACT CLOSEOUT.

1.8 SHOP DRAWINGS

A. Shop Drawings for Review:

1. Submitted to Owner for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
2. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.

B. Shop Drawings for Information:

1. Submitted for the Owner.

C. Shop Drawings for Project Close-out:

1. Submitted for the Owner’s benefit during and after Project completion.

D. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

E. Submit in the form of one reproducible copy and three standard copies, which will be retained by Engineer.

1.9 SAMPLES

A. Samples for Review:

1. Submitted to Owner for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
2. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article above and for record documents purposes described in Section 01700 - CONTRACT CLOSEOUT.

B. Samples for Information:

1. Submitted for the Owner.

C. Samples for Selection:

1. N/A

1.10 DESIGN DATA

A. The Contractor shall submit for the Owner.
B. The Contractor shall submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the Contract Documents.

1.11 TEST REPORTS

A. The Contractor shall submit for the Owner.
B. The Contractor shall submit test reports for information for the limited purpose of assessing conformance with information given and the design concept expressed in the Contract Documents.

1.12 CERTIFICATES

A. When specified in individual specification sections, submit certification by the manufacturer, installation/application subcontractor, or the Contractor to Engineer, in quantities specified for Product Data.
B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Engineer.

1.13 MANUFACTURER'S INSTRUCTIONS

A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Engineer for delivery to Engineer in quantities specified for Product Data.
B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
C. Refer to Section 01400 - Quality Control, Manufacturers' Field Services article.

1.14 MANUFACTURER'S FIELD REPORTS

A. The Contractor shall submit reports for the Owner.
B. The Contractor shall submit report in duplicate within 10 days of observation to Owner for information.
C. The Contractor shall submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the Contract Documents.

1.15 ERECTION DRAWINGS

A. The Contractor shall submit drawings for the Owner.
B. The Contractor shall submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the Contract Documents.
C. Data indicating inappropriate or unacceptable Work may be subject to action by the Owner.

1.16 CONSTRUCTION PHOTOGRAPHS

Not Used.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01400

QUALITY CONTROL

PART 1 GENERAL

A. Drawings and general provisions of the Contract apply to this section.

1.1 SECTION INCLUDES

A. Quality assurance - control of installation.
B. Tolerances
C. References and standards.
D. Mock-up.
E. Inspecting and testing laboratory services.
F. Manufacturers' field services.

1.2 RELATED SECTIONS

Not Used.

1.3 QUALITY ASSURANCE - CONTROL OF INSTALLATION

The Contractor shall perform all of the following activities:

A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
B. Comply with manufacturers' instructions, including each step in sequence.
C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
E. Perform Work by persons qualified to produce required and specified quality.
F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
G. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.4 TOLERANCES

The Contractor shall perform all of the following activities:

A. Monitor fabrication and installation tolerance control of Products to produce acceptable Work. Do not permit tolerances to accumulate.

B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
C. Adjust Products to appropriate dimensions; position before securing Products in place.

1.5 REFERENCES AND STANDARDS

A. For Products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
B. Conform to reference standard by date of issue current on date of Contract Documents, except where a specific date is established by code.
C. Obtain copies of standards where required by product specification sections.
D. Neither the contractual relationships, duties, nor responsibilities of the parties in Contract nor those of the Engineer shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.6 MOCK-UP

Not Used.

1.7 INSPECTION SERVICES

A. Owner will appoint, employ, and pay for specified services of an independent firm to perform inspection.
B. The independent firm will perform inspections and other services specified in individual specification sections and as required by the Owner, Engineer and any Authority Having Jurisdiction over the Work.
C. Inspecting may occur on or off the project site. Perform off-site inspecting as required by the Owner.
D. Reports will be submitted by the independent firm to the Engineer indicating inspection observations and indicating compliance or non-compliance with Contract Documents.
E. Cooperate with independent firm; furnish safe access and assistance by incidental labor as requested.
    1. Notify Owner and independent firm 48 hours prior to expected time for operations requiring services.
F. Inspecting does not relieve Contractor of Contractor’s obligation to perform the Work in accordance with the requirements of the Contract Documents.

1.8 MANUFACTURERS' FIELD SERVICES

Not Used.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.
C. Examine and verify specific conditions described in individual specification sections.
D. Verify that utility services are available, of the correct characteristics, and in the correct locations.

3.2 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.
B. Seal cracks or openings of substrate prior to applying next material or substance.
C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

A. Drawings and general provisions of the Contract apply to this section. The Contractor shall perform and maintain all of the services and activities described herein.

1.1 SECTION INCLUDES

A. Temporary Utilities: Electricity, lighting, heat, ventilation, telephone service, water, and sanitary facilities are to be paid, provided and maintained by the Contractor.
B. Temporary Controls: Barriers, enclosures and fencing, protection of the Work, and water control.
C. Construction Facilities: Access roads, parking, progress cleaning, project signage, and temporary buildings.

1.2 RELATED SECTIONS

A. Section 01700 - Contract Closeout: Final cleaning.

1.3 TEMPORARY ELECTRICITY

Not used

1.4 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

A. Provide and maintain lighting for construction operations.
B. Provide and maintain lighting to exterior staging and storage areas after dark for security purposes.
C Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
D. Maintain lighting and provide routine repairs.

1.5 TEMPORARY HEATING

Not used

1.6 TEMPORARY COOLING

Not used

1.7 TEMPORARY VENTILATION

Not used

1.8 TELEPHONE SERVICE

A. Provide and maintain telephone service to the field office at time of project mobilization.

1.9 FACSIMILE SERVICE

A. Provide and maintain facsimile service and a dedicated telephone line to field office at time of project mobilization.

1.10 TEMPORARY WATER SERVICE

Not used.

1.11 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures. Existing facility use is not permitted. Provide at time of project mobilization.

1.12 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas, and to protect existing facilities and adjacent properties from damage from construction operations.
B. Provide protection for plants designated to remain. Replace damaged plants.
C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.13 FENCING

Not Used.

1.14 WATER CONTROL

A. Grade site to drain. Maintain excavations free of water and take all precautions necessary to limit the accumulation of water contact with potentially impacted material during remedial excavation and relocation/disposal activities. Provide, operate, and maintain pumping equipment.
B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

1.15 EXTERIOR ENCLOSURES

Not used

1.16 INTERIOR ENCLOSURES

Not Used.

1.17 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.

1.18 SECURITY

A. Provide security and facilities to protect Work, all equipment, and existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.
B. Coordinate with Owner's security program, if applicable and as relevant.

1.19 ACCESS ROADS

Not used

1.20 PARKING

A. Coordinate temporary parking areas with the Owner to accommodate construction personnel.
B. When site space is not adequate, provide additional off-site parking.

1.21 PROGRESS CLEANING AND WASTE REMOVAL

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition at all times during the performance of the Work.
B. Collect and remove waste materials, debris, and rubbish from site weekly and appropriately dispose off-site.

1.22 PROJECT IDENTIFICATION

Not Used.

1.23 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities, materials, prior to Final Application for Payment inspection.

B. Remove underground installations to a minimum depth of 2 feet.
C. Clean and repair damage caused by installation or use of temporary work.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01568

POLLUTION CONTROL

PART 1 GENERAL

A. Drawings and general provisions of the Contract apply to this section.

1.1 SCOPE

A. The Contractor shall furnish all labor, supervision, materials, permits, tools, equipment, incidentals and services necessary to prevent the release of any Hazardous Substances, pollutants, contaminants, or other hazardous materials, as defined in the Contract Documents, resulting from his operations, as necessary to comply with all federal, state and local laws, rules, regulations and ordinances, and the requirements of all Contract Documents.

1.2 RELATED SECTIONS

A. Section 01019 – Contract Consideration
B. Section 01300 – Submittals
C. Section 01400 – Quality Control

1.3 REFERENCES

Not Used.

1.4 DEFINITION

Not Used.

1.5 SUBMITTALS

Not Used.

PART 2 PRODUCTS

2.1 DUST PALLIATIVES

A. Dust Palliatives shall be used by the Contractor.
B. All temporary and/or permanent natural or synthetic erosion control materials shall be of the type and size which are consistent with manufacturer's recommendations for its intended use.

PART 3 EXECUTION

3.1 GENERAL

A. Each Contractor shall comply with all federal, state and local requirements as they pertain to pollution control.

B. Each Contractor shall accept full and exclusive responsibility for all fines, damages, costs and liability, including but not limited to attorney's fees, resulting from failure to provide the required pollution control.

C. At the Engineers request, each Contractor shall implement additional pollution control measures. Such measures shall be at the Contractor's expense. The failure of the Engineer to request the implementation of additional measures shall in no way reduce or relieve the Contractor's responsibility for providing the required pollution controls.

D. If proper pollution controls are not being provided by each Contractor, all Work, except cleanup operations and the implementation of pollution controls, may be stopped by the Owner at the Contractor's expense, until the Contractor has complied with the Contract requirements to the satisfaction of the Owner.

3.2 DUST CONTROL

A. Each Contractor shall conduct his operations and maintain areas of his activities, to minimize the creation and dispersion of dust.

B. At a minimum, each Contractor shall implement the following methods as necessary to control dust.

1. At any given time, limit the area from which existing vegetation is removed.
2. Keep access roads, clean of mud and debris.
3. Apply water only to haul roads, access roads and exposed earth.
4. Tarp all vehicles which are transporting potentially dust generating materials or residue.
5. Immediately remove dry waste and rubbish. If such is impractical, cover the material or use other measures to prevent blowing of dust.

3.3 EROSION AND SEDIMENTATION CONTROL

A. Each Contractor shall install permanent and temporary erosion control features as necessary to assure effective and continuous erosion control throughout the construction and post-construction period.

B. Each Contractor shall construct and maintain filters, sedimentation traps, or stilling basins with overflows, as necessary to ensure that water containing suspended material from any part of the Contractor's operations shall be clarified before discharging to drains or streams or any location offsite. All water discharged from the site shall be done in accordance with all applicable federal, state and local laws, rules, regulations and ordinances. In no event shall water that comes in contact with potentially impacted soil and groundwater or Hazardous Substances,

pollutants or contaminants be allowed to discharge to drains or streams.

C. Temporary controls may be required for construction which is conducted outside the limits of the site, such as at borrow sources, along haul roads, or in other locations where Work is being performed.

D. Permanent erosion and sedimentation controls include the establishment of permanent vegetation and the installation of all permanent channels, ditches (including linings) and sediment basins.

E. Temporary erosion and sedimentation controls include, but are not limited to, limiting the surface area of erodible earth, providing temporary vegetation, and using straw, site and sediment fence, dikes, slope protection, sediment pits, mulches, or other controls.

F. The Contractor shall incorporate all permanent erosion control features into the project at the earliest possible time.

G. Except where future construction operations will damage slopes, the Contractor shall perform the temporary seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available.

H. Temporary and permanent erosion control features shall be checked after each measurable rainfall and re-established as necessary.

I. Temporary erosion control features shall be maintained to the satisfaction of the Engineer, and shall be removed or replaced when directed by the Engineer or Owner.

3.4 CONTROL OF NOISE

A. The Contractor shall eliminate noise to as great an extent as possible, at all times. Air compressors shall be equipped with silencers and the exhaust of all gasoline motors and other power equipment shall be provided with mufflers.

3.5 SMOKE PREVENTION

A. Strict compliance with all applicable federal, state and local laws, rules, regulations and ordinances regulating the production and emission of smoke is required.

3.6 SANITARY REGULATIONS

A. The Contractor shall obey and enforce all sanitary regulations and orders; shall take precautions against infectious diseases and the spread of same; and shall maintain sanitary conditions around all temporary sanitary facilities, tool and supply houses, and other parts of the Work.

END OF SECTION

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 GENERAL

A. Drawings and general provisions of the Contract apply to this section.

1.1 SECTION INCLUDES

A. Products.
B. Transportation and handling.
C. Storage and protection.
D. Product options.
E. Substitutions.

1.2 RELATED SECTIONS

A. Section 01400 - Quality Control. The Contractor shall provide all materials and equipment, and perform all services and activities required in this Section.

1.3 PRODUCTS

A. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
B. Provide interchangeable components of the same manufacture for components being replaced.

1.4 TRANSPORTATION AND HANDLING

A. Transport and handle Products in accordance with manufacturer's instructions.
B. Promptly inspect shipments to ensure that Products comply with requirements, quantities are correct, and Products are undamaged.
C. Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

1.5 STORAGE AND PROTECTION

A. Store and protect Products in accordance with manufacturer’s instructions.
B. Store with seals and labels intact and legible.
C. Store sensitive Products in weather tight, climate controlled, enclosures in an environment favorable to Product.
D. For exterior storage of fabricated Products, place on sloped supports above ground.
E. Provide bonded off-site storage and protection when site does not permit on-site storage or protection.

F. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of Products.
G. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
H. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
I. Arrange storage of Products to permit access for inspection. Periodically inspect to verify Products are undamaged and are maintained in acceptable condition.

1.6 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 in accordance with the following article.

1.7 SUBSTITUTIONS

A. General Conditions specify requirements for submitting requests for Substitutions during the construction period.
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 Bidder and/or 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 Client.
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.

E. 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.

F. Substitution Submittal Procedure:

1. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
2. Submit shop drawings, product data, and certified test results attesting to the proposed Product equivalence. Burden of proof is on proposer.
3. The Owner will notify Contractor in writing of decision to accept or reject request.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

PART 1 GENERAL

A. Drawings and general provisions of the Contract apply to this section.

1.1 SECTION INCLUDES

A. Closeout procedures.
B. Final cleaning.
C. Adjusting.
D. Project record documents.
E. Operation and maintenance data.
F. Spare parts and maintenance Products.
G. Warranties and bonds.
H. Maintenance service.

1.2 RELATED SECTIONS

A. Section 01500 - Construction Facilities and Temporary Controls. The Contractor shall perform all services and activities required in this Section.

1.3 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 review.
B. Provide submittals to Owner that are required by governing or other authorities.
C. Submit final Application for Payment identifying total adjusted Contract Price, previous payments, and sum remaining due.

1.4 FINAL CLEANING

A. Execute final cleaning prior to final project assessment.
B. Clean site; sweep paved areas, rake clean landscaped surfaces.
C. Remove all waste and surplus materials, rubbish, debris, and construction facilities from the site.

1.5 ADJUSTING

A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

1.6 PROJECT RECORD DOCUMENTS

A. Maintain on-site one set of the following record documents; record actual revisions to the Work:

1. Drawings.
2. Specifications.
3. Addenda.
4. Change Orders and other modifications to the Contract.
5. Reviewed Shop Drawings, Product Data, and Samples.
6. Manufacturer's instruction for assembly, installation, and adjusting.

B. Ensure entries are complete and accurate, enabling future reference by Engineer.

C. Store record documents separate from documents used for construction.

D. Record information concurrent with construction progress.

E. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:

1. Manufacturer's name and product model and number.
2. Product substitutions or alternates utilized.
3. Changes made by Addenda and modifications.

F. Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:

1. Measured depths of foundations in relation to finish first floor datum.
2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
4. Measured horizontal and vertical locations of all Work items.
5. Field changes of dimension and detail.
6. Details not on original Contract drawings.

G. Submit documents to Engineer with claim for final Application for Payment.

1.7 OPERATION AND MAINTENANCE DATA

Not Used.

1.8 SPARE PARTS AND MAINTENANCE PRODUCTS

Not Used.

1.9 WARRANTIES AND BONDS

Reference Contract Documents.

1.10 MAINTENANCE SERVICE

Not Used.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 6
STANDARD SPECIFICATIONS

STANDARD SPECIFICATIONS

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

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

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

SECTION 7
SPECIFIC PROJECT REQUIREMENTS

SPECIFIC PROJECT REQUIREMENTS

1 - CONTACT DURING BIDDING

1.1 All questions during bidding should be addressed to Chris Goddard at Verdantas, LLC at 740-217-2429.

2 - PROJECT COMPLETION

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

3 - INSURANCE

3.1 Section SC-5.04(D) of the Supplementary Conditions shall be deleted and no "all risk builders risk" or "installation floater" insurance need be purchased by the Contractor.

3.2 See the following Bid Set Sections for Insurance Requirements:

A. Section 1, Instructions to Bidders, Part 10 Insurance
B. Section 3, General Conditions, Article 5 Bonds and Insurance (EJCDC) or Article 11 Insurance and Bonds (AIA), whichever is used in the Bid Set
C. Section 4, Supplemental Conditions

4 - WORKING HOURS

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

5 - PERIODIC PAYMENTS

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

6 - GEOTECHNICAL REPORT

6.1 A geotechnical report dated July 22, 2026 by Geo-Technology Associates, Inc. (lab) was relied upon by the Engineer in the preparation of drawings and specifications. Copies of the Geotechnical Data Package, 19 pages, are provided for your use per Article 4 of the EJCDC General Conditions.

7 – OPINION OF PROBABLE CONSTRUCTION COST

7.1 The Opinion of Probable Construction Cost is $334,000.00.

SECTION 8
PREVAILING WAGE RATES

PREVAILING WAGES

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

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

Prevailing Wage Orientation Meeting

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

Prevailing Wage No Work Performed Report

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

Prevailing Wage Determination Cover Letter

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

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

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

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

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

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

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

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

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

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

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

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

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

PREVAILING WAGE THRESHOLD LEVELS
IMPORTANT NOTICE

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

"New" construction threshold for Building Construction:	**$250,000**

"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" threshold level for Building Construction:	**$75,000**

As of January 1, 2026:

"New" construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction threshold level has been adjusted to:	**$101,201**

"Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting" that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction threshold level has been adjusted to:	**$30,320**

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

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

Department of Commerce

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Prevailing Wage Contractor Responsibilities



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

Collapse All Sections

General Information

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

painting.

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

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

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

Penalties for violation

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

Intentional Violations

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

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

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

Responsibilities

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Employees' work classification.

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

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

3. Hours worked on the project for each employee.

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

4. Hourly rate for each employee.

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

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

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

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

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

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

7. Total deductions from employee's wages.

8. Net amount paid.

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

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

INSTRUCTIONS FOR PREPARING CERTIFIED PAYROLL REPORTS

General:

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

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

Certified Payroll Heading:

Employer name and address: Company's full name and address…Indicate if the company is a subcontractor.
Subcontractor: Check and list the name of the General Contractor or Prime.
Project: Name and location of the project, including county.
Contracting Public Authority: Name and address of the contracting public authority… (Owner of the project).
Week Ending: Month, day, and year for last day of reporting period.
Payroll #: Indicates first, second, third, etc. payroll filed by the company for the project.
Page indicator: number of pages included in the report.
Project Number: Determined by the public authority…If there is no number leave blank.

Payroll Information by column:

1. Employee Name, Address and Social Security number: This information must be provided for all employees that perform physical labor on the project. The Social Security number is required; the last four digits may be permitted by the public authority. Corporate officers, partners, and salaried employees are considered employees and must be paid the prevailing rate. Individual sole proprietors do not have to pay themselves prevailing rate but must report their hours on the project.

2. Work Class: List classification of work performed by employee. If unsure of work classification, consult the Ohio Department of Commerce-Division of Industrial Compliance & Labor-Bureau of Wage and Hour Administration. Employees working more than one classification should have separate line entries for each classification. Indicate what year/level for Apprentices. Be specific when using laborer and operator classifications; for example, Backhoe Operator or Asphalt Laborer or by "Group".

3. Hours Worked, Day & Date: In the first row of column 3, enter days of the company's pay period for example; M T W TH F S S. The second row is for the date that corresponds with each day for the pay period. In the employee information section, enter the number of hours worked on the prevailing wage project and which day the hours were worked. Separate rows are labeled for (ST) straight time hours and (OT) overtime hours. All hours worked after 40, must be paid at the appropriate overtime rate.

4. Project Total Hours: Total the hours entered for pay period.

5. Base Rate: Enter actual rate per hour paid to the employee. The overtime hourly rate is time and one-half the base rate listed in the prevailing wage schedule plus fringe benefits at straight time rate. The prevailing wage schedule lists the base rate plus fringe benefit amounts. These amounts added together equal the total prevailing wage rate. Employers must pay this total amount in one of three ways.

1) Total rate may be paid in entirety in the base rate to the employee; in which case, the cash designation will be checked for fringe benefits.
2) Total rate may be paid as listed in prevailing wage rate schedule with total fringe amounts paid approved plans.
3) Total rate may be paid with a combination of base rate and fringe payments to approved plans in amounts other than those listed in schedule.

6. Project Gross: Enter total gross wages earned on the project for straight time and overtime. Project hours "X" base rate should equal project gross.

7. Fringes: If fringe benefits are paid in the hourly base rate, indicate this by marking the **Cash** space. If fringe benefits are paid to approved plans as listed in the prevailing wage rate schedule, mark the space **Approved Plans**. If fringe benefits are paid partially in the base rate and partially to approved plans, mark the space **Cash & Approved Plans**. List the hourly amount paid to approved plans for each fringe. If payments are not made on a per hour basis, ***calculate the hourly fringe credit by dividing the yearly employer contribution by*** the lesser of: hours actually worked in the year (these must be documented) or ***2080***. Fringe benefits include**: Employer's share** of health insurance, life insurance, retirement plan, bonus/profit sharing, sick pay, holiday pay, personal leave, vacation, and education/training programs. If unsure of a possible fringe benefit, contact the Ohio Department of Commerce-Division of Industrial Compliance & Labor-Bureau of Wage and Hour Administration.

8. Total Hours All Jobs: Total all hours worked during the pay period including non-prevailing wage jobs.

9. Total Gross All Jobs: Gross amount earned in the pay period for all hours worked.

10. Self-explanatory.

11. Self-explanatory.

Certified Payroll Report

Report for:

Company:[1)] _____

Address: _____

City, State, Zip _____

Phone No: _____

☐ Check if Subcontractor[1)]

If Sub, GC/Prime Contractor Name: _____

Public Authority (Owner): _____

Contract No: _____

Project Name & Location: _____

Payroll No: _____

Week Ending: _____

Sheet:[2)] _____ of _____

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

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

Type or Print Name and Title _____ Signature _____ Date _____

11/14 jc

[2)]Attach additional sheets as necessary. [3)]Type in continuous line, text will wrap.

Prevailing Wage Notification to Employee

4115.05: …the contractor or subcontractor shall furnish each employee **NOT covered by a collective bargaining agreement** written notification of the job classification to which the employee is assigned, the prevailing wage determined to be applicable to that classification, separated into the hourly rate of pay and the fringe payments, and the identity of the prevailing wage coordinator appointed by the public authority. The contractor or subcontractor shall furnish the same notification to each affected employee every time the job classification of the employee is changed.

Project Name:	Project Number:
Contractor:	
Project Location:	

Prevailing Wage Coordinator	Employee
Public Authority:	Name:
Name of PWC:	Street:
Street:	City:
City:	State/Zip:
State:	Phone Number:
Zip:	Email:
Phone:	Last 4 Digits of SS#:

You will be performing work on this project that falls under these classifications. You will be paid the appropriate rate for the type of work you are performing.

Classification:	Prevailing Wage Rate Total Package:	Minus your fringe benefits*:	Your hourly base rate and overtime:
			/
			/
			/
			/
			/
			/

Hourly fringe benefits paid on your behalf by this company (Yearly amount the **company pays** divided by 2080):

Fringe	Amount	Fringe	Amount
Health Insurance		Vacation	
Life Pension		Holiday	
Pension		Sick Pay	
Other (Specify):		Training	
Other (Specify):		Total Hourly Fringes *	

Contractor's Signature:	Date:
Employee's Signature:	Date:

Certified payroll Report for Non-Performing Week Date

Contractor:

Subcontractor:

For week beginning on:

For week ending on:

Payroll Number:

Project Number:

Project location:

CERTIFICATION FOR NON-PERFORMING WEEK

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

Signature

Name, Title, phone number, email address

Select a County: Belmont DOWNLOAD (PDF)

Union ↑	Classification	Wage Rate Type	Effective Date	Posted Date	
Asbestos Local 2 Heat & Frost Insulators	Asbestos Worker	Commercial	08/01/2026	07/29/2026	View
Boilermaker Local 667	Boilermaker	Commercial	05/07/2025	05/07/2025	View
Bricklayer Local 23 (Bellaire Industrial)	Bricklayer	Commercial	07/01/2024	06/26/2024	View
Bricklayer Local 23 (Bellaire Refractory)	Bricklayer	Commercial	09/17/2025	09/17/2025	View
Bricklayer Local 23 (Bellaire)	Bricklayer	Commercial	08/01/2026	07/29/2026	View
Bricklayer Local 23 (Youngstown Zone 2 Tile Setters & Finishers)	Bricklayer	Commercial	06/10/2026	06/10/2026	View
Bricklayer Local 23 Heavy Hwy (A)	Bricklayer	Commercial	06/10/2026	06/10/2026	View
Bricklayer Local 23 Heavy Hwy (B)	Bricklayer	Commercial	06/10/2026	06/10/2026	View
Carpenter Commercial Zone NEO 2	Carpenter	Commercial	06/24/2026	06/24/2026	View
Carpenter Floorlayer Zone NEO 2	Carpenter	Commercial	07/01/2026	07/01/2026	View
Carpenter Hev Hwy Zone NHH C2-B	Carpenter	Commercial	07/01/2026	07/01/2026	View
Carpenter Insulation Zone NEO 2	Carpenter	Commercial	07/15/2026	07/15/2026	View
Carpenter Millwright NE Zone M2	Carpenter	Commercial	07/01/2026	07/01/2026	View
Carpenter Pile Driver Hev Hwy Zone NHH P2-C	Carpenter	Commercial	07/01/2026	07/01/2026	View
Cement Mason & Plasterer Local 926	Cement Mason & Plasterer	Commercial	05/13/2025	05/13/2025	View
Cement Mason Local 926 Hev Hwy	Cement Mason	Commercial	05/01/2026	04/29/2026	View
Electrical Local 141 Industrial	Electrical	Commercial	06/01/2026	05/27/2026	View
Electrical Local 141 Inside Light Industrial	Electrical	Commercial	06/01/2026	05/27/2026	View
Electrical Local 141 Voice Data Video	Electrical	Commercial	06/01/2026	05/27/2026	View

Union ↑	Classification	Wage Rate Type	Effective Date	Posted Date	
Electrical Local 71 High Tension Pipe Type Cable	Electrical	Commercial	01/07/2026	01/07/2026	View
Electrical Local 71 Outside (North Central Ohio)	Electrical	Commercial	06/04/2025	06/04/2025	View
Electrical Local 71 Outside Utility Power	Electrical	Commercial	01/07/2026	01/07/2026	View
Electrical Local 71 Underground Residential Distribution	Electrical	Commercial	01/07/2026	01/07/2026	View
Electrical Local 71 Voice Data Video Outside	Electrical	Commercial	03/06/2024	03/06/2024	View
Elevator Local 6	Elevator	Commercial	05/13/2025	05/13/2025	View
Glazier Local 1195 Zone A and B	Glazier	Commercial	12/10/2025	12/10/2025	View
Ironworker Local 549	Ironworker	Commercial	02/04/2026	02/04/2026	View
Labor HevHwy 3	Laborer	Commercial	05/01/2026	04/29/2026	View
Labor Local 1149	Laborer	Commercial	12/20/2023	12/20/2023	View
Operating Engineers - Building Local 18 - Zone III	Operating Engineer	Commercial	05/01/2026	04/29/2026	View
Operating Engineers - HevHwy Zone II	Operating Engineer	Commercial	05/01/2026	04/29/2026	View
Painter Local 438 Bridge Painter	Painter	Commercial	12/03/2025	12/03/2025	View
Painter Local 438 Commercial & Industrial	Painter	Commercial	12/03/2025	12/03/2025	View
Painter Local 639 Sign and Display	Painter	Commercial	06/18/2025	06/18/2025	View
Plumber Pipefitter Local 83 Building Trades	Plumber Pipefitter	Commercial	07/29/2026	07/29/2026	View
Plumber Pipefitter Local 83 Commercial	Plumber Pipefitter	Commercial	07/29/2026	07/29/2026	View
Roofer Local 188	Roofer	Commercial	02/15/2023	02/15/2023	View
Sheet Metal Local 33 (Wheeling)	Sheet Metal Worker	Commercial	09/10/2025	09/10/2025	View
Sprinkler Fitter Local 669	Sprinkler Fitter	Commercial	08/06/2025	08/06/2025	View
Truck Driver Locals 20,40,92,100,175,284,348,377,637,697,908,957 - Bldg & HevHwy Class 1	Truck Driver	Commercial	05/01/2026	04/29/2026	View
Truck Driver Locals 20,40,92,100,175,284,348,377,637,697,908,957 - Bldg & HevHwy Class 2	Truck Driver	Commercial	05/01/2026	04/29/2026	View

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Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Asbestos Local 2 Heat & Frost Insulators	LCN01-2025ib	Asbestos Worker	08/06/2025	08/06/2025

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	**BHR**											
Asbestos Insulation Worker	$45.10		$12.16	$10.66	$1.28	$0.00	$6.13	$0.00	$0.00	$0.00	$75.33	$97.88
Apprentice	**Percent**	**BHR**										
1st Year	50.000000	$22.55	$12.16	$0.00	$1.28	$0.00	$6.13	$0.00	$0.00	$0.00	$42.12	$53.40
2nd Year	70.000000	$31.57	$12.16	$2.67	$1.28	$0.00	$6.13	$0.00	$0.00	$0.00	$53.81	$69.59
3rd Year	80.000000	$36.08	$12.16	$8.00	$1.28	$0.00	$6.13	$0.00	$0.00	$0.00	$63.65	$81.69
4th Year	90.000000	$40.59	$12.16	$10.66	$1.28	$0.00	$6.13	$0.00	$0.00	$0.00	$70.82	$91.12

Special Calculation Note

Ratio

4 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note)

Belmont, Jefferson, Monroe

Special Jurisdictional Note

Details

Work but not limited to: Preparation, demolition, fabrication, alteration, application, erection, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintenance, encapsulation, and removal finishing and/or waterproofing of cold or hot thermal insulation. On mechanical systems to be re-insulated for thermal purposes in voids, or abatement purposes to create voids, or on either piping, fittings, valves, boilers, ducts, flues, tanks, vats, equipment, or on any hot or cold surfaces for the purpose of thermal control.

Asbestos Hazardous Removal work but not limited to: Toxic waste clean-up. Removal of hazardous waste materials. Hazardous Removal Handlers shall not be allowed to insulate or reapply insulating material.

An Official State of Ohio site. Here's how you know

Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Boilermaker Local 667	LCN01-2025ib	Boilermaker	05/07/2025	05/07/2025

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	**BHR**											
Boilermaker	$47.13		$7.07	$14.01	$1.44	$0.00	$6.50	$0.25	$0.00	$0.00	$76.40	$99.97
Apprentice	**Percent**	**BHR**										
1st 6 months	70.000000	$32.99	$7.07	$11.92	$1.44	$0.00	$4.55	$0.25	$0.00	$0.00	$58.22	$74.72
2nd 6 months	75.000000	$35.35	$7.07	$11.92	$1.44	$0.00	$4.88	$0.25	$0.00	$0.00	$60.91	$78.58
3rd 6 months	80.000000	$37.70	$7.07	$11.92	$1.44	$0.00	$5.20	$0.25	$0.00	$0.00	$63.58	$82.44
4th 6 months	85.000000	$40.06	$7.07	$11.92	$1.44	$0.00	$5.53	$0.25	$0.00	$0.00	$66.27	$86.30
5th 6 months	87.500000	$41.24	$7.07	$14.01	$1.44	$0.00	$5.69	$0.25	$0.00	$0.00	$69.70	$90.32
6th 6 months	90.000000	$42.42	$7.07	$14.01	$1.44	$0.00	$5.85	$0.25	$0.00	$0.00	$71.04	$92.25
7th 6 months	92.500000	$43.60	$7.07	$14.01	$1.44	$0.00	$6.01	$0.25	$0.00	$0.00	$72.38	$94.17
8th 6 months	95.000000	$44.77	$7.07	$14.01	$1.44	$0.00	$6.18	$0.25	$0.00	$0.00	$73.72	$96.11

Special Calculation Note

Other: Supplemental Retirement Account

Ratio

4 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note)

Belmont, Monroe, Washington

Special Jurisdictional Note

Details

An Official State of Ohio site. Here's how you know

Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Bricklayer Local 23 (Bellaire Industrial)	LCN01-2024ib	Bricklayer	07/01/2024	06/26/2024

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	**BHR**											
Bricklayer	$32.52		$9.88	$10.73	$0.83	$0.00	$5.03	$0.00	$0.00	$0.00	$58.99	$75.25
Block Stone and Cement Mason	$32.52		$9.88	$10.73	$0.83	$0.00	$5.03	$0.00	$0.00	$0.00	$58.99	$75.25
Saw Man	$32.02		$9.88	$10.73	$0.83	$0.00	$5.03	$0.00	$0.00	$0.00	$58.49	$74.50
Apprentice	**Percent**	**BHR**										
1st 6 months 0-750 hrs	60.000000	$19.51	$9.88	$10.73	$0.83	$0.00	$5.03	$0.00	$0.00	$0.00	$45.98	$55.74
2nd 6 months 1501-2250 hrs	65.000000	$21.14	$9.88	$10.73	$0.83	$0.00	$5.03	$0.00	$0.00	$0.00	$47.61	$58.18
3rd 6 months 751-1500 hrs	70.000000	$22.76	$9.88	$10.73	$0.83	$0.00	$5.03	$0.00	$0.00	$0.00	$49.23	$60.62
4th 6 months 2251-3000 hrs	75.000000	$24.39	$9.88	$10.73	$0.83	$0.00	$5.03	$0.00	$0.00	$0.00	$50.86	$63.06
5th 6 months 3001-3750 hrs	80.000000	$26.02	$9.88	$10.73	$0.83	$0.00	$5.03	$0.00	$0.00	$0.00	$52.49	$65.49
6th 6 months 3751-4500 hrs	85.000000	$27.64	$9.88	$10.73	$0.83	$0.00	$5.03	$0.00	$0.00	$0.00	$54.11	$67.93
7th 6 months 4501-5250 hrs	90.000000	$29.27	$9.88	$10.73	$0.83	$0.00	$5.03	$0.00	$0.00	$0.00	$55.74	$70.37
8th 6 months 5251-6000 hrs	95.000000	$30.89	$9.88	$10.73	$0.83	$0.00	$5.03	$0.00	$0.00	$0.00	$57.36	$72.81

Special Calculation Note

Ratio

1 - 4 Journeymen to 1 Apprentice 5-8 Journeymen to 2 Apprentice 9-12 Journeymen to 3 Apprentice 13-16 Journeymen to 4 Apprentice

Jurisdiction (* denotes special jurisdictional note)

Belmont, Jefferson*, Monroe

Special Jurisdictional Note

In Jefferson County: townships of Warren, Mt. Pleasant, and all of Dillonvale.

Details

An Official State of Ohio site. Here's how you know

Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Bricklayer Local 23 (Bellaire Refractory)	LCN01-2025sks	Bricklayer	09/17/2025	09/17/2025

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	**BHR**											
Bricklayer	$37.57		$10.00	$10.73	$0.86	$0.00	$5.03	$0.00	$0.00	$0.00	$64.19	$82.98
Gunnite Nozzleman	$37.57		$10.00	$10.73	$0.86	$0.00	$5.03	$0.00	$0.00	$0.00	$64.19	$82.98
Refractory Specialist	$37.57		$10.00	$10.73	$0.86	$0.00	$5.03	$0.00	$0.00	$0.00	$64.19	$82.98
Saw Man	$38.07		$10.00	$10.73	$0.86	$0.00	$5.03	$0.00	$0.00	$0.00	$64.69	$83.73
Hot Pay	$41.01		$10.00	$10.73	$0.86	$0.00	$5.03	$0.00	$0.00	$0.00	$67.63	$88.14
Apprentice	**Percent**	**BHR**										
1st 6 months 0-750 hrs	60.000000	$22.54	$10.00	$10.73	$0.86	$0.00	$5.03	$0.00	$0.00	$0.00	$49.16	$60.43
2nd 6 months 1501-2250 hrs	65.000000	$24.42	$10.00	$10.73	$0.86	$0.00	$5.03	$0.00	$0.00	$0.00	$51.04	$63.25
3rd 6 months 751-1500 hrs	70.000000	$26.30	$10.00	$10.73	$0.86	$0.00	$5.03	$0.00	$0.00	$0.00	$52.92	$66.07
4th 6 months 2251-3000 hrs	75.000000	$28.18	$10.00	$10.73	$0.86	$0.00	$5.03	$0.00	$0.00	$0.00	$54.80	$68.89
5th 6 months 3001-3750 hrs	80.000000	$30.06	$10.00	$10.73	$0.86	$0.00	$5.03	$0.00	$0.00	$0.00	$56.68	$71.71
6th 6 months 3751-4500 hrs	85.000000	$31.93	$10.00	$10.73	$0.86	$0.00	$5.03	$0.00	$0.00	$0.00	$58.55	$74.52
7th 6 months 4501-5250 hrs	90.000000	$33.81	$10.00	$10.73	$0.86	$0.00	$5.03	$0.00	$0.00	$0.00	$60.43	$77.34
8th 6 months 5251-6000 hrs	95.000000	$35.69	$10.00	$10.73	$0.86	$0.00	$5.03	$0.00	$0.00	$0.00	$62.31	$80.16

Special Calculation Note

Ratio

1 - 4 Journeymen to 1 Apprentice
5 - 8 Journeymen to 2 Apprentice
9 - 12 Journeymen to 3 Apprentice
13 - 16 Journeymen to 4 Apprentice

Jurisdiction (* denotes special jurisdictional note)

Belmont, Jefferson*, Monroe

Special Jurisdictional Note

In Jefferson County: Townships of Warren, Mt Pleasant and Village of Dillonvale.

Details

An Official State of Ohio site. Here's how you know

Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Bricklayer Local 23 (Bellaire)	LCN01-2025sks	Bricklayer	09/17/2025	09/17/2025

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	**BHR**											
Bricklayer	$32.90		$10.00	$10.73	$0.86	$0.00	$5.03	$0.00	$0.00	$0.00	$59.52	$75.97
Block Stone and Cement Mason	$32.90		$10.00	$10.73	$0.86	$0.00	$5.03	$0.00	$0.00	$0.00	$59.52	$75.97
Pointer Caulker Cleaner	$32.90		$10.00	$10.73	$0.86	$0.00	$5.03	$0.00	$0.00	$0.00	$59.52	$75.97
Saw Man	$33.40		$10.00	$10.73	$0.86	$0.00	$5.03	$0.00	$0.00	$0.00	$60.02	$76.72
Mason Trainees												
1-90 Days	$14.81		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14.81	$22.21
91-365 days	$14.81		$10.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24.81	$32.22
2nd Yr	$16.45		$10.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$26.45	$34.67
3rd Year + Mason Finisher Assistant	$23.03		$10.00	$10.73	$0.86	$0.00	$5.03	$0.00	$0.00	$0.00	$49.65	$61.17
Masonry Maintenance Specialist	$14.81		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$14.81	$22.21
Apprentice	**Percent**	**BHR**										
1st 6 months	60.000000	$19.74	$10.00	$10.73	$0.86	$0.00	$5.03	$0.00	$0.00	$0.00	$46.36	$56.23
2nd 6 months	65.000000	$21.39	$10.00	$10.73	$0.86	$0.00	$5.03	$0.00	$0.00	$0.00	$48.01	$58.70
3rd 6 months	70.000000	$23.03	$10.00	$10.73	$0.86	$0.00	$5.03	$0.00	$0.00	$0.00	$49.65	$61.17
4th 6 months	75.020000	$24.68	$10.00	$10.73	$0.86	$0.00	$5.03	$0.00	$0.00	$0.00	$51.30	$63.64
5th 6 months	80.000000	$26.32	$10.00	$10.73	$0.86	$0.00	$5.03	$0.00	$0.00	$0.00	$52.94	$66.10
6th 6 months	85.020000	$27.97	$10.00	$10.73	$0.86	$0.00	$5.03	$0.00	$0.00	$0.00	$54.59	$68.58
7th 6 months	90.000000	$29.61	$10.00	$10.73	$0.86	$0.00	$5.03	$0.00	$0.00	$0.00	$56.23	$71.03
8th 6 months	95.020000	$31.26	$10.00	$10.73	$0.86	$0.00	$5.03	$0.00	$0.00	$0.00	$57.88	$73.51

Special Calculation Note

Ratio

1-4 Journeymen to 1 Apprentice
5-8 Journeymen to 2 Apprentice
9-12 Journeymen to 3 Apprentice
13-16 Journeymen to 4 Apprentice
Mason Trainee Ratio
1 Apprentice permits 1 Mason Trainee
2 Apprentice permits 1 Mason Trainee
3 Apprentice permits 2 Mason Trainees
4 Apprentice permits 2 Mason Trainees

Jurisdiction (* denotes special jurisdictional note)

Belmont, Jefferson*, Monroe

Special Jurisdictional Note

In Jefferson County: townships of Warren, Mt Pleasant and Village of Dillonvale.

Details

Masonry Maintenance Specialist* * * - in partnership with a local education organization employer may employ School to Work students providing said employee is a full time student and that no conflicts exist with any Federal or State Laws. Employer must be party to an apprentice program duly registered with the DOL and Ohio State Apprentice Compliance (OSAC). Wages for Masonry Maintenance Specialist shall be forty-five percent (45%) of the journeyperson base rate with no fringe benefits.

An Official State of Ohio site. Here's how you know

Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Bricklayer Local 23 (Youngstown Zone 2 Tile Setters & Finishers)	LCN01-2026ib	Bricklayer	06/10/2026	06/10/2026

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	**BHR**											
Bricklayer Tile Setter	$30.61		$10.20	$7.85	$0.75	$0.00	$0.00	$0.00	$0.00	$0.00	$49.41	$64.72
Marble Mason	$30.61		$10.20	$7.85	$0.75	$0.00	$0.00	$0.00	$0.00	$0.00	$49.41	$64.72
Terrazzo worker	$30.61		$10.20	$7.85	$0.75	$0.00	$0.00	$0.00	$0.00	$0.00	$49.41	$64.72
Finisher Support	$28.03		$10.20	$7.85	$0.72	$0.00	$0.00	$0.00	$0.00	$0.00	$46.80	$60.81
APPRENTICE FINISHER SUPPORT ONLY 1st 30 days	$16.82		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$16.82	$25.23
30 days-6 months	$16.82		$10.20	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27.02	$35.43
2ND 6 months	$19.62		$10.20	$7.85	$0.72	$0.00	$0.00	$0.00	$0.00	$0.00	$38.39	$48.20
3RD 6 months	$21.02		$10.20	$7.85	$0.72	$0.00	$0.00	$0.00	$0.00	$0.00	$39.79	$50.30
4TH 6 months	$22.42		$10.20	$7.85	$0.72	$0.00	$0.00	$0.00	$0.00	$0.00	$41.19	$52.40
5TH 6 months	$23.83		$10.20	$7.85	$0.72	$0.00	$0.00	$0.00	$0.00	$0.00	$42.60	$54.51
6TH 6 months	$25.23		$10.20	$7.85	$0.72	$0.00	$0.00	$0.00	$0.00	$0.00	$44.00	$56.61
MASON TRAINEE 1-90 Days	$18.37		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18.37	$27.55
90-365 Days	$18.37		$10.20	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28.57	$37.75
366+ Days	$21.43		$10.20	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31.63	$42.34
Apprentice	**Percent**	**BHR**										
1st 30 Days	60.000000	$18.37	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18.37	$27.55
30 days- 6 months	60.000000	$18.37	$10.20	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28.57	$37.75
2nd 6 months	70.000000	$21.43	$10.20	$7.85	$0.75	$0.00	$0.00	$0.00	$0.00	$0.00	$40.23	$50.94
3rd 6 months	75.000000	$22.96	$10.20	$7.85	$0.75	$0.00	$0.00	$0.00	$0.00	$0.00	$41.76	$53.24
4th 6 months	80.000000	$24.49	$10.20	$7.85	$0.75	$0.00	$0.00	$0.00	$0.00	$0.00	$43.29	$55.53
5th 6 months	85.000000	$26.02	$10.20	$7.85	$0.75	$0.00	$0.00	$0.00	$0.00	$0.00	$44.82	$57.83
6th 6 months	90.000000	$27.55	$10.20	$7.85	$0.75	$0.00	$0.00	$0.00	$0.00	$0.00	$46.35	$60.13
7th 6 months	95.000000	$29.08	$10.20	$7.85	$0.75	$0.00	$0.00	$0.00	$0.00	$0.00	$47.88	$62.42
8th 6 months	95.000000	$29.08	$10.20	$7.85	$0.75	$0.00	$0.00	$0.00	$0.00	$0.00	$47.88	$62.42
MASONRY MAINTENANCE	60.000000	$18.37	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18.37	$27.55

Special Calculation Note

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Ratio

4 Journeymen to 1 Apprentice
6 Journeymen to 1 Apprentice thereafter

Mason Trainee Ratio
1 Apprentice permits 1 Mason Trainee
2 Apprentice permits 1 Mason Trainee
3 Apprentice permits 2 Mason Trainee
4 Apprentice permits 2 Mason Trainee

MASON TRAINEE may work on job site only when a registered apprentice is on job and the ratios in above table will be strictly enforced.

Jurisdiction (* denotes special jurisdictional note)

Belmont, Carroll, Harrison, Jefferson, Monroe, Stark, Tuscarawas

Special Jurisdictional Note

Details

An Official State of Ohio site. Here's how you know

Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Bricklayer Local 23 Heavy Hwy (A)	LCN02-2026ib	Bricklayer	06/10/2026	06/10/2026

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	**BHR**											
Cement Mason Bricklayer Sewer Water Works A	$35.31		$10.71	$10.14	$0.59	$0.00	$1.80	$0.00	$0.00	$0.00	$58.55	$76.21
Apprentice	**Percent**	**BHR**										
1st year	70.000000	$24.72	$10.71	$10.14	$0.59	$0.00	$1.80	$0.00	$0.00	$0.00	$47.96	$60.32
2nd year	80.000000	$28.25	$10.71	$10.14	$0.59	$0.00	$1.80	$0.00	$0.00	$0.00	$51.49	$65.62
3rd year	90.000000	$31.78	$10.71	$10.14	$0.59	$0.00	$1.80	$0.00	$0.00	$0.00	$55.02	$70.91

Special Calculation Note

This rate is not for building construction.

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

Ratio

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

Jurisdiction (* denotes special jurisdictional note)

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

Special Jurisdictional Note

Details

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

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

An Official State of Ohio site. Here's how you know

Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Bricklayer Local 23 Heavy Hwy (B)	LCN02-2026ib	Bricklayer	06/10/2026	06/10/2026

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	**BHR**											
Cement Mason Bricklayer Power Plants Tunnels Amusement Parks B	$36.31		$10.71	$10.14	$0.60	$0.00	$1.80	$0.00	$0.00	$0.00	$59.56	$77.72
Apprentice	**Percent**	**BHR**										
1st year	70.000000	$25.42	$10.71	$10.14	$0.60	$0.00	$1.80	$0.00	$0.00	$0.00	$48.67	$61.38
2nd year	80.000000	$29.05	$10.71	$10.14	$0.60	$0.00	$1.80	$0.00	$0.00	$0.00	$52.30	$66.83
3rd year	90.000000	$32.68	$10.71	$10.14	$0.60	$0.00	$1.80	$0.00	$0.00	$0.00	$55.93	$72.27

Special Calculation Note

This rate is not for building construction.

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

Ratio

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

Jurisdiction (* denotes special jurisdictional note)

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

Special Jurisdictional Note

Details

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

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

An Official State of Ohio site. Here's how you know

Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Carpenter Commercial Zone NEO 2	LCN01-2026ib	Carpenter	06/24/2026	06/24/2026

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	**BHR**											
Carpenter	$33.13		$9.75	$11.74	$0.82	$0.00	$4.82	$0.15	$0.00	$0.00	$60.41	$76.98
Apprentice	**Percent**	**BHR**										
1st 3 Months	60.000000	$19.88	$9.75	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.63	$39.57
2nd 3 Months	60.000000	$19.88	$9.75	$0.00	$0.82	$0.00	$4.82	$0.15	$0.00	$0.00	$35.42	$45.36
2nd 6 Months	65.000000	$21.53	$9.75	$0.00	$0.82	$0.00	$4.82	$0.15	$0.00	$0.00	$37.07	$47.84
3rd 6 Months	70.000000	$23.19	$9.75	$0.00	$0.82	$0.00	$4.82	$0.15	$0.00	$0.00	$38.73	$50.33
4th 6 Months	75.020000	$24.85	$9.75	$0.00	$0.82	$0.00	$4.82	$0.15	$0.00	$0.00	$40.39	$52.82
5th 6 Months	80.000000	$26.50	$9.75	$9.39	$0.82	$0.00	$4.82	$0.15	$0.00	$0.00	$51.43	$64.68
6th 6 Months	85.000000	$28.16	$9.75	$9.98	$0.82	$0.00	$4.82	$0.15	$0.00	$0.00	$53.68	$67.76
7th 6 Months	90.000000	$29.82	$9.75	$10.57	$0.82	$0.00	$4.82	$0.15	$0.00	$0.00	$55.93	$70.84
8th 6 Months	95.000000	$31.47	$9.75	$11.15	$0.82	$0.00	$4.82	$0.15	$0.00	$0.00	$58.16	$73.89

Special Calculation Note

Other: International Training

Ratio

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note)

Belmont, Columbiana, Harrison, Jefferson, Monroe

Special Jurisdictional Note

Details

An Official State of Ohio site. Here's how you know

Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Carpenter Floorlayer Zone NEO 2	LCN01-2026ib	Carpenter	07/01/2026	07/01/2026

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	**BHR**											
Carpenter Floorlayer	$33.13		$9.75	$11.74	$0.82	$0.00	$4.81	$0.18	$0.00	$0.00	$60.43	$77.00
Apprentice	**Percent**	**BHR**										
1st 3 Months	60.000000	$19.88	$9.75	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.63	$39.57
2nd 3 Months	60.000000	$19.88	$9.75	$0.00	$0.82	$0.00	$4.81	$0.18	$0.00	$0.00	$35.44	$45.38
2nd 6 Months	65.000000	$21.53	$9.75	$0.00	$0.82	$0.00	$4.81	$0.18	$0.00	$0.00	$37.09	$47.86
3rd 6 Months	70.000000	$23.19	$9.75	$0.00	$0.82	$0.00	$4.81	$0.18	$0.00	$0.00	$38.75	$50.34
4th 6 Months	75.020000	$24.85	$9.75	$0.00	$0.82	$0.00	$4.81	$0.18	$0.00	$0.00	$40.41	$52.84
5th 6 Months	80.000000	$26.50	$9.75	$9.39	$0.82	$0.00	$4.81	$0.18	$0.00	$0.00	$51.45	$64.70
6th 6 Months	85.000000	$28.16	$9.75	$9.98	$0.82	$0.00	$4.81	$0.18	$0.00	$0.00	$53.70	$67.78
7th 6 Months	90.000000	$29.82	$9.75	$10.57	$0.82	$0.00	$4.81	$0.18	$0.00	$0.00	$55.95	$70.86
8th 6 Months	95.000000	$31.47	$9.75	$11.15	$0.82	$0.00	$4.81	$0.18	$0.00	$0.00	$58.18	$73.91

Special Calculation Note

Other: International Training

Ratio

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note)

Belmont, Columbiana, Harrison, Jefferson, Monroe

Special Jurisdictional Note

Details

An Official State of Ohio site. Here's how you know

Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Carpenter Hev Hwy Zone NHH C2-B	LCN01-2026ib	Carpenter	07/01/2026	07/01/2026

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	**BHR**											
Carpenter	$33.28		$9.87	$11.74	$0.82	$0.00	$4.90	$0.15	$0.00	$0.00	$60.76	$77.40
Apprentice	**Percent**	**BHR**										
1st 3 Months	60.000000	$19.97	$9.87	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29.84	$39.82
2nd 3 Months	60.000000	$19.97	$9.87	$0.00	$0.82	$0.00	$4.90	$0.15	$0.00	$0.00	$35.71	$45.70
2nd 6 Months	65.000000	$21.63	$9.87	$0.00	$0.82	$0.00	$4.90	$0.15	$0.00	$0.00	$37.37	$48.19
3rd 6 Months	70.000000	$23.30	$9.87	$0.00	$0.82	$0.00	$4.90	$0.15	$0.00	$0.00	$39.04	$50.69
4th 6 Months	75.000000	$24.96	$9.87	$0.00	$0.82	$0.00	$4.90	$0.15	$0.00	$0.00	$40.70	$53.18
5th 6 Months	80.000000	$26.62	$9.87	$9.39	$0.82	$0.00	$4.90	$0.15	$0.00	$0.00	$51.75	$65.06
6th 6 Months	85.000000	$28.29	$9.87	$9.98	$0.82	$0.00	$4.90	$0.15	$0.00	$0.00	$54.01	$68.16
7th 6 Months	90.000000	$29.95	$9.87	$10.57	$0.82	$0.00	$4.90	$0.15	$0.00	$0.00	$56.26	$71.23
8th 6 Months	95.000000	$31.62	$9.87	$11.15	$0.82	$0.00	$4.90	$0.15	$0.00	$0.00	$58.51	$74.32

Special Calculation Note

Other: Training

Ratio

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note)

Belmont, Columbiana, Harrison, Jefferson, Monroe

Special Jurisdictional Note

Details

Any construction work as performed within the definitions listed here below, all of which, taken together are "Heavy-Highway Construction" work:

"HIGHWAY CONSTRUCTION" work is defined as work performed to provide a facility to accommodate vehicular or pedestrian traffic and includes, but is not limited to, the construction of all streets, roads, expressways, turnpikes, bridges, drainage structures, grade separations, parking lots, rest areas, alleys, sidewalks, guardrails, fences, and sound barriers, but shall not include construction of buildings. "AIRPORT CONSTRUCTION" work is defined as including site preparation, grading, paving, drainage, fences, sidewalks, driveways, parking areas and similar work incidental to the construction of airfields but shall not include the construction of buildings. "HEAVY CONSTRUCTION" work is defined as including, but not limited to grade separations, foundations (does not include building foundations), abutments, retaining walls, shafts, tunnels, subways, elevators, drainage projects, flood control projects, reclamation projects, reservoirs, water supply projects, water development projects, hydro-electric development, utility transmission lines, including right-of-way clearing, locks, dams, dikes, levees, revetments, channels, channel cutoffs, intakes, dredging projects, jetties, breakwater, docks, harbors; and all municipal and utility construction except construction classified as building construction.

"RAILROAD CONSTRUCTION" work is defined as including, grading, drainage, placing of rails, crossties, ballast and the construction of bridges, and other incidentals for railroads, street railways construction projects and rapid transit system projects, but shall not include the construction of buildings.

"SEWER WATERWORKS AND UTILITY CONSTRUCTION" work is defined as including construction of all storm sewers, sanitary sewers, supplying and distributing waterlines, gas lines, telephone and television conduit, underground electrical lines, and similar utility construction. Main waterline and trunk sewers connecting water works and/or sewage disposal plants are included within this definition.

"SUPPORIVE EXCAVATION AND DEEP FOUNDATIONS" work is all driven and drilled foundations within the building site.

"POWER PLANT SITE" work is defined as all work which is inside the property line, but outside the actual building construction. Such work shall include, but is not limited to, the grading and installation of sewer lines, drainage lines, gas lines, telephone and television conduit, underground electrical lines and similar utility construction, parking lots, bridges, roads, streets, sidewalks, reservoirs, ash pits, storage tanks, ramps and other such construction work performed on the work site, but shall not include the actual excavation for the buildings, foundations or footers or construction of the buildings.

"POLLUTION CONTROL, SEWAGE PLANT, WASTE PLANT AND WATER TREATMENT FACILITIES CONSTRUCTION" WORK shall be all work in construction of pumping stations, waste and sewage disposal plants, incinerator plants, water treatment plants, filtration plants, solid waste disposal and similar pollution control facilities.

"SOLAR & WIND FARM" WORK is considered "HEAVY CONSTRUCTION" and includes all work in the construction of solar fields/farms and wind fields/farms (not installations on buildings).

An Official State of Ohio site. Here's how you know

Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Carpenter Insulation Zone NEO 2	LCN01-2026ib	Carpenter	07/15/2026	07/15/2026

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	**BHR**											
Carpenter Insulation	$26.50		$9.75	$11.74	$0.82	$0.00	$4.82	$0.15	$0.00	$0.00	$53.78	$67.03
Apprentice	**Percent**	**BHR**										
1st 3 Months	60.000000	$15.90	$9.75	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25.65	$33.60
2nd 3 Months	60.000000	$15.90	$9.75	$0.00	$0.82	$0.00	$4.82	$0.15	$0.00	$0.00	$31.44	$39.39
2nd 6 Months is 1st year	65.000000	$17.23	$9.75	$0.00	$0.82	$0.00	$4.82	$0.15	$0.00	$0.00	$32.77	$41.38
3rd 6 Months	70.000000	$18.55	$9.75	$0.00	$0.82	$0.00	$4.82	$0.15	$0.00	$0.00	$34.09	$43.37
4th 6 Months is 2nd year	75.020000	$19.88	$9.75	$0.00	$0.82	$0.00	$4.82	$0.15	$0.00	$0.00	$35.42	$45.36
5th 6 Months	80.000000	$21.20	$9.75	$9.39	$0.82	$0.00	$4.82	$0.15	$0.00	$0.00	$46.13	$56.73
6th 6 Months is 3rd year	85.000000	$22.52	$9.75	$9.98	$0.82	$0.00	$4.82	$0.15	$0.00	$0.00	$48.04	$59.30
7th 6 Months	90.000000	$23.85	$9.75	$10.57	$0.82	$0.00	$4.82	$0.15	$0.00	$0.00	$49.96	$61.89
8th 6 Months is 4th year	95.000000	$25.17	$9.75	$11.15	$0.82	$0.00	$4.82	$0.15	$0.00	$0.00	$51.86	$64.44

Special Calculation Note

*Other is Training

Ratio

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note)

Belmont, Columbiana, Harrison, Jefferson, Monroe

Special Jurisdictional Note

Details

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Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Carpenter Millwright NE Zone M2	LCN01-2026ib	Carpenter	07/01/2026	07/01/2026

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	**BHR**											
Carpenter Millwright	$41.65		$9.70	$11.73	$0.82	$0.00	$7.90	$0.20	$0.00	$0.00	$72.00	$92.82
Certified Welder	$42.65		$9.70	$11.73	$0.82	$0.00	$7.90	$0.20	$0.00	$0.00	$73.00	$94.32
Lay Out Man on Monorail	$45.82		$9.70	$11.73	$0.82	$0.00	$7.90	$0.20	$0.00	$0.00	$76.17	$99.08
Apprentice	**Percent**	**BHR**										
1st 6 months	60.000000	$24.99	$9.70	$11.73	$0.82	$0.00	$7.90	$0.20	$0.00	$0.00	$55.34	$67.83
2nd 6 months	65.000000	$27.07	$9.70	$11.73	$0.82	$0.00	$7.90	$0.20	$0.00	$0.00	$57.42	$70.95
3rd 6 months	70.000000	$29.15	$9.70	$11.73	$0.82	$0.00	$7.90	$0.20	$0.00	$0.00	$59.50	$74.07
4th 6 months	75.000000	$31.24	$9.70	$11.73	$0.82	$0.00	$7.90	$0.20	$0.00	$0.00	$61.59	$77.21
5th 6 months	80.000000	$33.32	$9.70	$11.73	$0.82	$0.00	$7.90	$0.20	$0.00	$0.00	$63.67	$80.33
6th 6 months	85.000000	$35.40	$9.70	$11.73	$0.82	$0.00	$7.90	$0.20	$0.00	$0.00	$65.75	$83.45
7th 6 months	90.000000	$37.48	$9.70	$11.73	$0.82	$0.00	$7.90	$0.20	$0.00	$0.00	$67.83	$86.57
8th 6 months	95.000000	$39.57	$9.70	$11.73	$0.82	$0.00	$7.90	$0.20	$0.00	$0.00	$69.92	$89.70

Special Calculation Note

Other is Training.

Ratio

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note)

Belmont, Columbiana, Harrison, Jefferson, Monroe, Washington

Special Jurisdictional Note

Details

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

An Official State of Ohio site. Here's how you know

Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Carpenter Pile Driver Hev Hwy Zone NHH P2-C	LCN01-2026ib	Carpenter	07/01/2026	07/01/2026

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	**BHR**											
Carpenter Pile Driver	$39.99		$9.88	$11.98	$0.82	$0.00	$3.00	$0.50	$0.00	$0.00	$66.17	$86.16
Diver	$59.99		$9.88	$11.98	$0.82	$0.00	$3.00	$0.50	$0.00	$0.00	$86.17	$116.16
Certified Welder	$41.04		$9.88	$11.98	$0.82	$0.00	$3.00	$0.50	$0.00	$0.00	$67.22	$87.74
Apprentice	**Percent**	**BHR**										
1st 6 months	60.000000	$23.99	$9.88	$11.98	$0.82	$0.00	$3.00	$0.50	$0.00	$0.00	$50.17	$62.16
2nd 6 months	65.000000	$25.99	$9.88	$11.98	$0.82	$0.00	$3.00	$0.50	$0.00	$0.00	$52.17	$65.16
3rd 6 months	70.000000	$27.99	$9.88	$11.98	$0.82	$0.00	$3.00	$0.50	$0.00	$0.00	$54.17	$68.16
4th 6 months	75.000000	$29.99	$9.88	$11.98	$0.82	$0.00	$3.00	$0.50	$0.00	$0.00	$56.17	$71.16
5th 6 months	80.000000	$31.99	$9.88	$11.98	$0.82	$0.00	$3.00	$0.50	$0.00	$0.00	$58.17	$74.16
6th 6 months	85.000000	$33.99	$9.88	$11.98	$0.82	$0.00	$3.00	$0.50	$0.00	$0.00	$60.17	$77.16
7th 6 months	90.000000	$35.99	$9.88	$11.98	$0.82	$0.00	$3.00	$0.50	$0.00	$0.00	$62.17	$80.16
8th 6 months	95.000000	$37.99	$9.88	$11.98	$0.82	$0.00	$3.00	$0.50	$0.00	$0.00	$64.17	$83.16

Special Calculation Note

Other is: Supplemental Unemployment Benefits and Training

Ratio

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note)

Belmont, Columbiana, Harrison, Jefferson, Monroe

Special Jurisdictional Note

Details

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

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Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Cement Mason & Plasterer Local 926	LCN01-2025ib	Cement Mason & Plasterer	05/13/2025	05/13/2025

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	**BHR**											
Cement Mason	$29.58		$10.90	$7.35	$0.75	$0.00	$3.17	$0.00	$0.00	$0.00	$51.75	$66.54
Mechanical Equipment (floating grinding bushhammer or finishing)	$30.18		$10.90	$7.35	$0.75	$0.00	$3.17	$0.00	$0.00	$0.00	$52.35	$67.44
Plasterer	$29.70		$11.20	$7.35	$0.77	$0.00	$2.20	$0.00	$0.00	$0.00	$51.22	$66.07
Industrial Plasterer	$30.70		$11.20	$7.35	$0.77	$0.00	$2.20	$0.00	$0.00	$0.00	$52.22	$67.57
Plasterer Apprentice												
1st 500 hrs	$20.79		$11.20	$7.35	$0.77	$0.00	$2.20	$0.00	$0.00	$0.00	$42.31	$52.71
Next 500 hrs	$22.27		$11.20	$7.35	$0.77	$0.00	$2.20	$0.00	$0.00	$0.00	$43.79	$54.93
Next 500 hrs	$23.86		$11.20	$7.35	$0.77	$0.00	$2.20	$0.00	$0.00	$0.00	$45.38	$57.31
Next 500 hrs	$25.24		$11.20	$7.35	$0.77	$0.00	$2.20	$0.00	$0.00	$0.00	$46.76	$59.38
Next 500 hrs	$26.73		$11.20	$7.35	$0.77	$0.00	$2.20	$0.00	$0.00	$0.00	$48.25	$61.62
Next 500 hrs	$28.21		$11.20	$7.35	$0.77	$0.00	$2.20	$0.00	$0.00	$0.00	$49.73	$63.84
Cement Mason Apprentice	**Percent**	**BHR**										
1st 500 hrs	70.000000	$20.71	$10.90	$7.35	$0.75	$0.00	$3.17	$0.00	$0.00	$0.00	$42.88	$53.23
Next 500 hrs	75.000000	$22.19	$10.90	$7.35	$0.75	$0.00	$3.17	$0.00	$0.00	$0.00	$44.36	$55.45
Next 500 hrs	80.000000	$23.66	$10.90	$7.35	$0.75	$0.00	$3.17	$0.00	$0.00	$0.00	$45.83	$57.67
Next 500 hrs	85.000000	$25.14	$10.90	$7.35	$0.75	$0.00	$3.17	$0.00	$0.00	$0.00	$47.31	$59.88
Next 500 hrs	90.000000	$26.62	$10.90	$7.35	$0.75	$0.00	$3.17	$0.00	$0.00	$0.00	$48.79	$62.10
Next 500 hrs	95.000000	$28.10	$10.90	$7.35	$0.75	$0.00	$3.17	$0.00	$0.00	$0.00	$50.27	$64.32

Special Calculation Note

Ratio

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note)

Belmont, Harrison, Jefferson

Special Jurisdictional Note

Details

An Official State of Ohio site. Here's how you know

Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Cement Mason Local 926 Hev Hwy	LCN01-2026ib	Cement Mason	05/01/2026	04/29/2026

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	**BHR**											
Cement Mason	$37.18		$10.00	$7.65	$1.00	$0.00	$3.50	$0.08	$0.00	$0.00	$59.41	$78.00
Apprentice	**Percent**	**BHR**										
1st Year	70.000000	$26.03	$10.00	$7.65	$1.00	$0.00	$3.50	$0.08	$0.00	$0.00	$48.26	$61.27
2nd Year	80.000000	$29.74	$10.00	$7.65	$1.00	$0.00	$3.50	$0.08	$0.00	$0.00	$51.97	$66.84
3rd Year	90.000000	$33.46	$10.00	$7.65	$1.00	$0.00	$3.50	$0.08	$0.00	$0.00	$55.69	$72.42

Special Calculation Note

Other: International Training Fund

Ratio

1 Journeyman to 1 Apprentice
2 Journeymen to 1 Apprentice thereafter

Jurisdiction (* denotes special jurisdictional note)

Belmont, Harrison, Jefferson

Special Jurisdictional Note

Details

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

An Official State of Ohio site. Here's how you know

Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Electrical Local 141 Industrial	LCN01-2026ib	Electrical	06/01/2026	05/27/2026

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	**BHR**											
Electrician	$41.40		$11.55	$10.50	$0.75	$8.00	$0.00	$1.24	$0.00	$1.00	$74.44	$95.14
CE-3 12,001-14,000 Hrs	$33.72		$7.07	$0.00	$0.83	$0.00	$0.00	$1.01	$0.00	$0.00	$42.63	$59.49
CE-2 10,001-12,000 Hrs	$26.98		$7.07	$0.00	$0.83	$0.00	$0.00	$0.81	$0.00	$0.00	$35.69	$49.18
CE-1 8,001-10,000 Hrs	$24.73		$7.07	$0.00	$0.83	$0.00	$0.00	$0.74	$0.00	$0.00	$33.37	$45.73
CW-4 6,001-8,000 Hrs	$22.48		$7.07	$0.00	$0.83	$0.00	$0.00	$0.67	$0.00	$0.00	$31.05	$42.29
CW-3 4,001-6,000 Hrs	$20.23		$7.07	$0.00	$0.83	$0.00	$0.00	$0.61	$0.00	$0.00	$28.74	$38.85
CW-2 2,001-4,000 Hrs	$19.11		$7.07	$0.00	$0.83	$0.00	$0.00	$0.57	$0.00	$0.00	$27.58	$37.13
CW-1 0-2,000 Hrs	$17.98		$7.07	$0.00	$0.83	$0.00	$0.00	$0.54	$0.00	$0.00	$26.42	$35.41
Apprentice	**Percent**	**BHR**										
0-2000 hrs	50.000000	$20.70	$11.55	$5.25	$0.75	$4.00	$0.00	$0.62	$0.00	$1.00	$43.87	$54.22
2001-3500 hrs	50.000000	$20.70	$11.55	$5.25	$0.75	$4.00	$0.00	$0.62	$0.00	$1.00	$43.87	$54.22
3501-5000 hrs	55.000000	$22.77	$11.55	$5.78	$0.75	$4.40	$0.00	$0.68	$0.00	$1.00	$46.93	$58.32
5001-6500 hrs	65.000000	$26.91	$11.55	$6.83	$0.75	$5.20	$0.00	$0.81	$0.00	$1.00	$53.05	$66.50
6501-7500 hrs	80.000000	$33.12	$11.55	$8.40	$0.75	$6.40	$0.00	$0.99	$0.00	$1.00	$62.21	$78.77
7501-8000 hrs	85.000000	$35.19	$11.55	$8.93	$0.75	$6.80	$0.00	$1.06	$0.00	$1.00	$65.28	$82.88

Special Calculation Note

Other: National Electrical Benefit Fund
Misc: Supplemental Health Fund

Ratio

Each job site shall be allowed a ratio of (2) apprentices for every (3) Journeyman of fraction thereof as illustrated below:
1-3 Journeyman to 2 Apprentices
4-6 Journeyman to 4 Apprentices
7-9 Journeyman to 6 Apprentices

Construction Electrician and Construction Wireman Ratio There shall be a minimum ratio of one inside Journeyman Wireman to every (4) employees of different classification per jobsite. An Inside Journeyman Wireman is required on the project as the fifth (5th) worker or when apprentices are used.

Jurisdiction (* denotes special jurisdictional note)

Belmont

Special Jurisdictional Note

Scope of Work for the Lt. Commercial Rate is as follows: Small medical clinics, stand-alone doctor and dentist offices with up to 600 amp services (not attached to a hospital), Gas Stations/Convenience stores, fast food restaurants, franchised chain restaurants including independent bars and taverns, places of worship, funeral homes, Nursing homes, assisted living facilities and day-care facilities under 15,000 sq ft, small office, retail/wholesale facilities under 15,000 sq ft with less than 10 units attached, storage units, car washes, express hotels and motels (4 stories or less) without conference or restaurant facilities, residential units (subject to Davis Bacon Rates) small stand-alone manufacturing facilities when free standing and not part of a larger facility (less than 15,000 sq ft) solar projects (500 panels or less) unless otherwise covered under the agreement, lighting retrofits (when not associated with the remodels involving branch re-circuiting) Lighting Retrofits - shall be defined as the changing of lamps and ballasts in existing light fixtures and shall also include the one of one replacement of existing fixtures.

Details

An Official State of Ohio site. Here's how you know

Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Electrical Local 141 Inside Light Industrial	LCN01-2026ib	Electrical	06/01/2026	05/27/2026

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	**BHR**											
Electrician	$37.26		$11.55	$10.50	$0.25	$8.00	$0.00	$1.12	$0.00	$1.00	$69.68	$88.31
Apprentice	**Percent**	**BHR**										
0-2000 hrs	50.000000	$18.63	$11.55	$5.25	$0.25	$4.00	$0.00	$0.56	$0.00	$1.00	$41.24	$50.55
2001-3500 hrs	50.000000	$18.63	$11.55	$5.25	$0.25	$4.00	$0.00	$0.56	$0.00	$1.00	$41.24	$50.55
3501-5000 hrs	55.000000	$20.49	$11.55	$5.78	$0.25	$4.40	$0.00	$0.61	$0.00	$1.00	$44.08	$54.33
5001-6500 hrs	65.000000	$24.22	$11.55	$6.83	$0.25	$5.20	$0.00	$0.73	$0.00	$1.00	$49.78	$61.89
6501-7500 hrs	80.000000	$29.81	$11.55	$8.40	$0.25	$6.40	$0.00	$0.89	$0.00	$1.00	$58.30	$73.20
7500-8000 hrs	85.000000	$31.67	$11.55	$8.93	$0.25	$6.80	$0.00	$0.95	$0.00	$1.00	$61.15	$76.98

Special Calculation Note

Other: National Electrical Benefit Fund
Misc: Supplemental Health Fund

Ratio

Each job site shall be allowed a ratio of (2) apprentices for every (3) Journeyman of fraction thereof as illustrated below:
1-3 Journeymen to 2 Apprentices
4-6 Journeymen to 4 Apprentices
7-9 Journeymen to 6 Apprentices

First person assigned to any job site shall be a Journeyman Wireman.

Jurisdiction (* denotes special jurisdictional note)

Belmont

Special Jurisdictional Note

Details

An Official State of Ohio site. Here's how you know

Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Electrical Local 141 Voice Data Video	LCN01-2026ib	Electrical	06/01/2026	05/27/2026

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	**BHR**											
Electrical Installer Technician	$29.35		$10.50	$8.65	$0.31	$6.80	$0.00	$0.88	$0.00	$1.00	$57.49	$72.17
Cable Puller	$15.26		$10.50	$8.65	$0.31	$6.80	$0.00	$0.46	$0.00	$1.00	$42.98	$50.61
Apprentice	**Percent**	**BHR**										
1st 750 hrs	55.000000	$16.14	$10.50	$4.76	$0.31	$3.74	$0.00	$0.48	$0.00	$1.00	$36.93	$45.00
2nd 750 hrs	65.000000	$19.08	$10.50	$5.62	$0.31	$4.42	$0.00	$0.57	$0.00	$1.00	$41.50	$51.04
3rd 750 hrs	75.000000	$22.01	$10.50	$6.49	$0.31	$5.10	$0.00	$0.66	$0.00	$1.00	$46.07	$57.08
4th 750 hrs	80.000000	$23.48	$10.50	$6.92	$0.31	$5.44	$0.00	$0.70	$0.00	$1.00	$48.35	$60.09
5th 750 hrs	85.000000	$24.95	$10.50	$7.35	$0.31	$5.78	$0.00	$0.75	$0.00	$1.00	$50.64	$63.11
6th 750 hrs	90.000000	$26.42	$10.50	$7.79	$0.31	$6.12	$0.00	$0.79	$0.00	$1.00	$52.93	$66.14

Special Calculation Note

Ratio

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note)

Belmont

Special Jurisdictional Note

Details

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

Cable Pullers: are for the installation of cable from one termination point to another.

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Prevailing Wage Rates - Skilled Crafts

Details

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

Wage Rates

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

Special Calculation Note

Other is Health Reimbursement Account

Ratio

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note)

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

Special Jurisdictional Note

Details

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

Special Notes:

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

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

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

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

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Prevailing Wage Rates - Skilled Crafts

Details

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

Wage Rates

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

Special Calculation Note

Other: Health Reimburstment Fund

Ratio

1 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note)

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

Special Jurisdictional Note

Details

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

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Prevailing Wage Rates - Skilled Crafts

Details

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

Wage Rates

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

Special Calculation Note

Other: Health Reimbursement Account

Ratio

(1) Journeyman Lineman to (1) Apprentice

Jurisdiction (* denotes special jurisdictional note)

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

Special Jurisdictional Note

Details

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

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Prevailing Wage Rates - Skilled Crafts

Details

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

Wage Rates

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

Special Calculation Note

Other: Health Reimburstment Account

Ratio

(1) Journeyman Lineman to (1) Apprentice

Jurisdiction (* denotes special jurisdictional note)

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

Special Jurisdictional Note

Details

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

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Prevailing Wage Rates - Skilled Crafts

Details

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

Wage Rates

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

Special Calculation Note

Ratio

1Trainee to 1 Journeyman

Jurisdiction (* denotes special jurisdictional note)

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

Special Jurisdictional Note

Details

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

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Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Elevator Local 6	LCN01-2025ib	Elevator	05/13/2025	05/13/2025

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	**BHR**											
Elevator Mechanic	$61.07		$16.28	$10.96	$0.80	$0.00	$10.40	$0.00	$0.00	$0.00	$99.51	$130.05
Apprentice	**Percent**	**BHR**										
0-6 MONTHS Probationary	50.010000	$30.54	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30.54	$45.81
1st Year	55.000000	$33.59	$16.28	$10.96	$0.80	$0.00	$10.40	$0.00	$0.00	$0.00	$72.03	$88.82
2nd Year	65.000000	$39.70	$16.28	$10.96	$0.80	$0.00	$10.40	$0.00	$0.00	$0.00	$78.14	$97.98
3rd Year	70.000000	$42.75	$16.28	$10.96	$0.80	$0.00	$10.40	$0.00	$0.00	$0.00	$81.19	$102.56
4th Year	80.000000	$48.86	$16.28	$10.96	$0.80	$0.00	$10.40	$0.00	$0.00	$0.00	$87.30	$111.72

Special Calculation Note

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

Ratio

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note)

Belmont, Jefferson, Monroe*

Special Jurisdictional Note

Monroe County is shared by both Local 37 and Local 6.

Details

Vacation: Under 5 years 6% over 5 years 8%. Based on regular hourly rate for all hours worked.

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Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Glazier Local 1195 Zone A and B	LCN01-2025ib	Glazier	12/10/2025	12/10/2025

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	**BHR**											
Glazier	$33.46		$0.00	$9.42	$0.95	$0.00	$4.64	$0.12	$0.00	$0.00	$48.59	$65.32
Apprentice	**Percent**	**BHR**										
1st 0-1000 hrs	60.000000	$20.08	$0.00	$4.44	$0.95	$0.00	$4.64	$0.12	$0.00	$0.00	$30.23	$40.27
2nd 1001-2000 hrs	70.000000	$23.42	$0.00	$4.44	$0.95	$0.00	$4.64	$0.12	$0.00	$0.00	$33.57	$45.28
3rd 2001-3000 hrs	75.020000	$25.10	$0.00	$4.44	$0.95	$0.00	$4.64	$0.12	$0.00	$0.00	$35.25	$47.80
4th 3001-4000 hrs	80.000000	$26.77	$0.00	$4.44	$0.95	$0.00	$4.64	$0.12	$0.00	$0.00	$36.92	$50.30
5th 4001-5000 hrs	85.000000	$28.44	$0.00	$4.44	$0.95	$0.00	$4.64	$0.12	$0.00	$0.00	$38.59	$52.81
6th 5001-6000 hrs	90.000000	$30.11	$0.00	$4.44	$0.95	$0.00	$4.64	$0.12	$0.00	$0.00	$40.26	$55.31

Special Calculation Note

Other is Drug Education

Ratio

3 Journeymen to 1 Apprentice
4 Journeymen to 2 Apprentices
8 Journeymen to 3 Apprentices

Jurisdiction (* denotes special jurisdictional note)

Athens, Belmont, Gallia, Guernsey, Harrison, Jefferson, Lawrence, Meigs, Monroe, Morgan, Noble, Scioto, Washington

Special Jurisdictional Note

Details

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Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Ironworker Local 549	LCN01-2025ib	Ironworker	02/04/2026	02/04/2026

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	**BHR**											
Ironworker	$37.29		$12.64	$9.52	$0.90	$6.71	$6.50	$0.00	$0.00	$0.00	$73.56	$92.20
Apprentice	**Percent**	**BHR**										
1st 6mos	60.000000	$22.37	$12.64	$9.52	$0.90	$4.02	$6.50	$0.00	$0.00	$0.00	$55.95	$67.13
2nd 6mos	64.980000	$24.23	$12.64	$9.52	$0.90	$4.36	$6.50	$0.00	$0.00	$0.00	$58.15	$70.27
3rd 6mos	70.000000	$26.10	$12.64	$9.52	$0.90	$4.69	$6.50	$0.00	$0.00	$0.00	$60.35	$73.40
4th 6mos	74.980000	$27.96	$12.64	$9.52	$0.90	$5.03	$6.50	$0.00	$0.00	$0.00	$62.55	$76.53
5th 6mos	80.000000	$29.83	$12.64	$9.52	$0.90	$5.36	$6.50	$0.00	$0.00	$0.00	$64.75	$79.66
6th 6mos	85.000000	$31.70	$12.64	$9.52	$0.90	$5.70	$6.50	$0.00	$0.00	$0.00	$66.96	$82.81

Special Calculation Note

Ratio

4 Journeymen to 1 Apprentice
2 Journeymen to 1 Apprentice on Ornamental Work

Jurisdiction (* denotes special jurisdictional note)

Belmont, Guernsey, Harrison, Jefferson, Monroe, Muskingum

Special Jurisdictional Note

Details

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Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Labor HevHwy 3	LCN01-2026ib	Laborer	05/01/2026	04/29/2026

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	**BHR**											
Laborer Group 1	$38.77		$9.45	$4.60	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$55.87	$75.25
Group 2	$38.94		$9.45	$4.60	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$56.04	$75.51
Group 3	$39.27		$9.45	$4.60	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$56.37	$76.00
Group 4	$39.72		$9.45	$4.60	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$56.82	$76.68
Watch Person	$33.50		$9.45	$4.60	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$50.60	$67.35
Apprentice	**Percent**	**BHR**										
0-1000 hrs	80.000000	$31.02	$9.45	$4.60	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$48.12	$63.63
1001-2000 hrs	85.000000	$32.95	$9.45	$4.60	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$50.05	$66.53
2001-3000 hrs	90.000000	$34.89	$9.45	$4.60	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$51.99	$69.44
3001-4000 hrs	95.000000	$36.83	$9.45	$4.60	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$53.93	$72.34
More than 4000 hrs	100.000000	$38.77	$9.45	$4.60	$0.45	$0.00	$2.50	$0.00	$0.10	$0.00	$55.87	$75.25

Special Calculation Note

Tunnel Laborer rate with air-pressurized add $1.00 to the above wage rate.

Commercial Driver's License – Any Laborer required to utilize a valid Commercial Driver's License (CDL), are in compliance with necessary FMCSA regulations and approved by the Contractor to operate a Commercial Motor Vehicle (CMV), shall be paid one dollar ($1.00) per hour above the base rate for the entirety of their working shift.

Ratio

1 Journeyman to 1 Apprentice
3 Journeymen to 1 Apprentice thereafter

Watchmen have no Apprentices

Jurisdiction (* denotes special jurisdictional note)

Adams, Allen, Ashland, Athens, Auglaize, Belmont, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Darke, Defiance, Delaware, Fairfield, Fayette, Franklin, Fulton, Gallia, Greene, Guernsey, Hamilton, Hancock, Hardin, Harrison, Henry, Highland, Hocking, Holmes, Jackson, Jefferson, Knox, Lawrence, Licking, Logan, Madison, Marion, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Paulding, Perry, Pickaway, Pike, Preble, Putnam, Richland, Ross, Scioto, Seneca, Shelby, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne, Williams, Wyandot

Special Jurisdictional Note

Hod Carriers and Common Laborers - Heavy, Highway, Sewer, Waterworks, Utility, Airport, Railroad, Industrial and Building Site, Sewer Plant, Waste Water Treatment Facilities Construction

Details

Group 1 Laborer (Construction); Plant Laborer or Yardman, Right-of-way Laborer, Landscape Laborer, Highway Lighting Worker, Signalization Worker, (Swimming) Pool Construction Laborer, Utility Man, *Bridge Man, Handyman, Joint Setter, Flagperson, Carpenter Helper, Waterproofing Laborer, Slurry Seal, Seal Coating, Surface Treatment or Road Mix Laborer, Riprap Laborer & Grouter, Asphalt Laborer, Dump Man (batch trucks), Guardrail & Fence Installer, Mesh Handler & Placer, Concrete Curing Applicator, Scaffold Erector, Sign Installer, Hazardous Waste (level D), Diver Helper, Zone Person and Traffic Control. *Bridge Man will perform work as per the October 31, 1949, memorandum on concrete forms, by and between the United Brotherhood of Carpenters and Joiners of America and the Laborers' International Union of North America, which states in; "the moving, cleaning, oiling and carrying to the next point of erection, and the stripping of forms which are not to be re-used, and forms on all flat arch work shall be done by members of the Laborers' International Union of North America."

Group 2 Asphalt Raker, Screwman or Paver, Concrete Puddler, Kettle Man (pipeline), All Machine-Driven Tools (Gas, Electric, Air), Mason Tender, Brick Paver, Mortar Mixer, Skid Steer, Sheeting & Shoring Person, Surface Grinder Person, Screedperson, Water Blast, Hand Held Wand, Power Buggy or Power Wheelbarrow, Paint Striper, Plastic fusing Machine Operator, Rodding Machine Operator, Pug Mill Operator, Operator of All Vacuum Devices Wet or Dry, Handling of all Pumps 4 inches and under (gas, air or electric), Diver, Form Setter, Bottom Person, Welder Helper (pipeline), Concrete Saw Person, Cutting with Burning Torch, Pipe Layer, Hand Spiker (railroad), Underground Person (working in sewer and waterline, cleaning, repairing and reconditioning). Tunnel Laborer (without air),Caisson, Cofferdam (below 25 feet deep), Air Track and Wagon Drill, Sandblaster Nozzle Person, Hazardous Waste (level B), ***Lead Abatement, Hazardous Waste (level C) ***Includes the erecting of structures for the removal, including the encapsulation and containment of Lead abatement process.

Group 3 Blast and Powder Person, Muckers will be defined as shovel men working directly with the miners, Wrencher (mechanical joints & utility pipeline), Yarner, Top Lander, Hazardous Waste (level A), Concrete Specialist, Curb Setter and Cutter, Grade Checker, Concrete Crew in Tunnels. Utility pipeline Tappers, Waterline, Caulker, Signal Person will receive the rate equal to the rate paid the Laborer classification for which the Laborer is signaling.

Group 4 Miner, Welder, Gunite Nozzle Person A.) The Watchperson shall be responsible to patrol and maintain a safe traffic zone including but not limited to barrels, cones, signs, arrow boards, message boards etc. The responsibility of a watchperson is to see that the equipment, job and office trailer etc. are secure.

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Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Labor Local 1149	LCN01-2023ib	Laborer	12/20/2023	12/20/2023

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	**BHR**											
Laborer Group 1	$25.92		$8.55	$5.50	$0.50	$0.00	$2.00	$0.00	$0.15	$0.00	$42.62	$55.58
Group 2	$20.52		$8.55	$5.50	$0.50	$0.00	$2.00	$0.00	$0.15	$0.00	$37.22	$47.48
Apprentice	**Percent**	**BHR**										
0 to 1000 Hrs	60.000000	$15.55	$8.55	$5.50	$0.50	$0.00	$2.00	$0.00	$0.15	$0.00	$32.25	$40.03
1001 to 2000 Hrs	70.000000	$18.14	$8.55	$5.50	$0.50	$0.00	$2.00	$0.00	$0.15	$0.00	$34.84	$43.92
2001 to 3000 Hrs	80.000000	$20.74	$8.55	$5.50	$0.50	$0.00	$2.00	$0.00	$0.15	$0.00	$37.44	$47.80
3001 to 4000 Hrs	90.000000	$23.33	$8.55	$5.50	$0.50	$0.00	$2.00	$0.00	$0.15	$0.00	$40.03	$51.69

Special Calculation Note

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

Ratio

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note)

Belmont

Special Jurisdictional Note

Details

Classification Description: Group 1 - Asbestos Worker, Hazard Waste Worker, Lead Based Paint Removal Labor Group 2 - Blacksmith, Air Track Operator, Pipe Layer (Includes Laser Beam Set-Up), Burner, Powder-Man. Powderman on concrete pump hose, Powderman Helper, Semi-Skilled Laborer, Scaffold Builders, Chainmen & Rod Men, Grade Checker, Signal Man, Brick Masons Tender, Plasterers Tender, Cement Finishers Tender, Stone Mason Tender, Lathers Tender, Tile Setters Tender, Mortar Mixer, Jackhammer Operator, Laborer Operating Forklift, Laborer Operating Bobcat, Vibrator Operator, Tamper Operator, Pavement Buster Operator, Chipping & Peening Hammer Operator, Air Siphon & Air Pump Operator, Riprap Finisher, Concrete Specialist, Concrete Saw Operator, Concrete Technician, Power Saw Operator, Chain Saw Operator, Motorized Buggy Operator, Pipe Layers Helper, Drill Operators Helper, Sheeters and Sharers, Post Hole Digger Operator, Asphalt Rakers, Lance and/or Water Blasters, Concrete Raker. Blacksmith Helper, Batch House Scale Operator, Men Working with Acid Brick, Men Working with Acid. Men Working with Creosote, Men Working with Mastic Asphalt, Nozzlemen for Gunnite or Sandblasting, Demolition Worker – (Demolition shall mean only a worker employed on a project to assist in razing a structure in total or which requires all supported floors to be removed in their entirety), Ride or Walk Roller Tamper, Deep Ditch & Manholes - Vertical-6 ft. or more, Scaffolding Work over 50 ft. - (inside or outside), Laborer, Carpenter Tender, Flagman, Water Boy, Tool Room Attendant, Fire Watch, Landscape Laborer, Watchman, Basic Drone Operator (excluding engineer and technical survey applications), CDL Driver, Solar Panel Installer, Transmission/Fiberoptic Line Worker

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Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Operating Engineers - Building Local 18 - Zone III	LCN01-2026ib	Operating Engineer	05/01/2026	04/29/2026

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	**BHR**											
Operator Group A	$47.29		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$64.74	$88.39
Operator Group B	$47.17		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$64.62	$88.20
Operator Group C	$46.13		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$63.58	$86.65
Operator Group D	$44.95		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$62.40	$84.88
Operator Group E	$39.49		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$56.94	$76.69
Master Mechanic	$48.29		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$65.74	$89.89
Lift Director	$48.29		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$65.74	$89.89
Cranes & Mobile Concrete Pumps 150'-180'	$47.79		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$65.24	$89.14
Cranes & Mobile Concrete Pumps 180'-249'	$48.29		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$65.74	$89.89
Cranes & Mobile Concrete Pumps 249' and over	$48.54		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$65.99	$90.26
Apprentice	**Percent**	**BHR**										
1st Year	50.020000	$23.65	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$41.10	$52.92
2nd Year	60.000000	$28.37	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$45.82	$60.00
3rd Year	70.000000	$33.10	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$50.55	$67.10
4th Year	80.000000	$37.83	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$55.28	$74.19
Field Mechanic Trainee												
1st Year	60.000000	$28.37	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.00	$45.72	$59.91
2nd Year	70.000000	$33.10	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.00	$50.45	$67.00
3rd Year	80.000000	$37.83	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.00	$55.18	$74.09
4th Year	90.000000	$42.56	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.00	$59.91	$81.19

Special Calculation Note

Other: Education & Safety
Misc: National Training

Note: There will be a 10% increase for the apprentices on top of the percentages listed above provided they are operating mobile equipment.

Ratio

For every (3) Operating Engineer Journeymen employed by the company there may be employed (1) Registered Apprentice or trainee Engineer through the referral when they are available. An apprenice, while employed as part of a crew per Article VIII, paragraph 77, will not be subject to the apprenticeship ratios in this collective bargaining agreement

Jurisdiction (* denotes special jurisdictional note)

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, Jackson, Jefferson, Knox, Lawrence, Licking, Logan, Madison, Marion, Meigs, Mercer, Miami, Monroe, Montgomery, Morgan, Morrow, Muskingum, Noble, Ottawa, Paulding, Perry, Pickaway, Pike, Preble, Putnam, Richland, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Tuscarawas, Union, Van Wert, Vinton, Warren, Washington, Wayne, Williams, Wyandot

Special Jurisdictional Note

Details

Group A- Barrier Moving Machines; Boiler Operators or Compressor Operators, when compressor or boiler is mounted on crane (Piggyback Operation); Boom Trucks (all types); Cableways Cherry Pickers; Combination - Concrete Mixers & Towers; All Concrete Pumps with Booms; Cranes (all types); Compact Cranes, track or rubber over 4,000 pounds capacity; Cranes self-erecting, stationary, track or truck (all configurations); Derricks (all types); Draglines; Dredges (dipper, clam or suction) 3-man crew; Elevating Graders or Euclid Loaders; Floating Equipment; Forklift (rough terrain with winch/hoist); Gradalls; Helicopter Operators, hoisting building materials; Helicopter Winch Operators, Hoisting building materials; Hoes (All types); Hoists (with two or more drums in use); Horizonal Directional Drill; Hydraulic Gantry (lift system); Laser Finishing Machines; Laser Screed and like equipment; Lift Slab or Panel Jack Operators; Locomotives (all types); Maintenance Operator/Technician(Mechanic Operator/Technician and/or Welder); Mixers, paving (multiple drum); Mobile Concrete Pumps, with booms; Panelboards, (all types on site); Pile Drivers; Power Shovels; Prentice Loader; Rail Tamper (with automatic lifting and aligning device); Rotary Drills (all), used on caissons for foundations and sub-structure; Side Booms; Slip Form Pavers; Straddle Carriers (Building Construction on site); Trench Machines (over 24" wide); Tug Boats.

Group B - Articulating/end dumps (minus $4.00/hour from Group B rate); Asphalt Pavers; Bobcat-type and/or skid steer loader with hoe attachment greater than 7000 lbs.; Bulldozers; CMI type Equipment; Concrete Saw, Vermeer-type; Endloaders; Hydro Milling Machine; Kolman-type Loaders (Dirt Loading); Lead Greasemen; Mucking Machines; Pettibone-Rail Equipment; Power Graders; Power Scoops; Power Scrapers; Push Cats;, Rotomills (all), grinders and planers of all types.

Group C - A-Frames; Air Compressors, Pressurizing Shafts or Tunnels; All Asphalt Rollers; Bobcat-type and/or Skid Steer Loader with or without attachments; Boilers (15 lbs. pressure and over); All Concrete Pumps (without booms with 5 inch system); Fork Lifts (except masonry); Highway Drills - all types (with integral power); Hoists (with one drum); House Elevators (except those automatic call button controlled), Buck Hoists, Transport Platforms, Construction Elevators; Hydro Vac/Excavator (when a second person is needed, the rate of pay will be "Class E"); Man Lifts; Material hoist/elevators; Mud Jacks; Pressure Grouting; Pump Operators (installing or operating Well Points or other types of Dewatering Systems); Pumps (4 inches and over discharge); Railroad Tie (Inserter/Remover); Rotovator (Lime-Soil Stabilizer); Submersible Pumps (4"and over discharge); Switch & Tie Tampers (without lifting and aligning device); Trench Machines (24" and under); Utility Operators.

Group D - Backfillers and Tampers; Ballast Re-locator; Batch Plant Operators; Bar and Joint Installing Machines; Bull Floats; Burlap and Curing Machines; Clefplanes; Compressors, on building construction; Concrete Mixers, more than one bag capacity; Concrete Mixers, one bag capacity (side loaders); All Concrete Pumps (without boom with 4" or smaller system); Concrete Spreader; Conveyors, used for handling building materials; Crushers; Deckhands; Drum Fireman (in asphalt plants); Farm type tractors pulling attachments; Finishing Machines; Form Trenchers; Generators: Gunite Machines; Hydro-seeders; Pavement Breakers (hydraulic or cable); Post Drivers; Post Hole Diggers; Pressure Pumps (over 1/2") discharge); Road Widening Trenchers; Rollers (except asphalt); Self-propelled sub-graders; Shotcrete Machines; Tire Repairmen; Tractors, pulling sheepsfoot post roller or grader; VAC/ALLS; Vibratory Compactors, with integral power; Welders.

Group E – Allen Screed Paver (concrete); Boilers (less than 15 lbs. pressure); Cranes-Compact, track or rubber (under 4,000 pounds capacity); Directional Drill "Locator"; Fueling and greasing +$3.00; Inboard/outboard Motor Boat Launches; Light Plant Operators; Masonry Fork Lifts; Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalperson, Submersible Pumps (under 4" discharge).

Master Mechanics - Master Mechanic

Cranes 150' – 180' - Boom & Jib 150 - 180 feet Cranes 180' – 249' - Boom & Jib 180 - 249 feet Cranes 250' and over - Boom & Jib 250 feet or over

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Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Operating Engineers - HevHwy Zone II	LCN01-2026ib	Operating Engineer	05/01/2026	04/29/2026

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	**BHR**											
Operator Class A	$47.29		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$64.74	$88.39
Operator Class B	$47.17		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$64.62	$88.20
Operator Class C	$46.13		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$63.58	$86.65
Operator Class D	$44.95		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$62.40	$84.88
Operator Class E	$39.49		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$56.94	$76.69
Master Mechanic	$48.29		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$65.74	$89.89
Lift Director	$48.29		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$65.74	$89.89
Crane and Mobile Concrete Pump 150' - 179'	$47.79		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$65.24	$89.14
Crane and Mobile Concrete Pump 180' - 249'	$48.29		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$65.74	$89.89
Crane and Mobile Concrete Pump 250' and Ove	$48.54		$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$65.99	$90.26
Apprentice	**Percent**	**BHR**										
1st Year	50.000000	$23.64	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$41.09	$52.91
2nd Year	60.000000	$28.37	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$45.82	$60.00
3rd Year	70.000000	$33.10	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$50.55	$67.10
4th Year	80.000000	$37.83	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.10	$55.28	$74.19
Field Mech Trainee												
1st year	60.000000	$28.37	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.00	$45.72	$59.91
2nd year	70.000000	$33.10	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.00	$50.45	$67.00
3rd year	80.000000	$37.83	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.00	$55.18	$74.09
4th year	90.000000	$42.56	$10.01	$6.25	$1.00	$0.00	$0.00	$0.09	$0.00	$0.00	$59.91	$81.19

Special Calculation Note

Other: Education & Safety Fund
Misc: National Training

**Apprentices wilt receive a 10% increase on top of the percentages listed above provided they are operating mobile equipment.

Ratio

For every (3) Operating Engineer Journeymen employed by the company, there may be employed (1) Registered Apprentice or Trainee Engineer through the referral when they are available. An Apprentice, while employed as part of a crew per Article VIII, paragraph 68 will not be subject to the apprenticeship ratios in this collective bargaining agreement

Jurisdiction (* denotes special jurisdictional note)

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

Special Jurisdictional Note

Details

Class A - Air Compressors on Steel Erection; Asphalt Plant Engineers (Cleveland District Only); Barrier Moving Machine; Boiler Operators, Compressor Operators, or Generators, when mounted on a rig; Boom Trucks (all types); Cableways; Cherry Pickers; Combination- Concrete Mixers & Towers; Concrete Plants (over 4 yd capacity); Concrete Pumps; Cranes (all types); Compact Cranes track or rubber over 4,000 pounds capacity; Cranes self-erecting stationary, track or truck; Derricks (all types); Draglines; Dredges dipper, clam or suction; Elevating Graders or Euclid Loaders; Floating Equipment (all types); Gradalls; Helicopter Crew (Operator- hoist or winch); Hoes (all types); Hoisting Engines; Hoisting Engines, on shaft or tunnel work; Hydraulic Gantry (lifting system); Industrial-type Tractors; Jet Engine Dryer (D8 or D9) diesel Tractors; Locomotives (standard gauge); Maintenance Operators/Technicians (class A); Mixers, paving (single or double drum); Mucking Machines; Multiple Scrapers; Piledriving Machines (all types); Power Shovels, Prentice Loader; Quad 9 (double pusher); Rail Tamper (with automatic lifting and aligning device); Refrigerating Machines (freezer operation); Rotary Drills, on caisson work; Rough Terrain Fork Lift with winch/hoist; Side Booms; Slip Form Pavers; Survey Crew Party Chiefs; Tower Derricks; Tree Shredders; Trench Machines (over 24" wide); Truck Mounted Concrete Pumps; Tug Boats; Tunnel Machines and /or Mining Machines; Wheel Excavators.

Class B - Asphalt Pavers; Automatic Subgrade Machines, self-propelled (CMI-type); Bobcat-type and /or Skid Steer Loader with hoe attachment greater than 7000 lbs.; Boring Machine Operators (more than 48 inches); Bulldozers; Concrete Saws, Vermeer type; Endloaders; Horizontal Directional Drill (50,000 ft. lbs. thrust and over); Hydro Milling Machine; Kolman-type Loaders (production type-dirt); Lead Greasemen; Lighting and Traffic Signal Installation Equipment includes all groups or classifications; Maintenance Operators/Technicians, Class B; Material Transfer Equipment (shuttle buggy) Asphalt; Pettibone-Rail Equipment; Power Graders; Power Scrapers; Push Cats; Rotomills (all), Grinders and Planners of all types, Groovers (excluding walk-behinds); Trench Machines (24 inch wide and under).

Class C - A-Frames; Air Compressors, on tunnel work (low Pressure); Articulating/straight bed end dumps if assigned (minus $4.00 per hour); Asphalt Plant Engineers (Portage and Summit Counties only); Bobcat-type and/or skid steer loader with or without attachments; Drones; Highway Drills (all types); HydroVac/Excavator (when a second person is needed, the rate of pay will be "Class E"); Locomotives (narrow gauge); Material Hoist/Elevators; Mixers, concrete (more than one bag capacity); Mixers, one bag capacity (side loader); Power Boilers (over 15 lbs. pressure); Pump Operators (installing or operating well Points); Pumps (4 inch and over discharge); Railroad Tie Inserter/Remover; Rollers, Asphalt; Rotovator (lime-soil Stabilizer); Switch & Tie Tampers (without lifting and aligning device); Utilities Operators, (small equipment); Welding Machines and Generators.

Class D – Backfillers and Tampers; Ballast Re-locator; Bar and Joint Installing Machines; Batch Plant Operators; Boring Machine Operators (48 inch or less); Bull Floats; Burlap and Curing Machines; Concrete Plants (capacity 4 yds. and under); Concrete Saws (multiple); Conveyors (highway); Crushers; Deckhands; Farm type tractors, with attachments (highway); Finishing Machines; Firemen, Floating Equipment (all types); Fork Lifts (highway), except masonry; Form Trenchers; Hydro Hammers; Hydro Seeders; Pavement Breakers (hydraulic or cable); Plant Mixers; Post Drivers; Post Hole Diggers; Power Brush Burners; Power Form Handling Equipment; Road Widening Trenchers; Rollers (brick, grade, macadam); Self-Propelled Power Spreaders; Self-Propelled Sub-Graders; Steam Firemen; Survey Instrument men; Tractors, pulling sheepsfoot rollers or graders; Vibratory Compactors, with integral power.

Class E - Compressors (portable, Sewer, Heavy and Highway); Cranes-Compact, track or rubber under 4,000 pound capacity; Drum Firemen (asphalt plant); Fueling and greasing (Primary Operator with Specialized CDL Endorsement Add $3.00/hr); Generators; Inboard-Outboard Motor Boat Launches; Masonry Fork Lifts; Oil Heaters (asphalt plant); Oilers/Helpers; Power Driven Heaters (oil fired); Power Scrubbers; Power Sweepers; Pumps (under 4 inch discharge); Signalperson; Survey Rodmen or Chairmen; Tire Repairmen; VAC/ALLS.

Master Mechanic - Master Mechanic

Cranes and Mobile Concrete Pumps 150' -179' - Boom & Jib 150 - 179 feet Cranes and Mobile Concrete Pumps 180' - 249' - Boom & Jib 180 - 249 feet Cranes and Mobile Concrete Pumps 250' and over - Boom & Jib 250 feet or over

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Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Painter Local 438 Bridge Painter	LCN01-2025ib	Painter	12/03/2025	12/03/2025

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	**BHR**											
Painter Bridge	$37.67		$6.80	$9.83	$1.05	$0.00	$2.20	$0.10	$0.00	$0.00	$57.65	$76.48
Apprentice	**Percent**	**BHR**										
1st Period 0-750 Hours	60.000000	$22.60	$6.80	$4.49	$1.05	$0.00	$0.86	$0.10	$0.00	$0.00	$35.90	$47.20
2nd Period 751-1500 Hours	65.000000	$24.49	$6.80	$4.49	$1.05	$0.00	$0.86	$0.10	$0.00	$0.00	$37.79	$50.03
3rd Period 1501-2250 Hours	70.000000	$26.37	$6.80	$4.49	$1.05	$0.00	$0.86	$0.10	$0.00	$0.00	$39.67	$52.85
4th Period 2251-3000 hours	75.000000	$28.25	$6.80	$4.49	$1.05	$0.00	$0.86	$0.10	$0.00	$0.00	$41.55	$55.67
5th Period 3001-3750 Hours	80.000000	$30.14	$6.80	$4.49	$1.05	$0.00	$0.86	$0.10	$0.00	$0.00	$43.44	$58.51
6th Period 3751-4500 Hours	85.000000	$32.02	$6.80	$4.49	$1.05	$0.00	$0.86	$0.10	$0.00	$0.00	$45.32	$61.33
7th Period 4501-5250 Hours	90.000000	$33.90	$6.80	$4.49	$1.05	$0.00	$0.86	$0.10	$0.00	$0.00	$47.20	$64.15
8th Period 5251-6000 Hours	95.000000	$35.79	$6.80	$4.49	$1.05	$0.00	$0.86	$0.10	$0.00	$0.00	$49.09	$66.98

Special Calculation Note

Other: Drug & Education

Ratio

4 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note)

Belmont, Harrison, Jefferson

Special Jurisdictional Note

Details

An Official State of Ohio site. Here's how you know

Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Painter Local 438 Commercial & Industrial	LCN01-2025ib	Painter	12/03/2025	12/03/2025

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	**BHR**											
Painter Brush Roll	$31.51		$6.80	$9.83	$1.05	$0.00	$2.20	$0.10	$0.00	$0.00	$51.49	$67.25
Drywall Finisher	$31.51		$6.80	$9.83	$1.05	$0.00	$2.20	$0.10	$0.00	$0.00	$51.49	$67.25
Wall Cover	$31.51		$6.80	$9.83	$1.05	$0.00	$2.20	$0.10	$0.00	$0.00	$51.49	$67.25
Dryvit	$31.51		$6.80	$9.83	$1.05	$0.00	$2.20	$0.10	$0.00	$0.00	$51.49	$67.25
Stucco	$31.51		$6.80	$9.83	$1.05	$0.00	$2.20	$0.10	$0.00	$0.00	$51.49	$67.25
INDUSTRIAL	$34.52		$6.80	$9.83	$1.05	$0.00	$2.20	$0.10	$0.00	$0.00	$54.50	$71.76
Power Generating	$34.52		$6.80	$9.83	$1.05	$0.00	$2.20	$0.10	$0.00	$0.00	$54.50	$71.76
Water Treatment/ Waste Water	$34.52		$6.80	$9.83	$1.05	$0.00	$2.20	$0.10	$0.00	$0.00	$54.50	$71.76
Painter Apprentice	**Percent**	**BHR**										
0 - 1000 hrs	60.000000	$18.91	$6.80	$4.49	$1.05	$0.00	$0.86	$0.10	$0.00	$0.00	$32.21	$41.66
1001-2000 hrs	70.000000	$22.06	$6.80	$4.49	$1.05	$0.00	$0.86	$0.10	$0.00	$0.00	$35.36	$46.39
2001-3000 hrs	75.000000	$23.63	$6.80	$4.49	$1.05	$0.00	$0.86	$0.10	$0.00	$0.00	$36.93	$48.74
3001-4000 hrs	80.000000	$25.21	$6.80	$4.49	$1.05	$0.00	$0.86	$0.10	$0.00	$0.00	$38.51	$51.11
4001-5000 hrs	85.000000	$26.78	$6.80	$4.49	$1.05	$0.00	$0.86	$0.10	$0.00	$0.00	$40.08	$53.47
5001-6000 hrs	90.000000	$28.36	$6.80	$4.49	$1.05	$0.00	$0.86	$0.10	$0.00	$0.00	$41.66	$55.84

Special Calculation Note

Other is Drug Education

Apprentice Rate is based upon Commercial Rate calculation. Please adjust accordingly for Industrial.

Industrial Apprentices:
0-750 Hours - 60% Pay Scale
751-1500 Hours - 65% Pay Scale
1501-2250 Hours - 70% Pay Scale
2251-3000 Hours - 75% Pay Scale
3001-3750 Hours - 80% Pay Scale
3751-4500 Hours - 85% Pay Scale
4501-5250 Hours - 90% Pay Scale
5251-6000 Hours - 95% Pay Scale

Ratio

4 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note)

Belmont, Harrison, Jefferson

Special Jurisdictional Note

Details

Commercial Work but not limited to: all painting, coatings, drywall finishing, and wall covering performed on all commercial structures, water and sewer treatment facilities, and all new and existing steel prefabricated buildings, and office facilities within the confines of a plant not used for manufacturing purposes, also applies to all water storage tanks.

Industrial Work but not limited to: all work done within the confines of a manufacturing plant, mining facility, on all skelton steel structures, storage tanks of any kind and plant work.

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Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Painter Local 639 Sign and Display	LCN01-2025ib	Painter	06/18/2025	06/18/2025

Wage Rates

		Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
		H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	BHR										
Top Mechanic Class A	$27.53	$4.50	$0.00	$0.00	$0.00	$0.00	$1.45	$0.00	$0.00	$33.48	$47.25
Top Mechanic Class B	$27.53	$4.50	$0.75	$0.00	$0.53	$0.00	$1.45	$0.00	$0.00	$34.76	$48.53
Top Helper Class A	$22.33	$4.50	$0.00	$0.00	$0.00	$0.00	$1.20	$0.00	$0.00	$28.03	$39.20
Top Helper Class B	$22.33	$4.50	$0.75	$0.00	$0.43	$0.00	$1.20	$0.00	$0.00	$29.21	$40.38
Helper Class A	$17.19	$4.50	$0.00	$0.00	$0.00	$0.00	$0.90	$0.00	$0.00	$22.59	$31.19
Helper Class B	$17.19	$4.50	$0.75	$0.00	$0.30	$0.00	$0.90	$0.00	$0.00	$23.64	$32.24
New Hire (90 Days)	$15.75	$4.50	$0.00	$0.00	$0.00	$0.00	$0.55	$0.00	$0.00	$20.80	$28.68

Special Calculation Note

Other: Sick, Personal & Holiday Pay Swing Stage Rate: Employees shall receive a differential of $1.50 per hour for all hours worked on scaffolds four sections or higher, including any boom lifts and swing stage scaffolds. In addition, the rigging and derigging of hanging/suspended swing stage systems and rappelling/bolson chair work of a single employee will qualify for $1.50 differential, will be paid to a single lead Top Mechanic or single lead Top Helper on any given swing stage job, even when it includes multiple running rigs on a single jobsite.

Ratio

Jurisdiction (* denotes special jurisdictional note)

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

Special Jurisdictional Note

Details

The work performed by employees covered by this rate shall include cleaning and refinishing of architectural metals using chemicals, solvents, coatings and hand-applied lacquer thinner, removing scratches from mirror finished metals, burnishing of bronze, statuary finishes on exterior and interior surfaces during the course of the restoration and maintenance of architectural metals, and other specialty metal finishing work, and the use of all tools required to perform such work, including but not limited to polishes, spray equipment and scaffolding. Class A: Less Than 1 Year of Service Class B: More Than 1 Year of Service Top Mechanic: Top Mechanic shall be responsible for ensuring the highest quality of workmanship by Helpers, and be highly competent and knowledgeable in the following areas: coatings, both solvent and waterborne, spraying ability, stainless steel, aluminum and bronze finishing, scaffolding and swing stage work. The Top Mechanic shall also be responsible for providing necessary training of employees in lower classifications and for directing all employees in his/her crew to perform their responsibilities in a productive and efficient manner. Top Helper: For existing Top Helpers at the time of this Agreement shall, in addition to performing the responsibilities of a Helper, be responsible and accountable for the setup, breakdown, safety and quality of the Company's product. Helper: A Helper shall be responsible for performing tasks in refinishing, compliance with safety procedures, setting up and breaking down job sites, setting up and breaking down scaffolding and swing stages, preparing surfaces for refinishing, including but not limited to masking and stripping, cleaning, oxidizing, polishing and scratch removal on various finishes.

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Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Plumber Pipefitter Local 83 Building Trades	LCN01-2025ib	Plumber Pipefitter	08/06/2025	08/06/2025

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	**BHR**											
Plumber Pipefitter	$38.04		$12.68	$8.90	$0.87	$8.50	$8.67	$0.10	$0.00	$0.00	$77.76	$96.78
Apprentice	**Percent**	**BHR**										
1st 6 months	45.000000	$17.12	$12.68	$4.01	$0.87	$3.83	$3.90	$0.10	$0.00	$0.00	$42.51	$51.07
2nd 6 months	50.000000	$19.02	$12.68	$4.45	$0.87	$4.25	$4.34	$0.10	$0.00	$0.00	$45.71	$55.22
3rd 6 months	55.000000	$20.92	$12.68	$4.90	$0.87	$4.68	$4.77	$0.10	$0.00	$0.00	$48.92	$59.38
4th 6 months	60.000000	$22.82	$12.68	$5.34	$0.87	$5.10	$5.20	$0.10	$0.00	$0.00	$52.11	$63.52
5th 6 months	65.000000	$24.73	$12.68	$5.79	$0.87	$5.53	$5.64	$0.10	$0.00	$0.00	$55.34	$67.70
6th 6 months	70.000000	$26.63	$12.68	$6.23	$0.87	$5.95	$6.07	$0.10	$0.00	$0.00	$58.53	$71.84
7th 6 months	75.000000	$28.53	$12.68	$6.68	$0.87	$6.38	$6.50	$0.10	$0.00	$0.00	$61.74	$76.00
8th 6 months	80.000000	$30.43	$12.68	$7.12	$0.87	$6.80	$6.94	$0.10	$0.00	$0.00	$64.94	$80.16
9th 6 months	85.000000	$32.33	$12.68	$7.57	$0.87	$7.23	$7.37	$0.10	$0.00	$0.00	$68.15	$84.31
10th 6 months	90.000000	$34.24	$12.68	$8.01	$0.87	$7.65	$7.65	$0.10	$0.00	$0.00	$71.20	$88.32

Special Calculation Note

Other is for International Training Fund

Ratio

2 Journeymen to 1 Apprentice
5 Journeymen to 2 Apprentice
10 Journeymen to 3 Apprentice
15 Journeymen to 4 Apprentice
20 Journeymen to 5 Apprentice

Jurisdiction (* denotes special jurisdictional note)

Belmont, Jefferson*, Monroe*

Special Jurisdictional Note

Jefferson County: all area south of SR 150 from the Ohio River to the east and the point of merger with SR 250 to the county line of Jefferson and Harrison County to the west
Monroe County: north of SR 78 east to the Ohio River and West to the county line.

Details

BUILDING TRADES WORK: shall be defined as follows: Any and all work in a plant that is in the process of manufacturing a product for the market; that is, chemical plants, steel mills, pilot plants, chemical laboratories, compressor stations and bulk storage plants, etc.

GENERAL COMMERCIAL WORK: shall be defined as follows: any non-industrial, non-residential mechanical project.

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Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Plumber Pipefitter Local 83 Commercial	LCN01-2025ib	Plumber Pipefitter	08/06/2025	08/06/2025

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	**BHR**											
Plumber Pipefitter	$33.30		$12.68	$8.90	$0.87	$8.50	$8.67	$0.10	$0.00	$0.00	$73.02	$89.67
Apprentice	**Percent**	**BHR**										
1st 6 months	45.020000	$14.99	$12.68	$4.01	$0.87	$3.83	$3.90	$0.10	$0.00	$0.00	$40.38	$47.88
2nd 6 months	50.000000	$16.65	$12.68	$4.45	$0.87	$4.25	$4.34	$0.10	$0.00	$0.00	$43.34	$51.66
3rd 6 months	55.000000	$18.32	$12.68	$4.90	$0.87	$4.68	$4.77	$0.10	$0.00	$0.00	$46.32	$55.48
4th 6 months	60.000000	$19.98	$12.68	$5.34	$0.87	$5.10	$5.20	$0.10	$0.00	$0.00	$49.27	$59.26
5th 6 months	65.020000	$21.65	$12.68	$5.79	$0.87	$5.53	$5.64	$0.10	$0.00	$0.00	$52.26	$63.08
6th 6 months	70.000000	$23.31	$12.68	$6.23	$0.87	$5.95	$6.07	$0.10	$0.00	$0.00	$55.21	$66.86
7th 6 months	75.020000	$24.98	$12.68	$6.68	$0.87	$6.38	$6.50	$0.10	$0.00	$0.00	$58.19	$70.68
8th 6 months	80.000000	$26.64	$12.68	$7.12	$0.87	$6.80	$6.94	$0.10	$0.00	$0.00	$61.15	$74.47
9th 6 months	85.020000	$28.31	$12.68	$7.57	$0.87	$7.23	$7.37	$0.10	$0.00	$0.00	$64.13	$78.28
10th 6 months	90.000000	$29.97	$12.68	$8.01	$0.87	$7.65	$7.80	$0.10	$0.00	$0.00	$67.08	$82.06

Special Calculation Note

Other is for International Training Fund.

Ratio

2 Journeymen to 1 Apprentice
5 Journeymen to 2 Apprentice
10 Journeymen to 3 Apprentice
15 Journeymen to 4 Apprentice
20 Journeymen to 5 Apprentice

Jurisdiction (* denotes special jurisdictional note)

Belmont, Jefferson*, Monroe*

Special Jurisdictional Note

Jefferson County: all area south of SR 150 from the Ohio River to the east and the point of merger with SR 250 to the county line of Jefferson and Harrison County to the west
Monroe County: north of SR 78 east to the Ohio River and West to the county line.

Details

BUILDING TRADES WORK: shall be defined as follows: Any and all work in a plant that is in the process of manufacturing a product for the market; that is, chemical plants, steel mills, pilot plants, chemical laboratories, compressor stations and bulk storage plants, etc.

GENERAL COMMERCIAL WORK: shall be defined as follows: any non-industrial, non-residential mechanical project.

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Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Roofer Local 188	LCN01-2023ib	Roofer	02/15/2023	02/15/2023

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	**BHR**											
Roofer	$29.73		$11.15	$6.63	$0.10	$0.00	$0.00	$0.05	$0.00	$0.00	$47.66	$62.53
Apprentice Starting After 6/30/01	**Percent**	**BHR**										
0-499 hrs	55.000000	$16.35	$11.15	$3.98	$0.10	$0.00	$0.00	$0.05	$0.00	$0.00	$31.63	$39.81
500-999 hrs	60.000000	$17.84	$11.15	$3.98	$0.10	$0.00	$0.00	$0.05	$0.00	$0.00	$33.12	$42.04
1000-1999 hrs	65.000000	$19.32	$11.15	$3.98	$0.10	$0.00	$0.00	$0.05	$0.00	$0.00	$34.60	$44.27
2000-2999 hrs	70.000000	$20.81	$11.15	$3.98	$0.10	$0.00	$0.00	$0.05	$0.00	$0.00	$36.09	$46.50
3000-3999 hrs	75.000000	$22.30	$11.15	$3.98	$0.10	$0.00	$0.00	$0.05	$0.00	$0.00	$37.58	$48.73
4000-4999 hrs	80.000000	$23.78	$11.15	$3.98	$0.10	$0.00	$0.00	$0.05	$0.00	$0.00	$39.06	$50.96
5000-5999 hrs	90.000000	$26.76	$11.15	$3.98	$0.10	$0.00	$0.00	$0.05	$0.00	$0.00	$42.04	$55.42

Special Calculation Note

OTHER is for Research & Development ($0.03) and "Fit For" ($0.02). NO Pre-Apprentice shall work unless all Journeymen and Registered Apprentices, Regularly employed throughout the year are working

Ratio

2 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note)

Belmont, Guernsey, Harrison, Jefferson, Monroe, Muskingum

Special Jurisdictional Note

Details

An Official State of Ohio site. Here's how you know

Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Sheet Metal Local 33 (Wheeling)	LCN01-2025ib	Sheet Metal Worker	09/10/2025	09/10/2025

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	**BHR**											
Sheet Metal Worker	$36.82		$10.44	$12.90	$1.02	$0.00	$6.05	$1.85	$0.00	$0.00	$69.08	$87.49
Apprentice	**Percent**	**BHR**										
1st year	55.000000	$20.25	$10.44	$3.47	$1.02	$0.00	$0.00	$0.96	$0.00	$0.00	$36.14	$46.27
2nd year	60.000000	$22.09	$10.44	$4.71	$1.02	$0.00	$3.03	$1.13	$0.00	$0.00	$42.42	$53.46
3rd year	70.000000	$25.77	$10.44	$7.23	$1.02	$0.00	$3.03	$1.13	$0.00	$0.00	$48.62	$61.51
4th year	80.000000	$29.46	$10.44	$7.23	$1.02	$0.00	$3.03	$1.13	$0.00	$0.00	$52.31	$67.04

Special Calculation Note

OTHER IS: SUPPLEMENTAL UNEMPLOYMENT BENEFITS

Ratio

1 Journeyman to 2 Apprentices
2 Journeymen to 4 Apprentices
3 Journeymen to 6 Apprentices
4 Journeymen to 8 Apprentices
(up to 20 Journeymen and then 3 Journeymen to 1 Apprentice thereafter (with a maximum of 20 apprentices))

Jurisdiction (* denotes special jurisdictional note)

Belmont, Harrison, Jefferson, Monroe

Special Jurisdictional Note

Details

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Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Sprinkler Fitter Local 669	LCR01-2025ib	Sprinkler Fitter	08/06/2025	08/06/2025

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	**BHR**											
Sprinkler Fitter	$48.28		$12.40	$7.40	$0.54	$0.00	$7.74	$0.00	$0.00	$0.00	$76.36	$100.50
Apprentice	**Percent**	**BHR**										
CLASS 1	50.000000	$24.14	$9.03	$0.00	$0.54	$0.00	$0.00	$0.00	$0.00	$0.00	$33.71	$45.78
CLASS 2	56.000000	$27.04	$9.03	$0.00	$0.54	$0.00	$0.00	$0.00	$0.00	$0.00	$36.61	$50.13
CLASS 3	61.000000	$29.45	$12.40	$7.40	$0.54	$0.00	$1.15	$0.00	$0.00	$0.00	$50.94	$65.66
CLASS 4	65.000000	$31.38	$12.40	$7.40	$0.54	$0.00	$1.15	$0.00	$0.00	$0.00	$52.87	$68.56
CLASS 5	69.000000	$33.31	$12.40	$7.40	$0.54	$0.00	$1.40	$0.00	$0.00	$0.00	$55.05	$71.70
CLASS 6	75.000000	$36.21	$12.40	$7.40	$0.54	$0.00	$1.40	$0.00	$0.00	$0.00	$57.95	$76.05
CLASS 7	79.000000	$38.14	$12.40	$7.40	$0.54	$0.00	$1.40	$0.00	$0.00	$0.00	$59.88	$78.95
CLASS 8	84.000000	$40.56	$12.40	$7.40	$0.54	$0.00	$1.40	$0.00	$0.00	$0.00	$62.30	$82.58
CLASS 9	89.000000	$42.97	$12.40	$7.40	$0.54	$0.00	$1.40	$0.00	$0.00	$0.00	$64.71	$86.19
CLASS 10	93.000000	$44.90	$12.40	$7.40	$0.54	$0.00	$1.40	$0.00	$0.00	$0.00	$66.64	$89.09

Special Calculation Note

Ratio

1 Journeyman to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note)

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

Special Jurisdictional Note

Details

Sprinkler Fitter work shall consist of the installation, dismantling, maintenance, repairs, adjustments, and corrections of all fire protection and fire control systems including the unloading, handling by hand, power equipment and installation of all piping or tubing, appurtenances and equipment pertaining thereto, including both overhead and underground water mains, fire hydrants and hydrant mains, standpipes and hose connections to sprinkler systems used in connection with sprinkler and alarm systems. Also all tanks and pumps connected thereto, also included shall be CO-2 and Cardox Systems, Dry Chemical Systems, Foam Systems and all other fire protection systems.

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Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Truck Driver Locals 20,40,92,100,175,284,348,377,637,697, 908,957 - Bldg & HevHwy Class 1	LCN01-2026ib	Truck Driver	05/01/2026	04/29/2026

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	**BHR**											
Truck Driver CLASS 1	$34.90		$10.75	$9.60	$0.50	$0.00	$0.00	$0.00	$0.00	$0.00	$55.75	$73.20
Apprentice	**Percent**	**BHR**										
First 6 months	80.000000	$27.92	$10.75	$9.60	$0.50	$0.00	$0.00	$0.00	$0.00	$0.00	$48.77	$62.73
7-12 months	85.020000	$29.67	$10.75	$9.60	$0.50	$0.00	$0.00	$0.00	$0.00	$0.00	$50.52	$65.36
13-18 months	90.000000	$31.41	$10.75	$9.60	$0.50	$0.00	$0.00	$0.00	$0.00	$0.00	$52.26	$67.97
19-24 months	95.020000	$33.16	$10.75	$9.60	$0.50	$0.00	$0.00	$0.00	$0.00	$0.00	$54.01	$70.59
25-30 months	100.000000	$34.90	$10.75	$9.60	$0.50	$0.00	$0.00	$0.00	$0.00	$0.00	$55.75	$73.20

Special Calculation Note

Ratio

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note)

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

Special Jurisdictional Note

Details

CLASS 1: Drivers on trucks, including but not limited to: 4-wheel service trucks; 4-wheel dump trucks; batch trucks; drivers on tandems; truck sweepers (not to include power sweepers and scrubbers) Drivers on tractor – trailer combinations including but not limited to the following: Semi-tractor trucks; pole trailers; ready-mix trucks; fuel trucks; all trucks five (5) axle and over; drivers on belly dumps; truck mechanics (when needed).

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Prevailing Wage Rates - Skilled Crafts

Details

Union	Change#	Craft	Effective Date	Posted Date
Truck Driver Locals 20,40,92,100,175,284,348,377,637,697, 908,957 - Bldg & HevHwy Class 2	LCN01-2026ib	Truck Driver	05/01/2026	04/29/2026

Wage Rates

			Fringe Benefit Payments						Irrevocable Fund		Total PWR	Overtime Rate
			H&W	Pension	App Tr.	Vac.	Annuity	Other	LECET (*)	MISC (*)		
Classification	**BHR**											
Truck Driver CLASS 2	$35.91		$10.75	$9.60	$0.50	$0.00	$0.00	$0.00	$0.00	$0.00	$56.76	$74.72
Apprentice	**Percent**	**BHR**										
First 6 months	79.990000	$28.72	$10.75	$9.60	$0.50	$0.00	$0.00	$0.00	$0.00	$0.00	$49.57	$63.93
7-12 months	85.000000	$30.52	$10.75	$9.60	$0.50	$0.00	$0.00	$0.00	$0.00	$0.00	$51.37	$66.63
13-18 months	90.000000	$32.32	$10.75	$9.60	$0.50	$0.00	$0.00	$0.00	$0.00	$0.00	$53.17	$69.33
19-24 months	95.000000	$34.11	$10.75	$9.60	$0.50	$0.00	$0.00	$0.00	$0.00	$0.00	$54.96	$72.02
25-30 months	100.000000	$35.91	$10.75	$9.60	$0.50	$0.00	$0.00	$0.00	$0.00	$0.00	$56.76	$74.72

Special Calculation Note

Ratio

3 Journeymen to 1 Apprentice

Jurisdiction (* denotes special jurisdictional note)

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

Special Jurisdictional Note

Details

CLASS 2: Drivers on articulated dump trucks; rigid-frame rock trucks; distributor trucks; low boys/drag driver on the construction site only and heavy duty equipment (irrespective of load carried) when used exclusively for transportation on the construction site only.