**BID SET**

# 4th Street Water Tower Repainting

## City of Franklin, OH

## OPWC Funded Project

## June 2026

0000046188

verdantas

4420 Cooper Rd., Ste 200 | Cincinnati | OH | 45242 |
513-791-1700 | www.verdantas.com

## CITY OF FRANKLIN OFFICIALS

### ADMINISTRATION

Brent W. Centers, Mayor

Jonathan Westendorf, City Manager

Jenna Trice, Finance Director

Ben Yoder, Law Director

### COUNCIL

Brent W. Centers

Todd Hall

Michael Aldridge

Ryan Roberts

Paul Ruppert

Deborah K. Fouts

Robert Lipps

Khristi Dunn, Clerk of Council

## ADVERTISEMENT FOR BIDS/PUBLIC NOTICE TO BIDDERS

Sealed bids will be received at the Franklin Municipal Building, 1 Benjamin Franklin Way, Franklin, OH 45005 until 2:00 p.m. on July 1, 2026 and will be opened and read immediately thereafter for the

**4TH STREET WATER TOWER REPAINTING**

**OPWC FUNDED PROJECT**

**OPINION OF PROBABLE CONSTRUCTION COSTS:**

**BASE BID: $1,100,000.00**
**BASE BID & ALTERNATES: $1,850,000.00**

**COMPLETION DATES:**

**BASE BID – TO BE PROPOSED BY THE BIDDER, BUT NO LATER THAN JUNE 30, 2027;**

**ALTERNATE A1 - EXTERIOR – 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 LLC at a non-refundable cost of One Hundred Dollars ($100.00) for hard copies and Forty-Five Dollars ($45.00) for electronic files. Documents may be ordered by registering and paying online at https://bids.verdantas.com. Please contact planroom@verdantas.com or call (440) 530-2351 if you encounter any problems viewing, registering, or paying for the documents.

There will be a Non-Mandatory Pre-Bid Conference on Friday, June 19, 2026 at 11:00 a.m. at the Franklin Municipal Building, 1 Benjamin Franklin Way, Franklin, OH 45005.

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

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

Publish: *City Website and Verdantas Website*
June 10, 2026

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***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

# BID FORMS

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

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

# NOTICE OF AWARD

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

PROJECT: «TitleCaps»

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

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

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

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

«OwnerCaps»

_____

«OwnerCEOFirst» «OwnerCEOLast», «OwnerCEOTitle»

ACKNOWLEDGMENT

«ContractCAPName»

_____

«ContractFirst» «ContractLast», «ContractTitle»

# CONTRACT

FOR «TitleCaps»

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

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

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

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

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

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

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

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

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

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

«ContractCAPName»

_____

«ContractFirst» «ContractLast», «ContractTitle»

«OwnerCaps»

_____

«OwnerCEOFirst» «OwnerCEOLast», «OwnerCEOTitle»

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

_____

«OwnerFiscalFirst» «OwnerFiscalLast», «OwnerFiscalTitle»

APPROVED AS TO FORM:

_____

«OwnerLegalName», «OwnerLegalTitle»

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

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

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

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

*Owner Named as Insured (No Additional Insured)*

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

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

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

DELINQUENT PERSONAL PROPERTY STATEMENT

STATE OF _____ )
) SS
COUNTY OF _____ )

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

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

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

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

«ContractCAPName»

_____
«ContractFirst» «ContractLast», «ContractTitle»

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

_____
Notary Public

My Commission Expires: _____

# 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: «ContractName»

1. Name: _____

   Address: _____

   City/State/Zip: _____

   Description of Work to be Performed: _____

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

   EIN# _____ Unique Entity ID# _____

2. Name: _____

   Address: _____

   City/State/Zip: _____

   Description of Work to be Performed: _____

   _____

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

   EIN# _____ Unique Entity ID# _____

3. Name: _____

   Address: _____

   City/State/Zip: _____

   Description of Work to be Performed: _____

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

   EIN# _____ Unique Entity ID# _____

4. Name: _____

   Address: _____

   City/State/Zip: _____

   Description of Work to be Performed: _____

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

   EIN# _____ Unique Entity ID# _____

«OwnerCaps»

_____

«OwnerCEOFirst» «OwnerCEOLast», «OwnerCEOTitle»

# NOTICE TO PROCEED

Project: «Title»

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

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

Date: _____

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

«OwnerCaps»

_____
«OwnerCEOFirst» «OwnerCEOLast», «OwnerCEOTitle»

REV. 02/24/26

**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

ACEC
American Council of Engineering Companies

The Associated General Contractors of America
Skill · Responsibility · Integrity

ASCE American Society of Civil Engineers

National Society of Professional Engineers
Professional Engineers in Private Practice

AMERICAN COUNCIL OF ENGINEERING COMPANIES

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PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
*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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1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

Associated General Contractors of America
2300 Wilson Boulevard, Suite 400, Arlington, VA 22201-3308
(703) 548-3118
www.agc.org

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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 - MEDIATION/ARBITRATION

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

16.01 All claims, disputes, and other matters in question between OWNER and CONTRACTOR arising out of or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.09) will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Article 16. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this Article 16 will be specifically enforceable under the prevailing law of any court having jurisdiction.

16.02 No demand for arbitration of any claim, dispute, or other matter that is required to be referred to Engineer initially for decision in accordance with paragraph 9.09 will be made until the earlier of (a) the date on which ENGINEER has rendered a written decision or (b) the thirty-first day after the parties have presented their evidence to ENGINEER if a written decision has not been rendered by ENGINEER before that date. No demand for arbitration of any such claim, dispute or other matter will be made later than thirty days after the date on which ENGINEER has rendered a written decision in respect thereof in accordance with paragraph 9.08 and the failure to demand arbitration within said thirty days' period will result in Engineer's decision being final and binding upon OWNER and CONTRACTOR. If ENGINEER renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned. No demand for arbitration of any written decision of ENGINEER rendered in accordance with paragraph 9.08 will be made later than ten days after the part making such demand has delivered written notice of intention to appeal as provided in paragraph 10.05.

16.03 Notice of the demand for arbitration will be filed in writing with the other party to the Agreement and with the American Arbitration Association, and a copy will be sent to ENGINEER for information. The demand for arbitration will be made within the thirty-day or ten-day period specified in paragraph 16.02 as applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

16.04 Except as provided in paragraph 16.05 below, no arbitration arising out of or relating to the Contract Documents shall include by consolidation, joiner or in any other manner any other person or entity (including ENGINEER, ENGINEER's Consultant, and the officers, directors, agents, employees, or consultants of any of them) who is not a party to this contract unless:

(A) the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and

(B) such other person or entity is substantially involved in a question or law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and

(C) the written consent of the other person or entity sought to be included and of OWNER and CONTRACTOR has been obtained for such inclusion, which consent shall make specific references to this paragraph; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.

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

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

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

END OF SECTION

09/25

# *SECTION 5*
# *SPECIFICATIONS*

# SECTION 00 00 40
# PROJECT SUMMARY

## PART 1 – GENERAL

This Project Summary is an overview of the entire Project and is intended, but is not guaranteed, to place all project specifics in one location to aid Bidders.

### 1.01 SCOPE of WORK

Tank Information:

The structure is a 1,000,000 gallon toroellipse elevated water storage tank with an estimated low-water level of 66 ft. The structure is located at 306 E. 4th Street in Franklin, Ohio.

The work includes:

*Exterior:* Abrasive blast clean to an SSPC-SP6 commercial standard within containment. Apply a four (4) coat zinc epoxy urethane fluoropolymer system.

*Wet Interior Alternate:* Abrasive blast clean to an SSPC-SP10 near-white metal standard. Apply a three (3) coat zinc epoxy system.

*Dry Interior:* Spot abrasive blast clean the coating failures throughout to an SSPC-SP6 commercial standard. Apply a spot two (2) coat epoxy system to the prepared surfaces.

*Foundation:* Abrasive blast clean and apply a two (2) coat epoxy system.

*Splash Pad:* Install a concrete splash pad at the new overflow pipe discharge.

*Cathodic Protection Alternate:* Install an impressed current cathodic protection system.

*Repairs:*

1) Install bowl rigging couplings.
2) Replace the manway gaskets.
3) Replace the access tube roof hatch curb.
4) Install a cover over the top platform opening.
5) Install a handhold at the access tube roof hatch.
6) Retape loose insulation on the fill/draw pipe.
7) Reroute the overflow pipe.
8) Install a fall prevention device on the wet interior and dry interior ladders.
9) Install a pressure vacuum vent.
10) Install a roof handrail with a painter's railing.
11) Relocate the antennas to the roof handrail.

12) Replace the wet interior platform floor.
13) Replace the dry interior light bulbs.

## 1.02 MISCELLANEOUS

A. Contractor may need to remove fence or a fence section for set-up of containment perimeter. The fence is to be reinstalled after work has been completed. Condition of fence to be equal to the original fence, or better. The quality for reinstallation is solely at the discretion of the Owner unless pictorial documentation is completed by the Contractor.
B. The antenna owners will temporarily remove the antennas and cables prior to the start of the project.

# SECTION 00 54 00
# SCHEDULE OF VALUES

## PART 1
### 1.01 LINE ITEMS

A. Bidder agrees to perform all work as described in the Contract Documents, including all labor and material for the following items – Section 03 00 00:

1. SPLASH PAD _____
   $ _____

B. Bidder agrees to perform all work as described in the Contract Documents, including all labor and material for the following items – Section 05 00 00:

2. ACCESS TUBE ROOF HATCH CURB _____
   $ _____

3. TOP PLATFORM HATCH _____
   $ _____

4. OVERFLOW PIPE REROUTING _____
   $ _____

5. FALL PREVENTION DEVICES _____
   $ _____

6. ROOF VENT _____
   $ _____

7. ROOF HANDRAIL AND PAINTER'S RAILING _____
   $ _____

8. WET INTERIOR PLATFORM FLOOR _____
   $ _____

C. Bidder agrees to perform all work as described in the Contract Documents, including all labor and material for the following items – Section 09 00 00:

9. EXTERIOR REPAINT WITH CONTAINMENT _____
   $ _____

10. DRY INTERIOR SPOT REPAINT

$

PROJECT TOTAL INCLUDING #1 THROUGH #10:

$

D. Alternate Bid Items: Bidder agrees to perform all work as described in the Contract Documents, including all labor and material for the following items:

1. WET INTERIOR REPAINT

$

2. CATHODIC PROTECTION SYSTEM

$

# SECTION 00 83 00
# SUBMITTALS

## PART 1 - GENERAL

### 1.01 GENERAL

A. This Section 00 83 00 is comprised mostly of Articles taken from the General Conditions Section 00 72 00. If items concerning Submittals are still found in the General Conditions:
   1. And the items are not in in conflict with any Item in this section, those remaining items are still in effect and are a requirement of this Contract.
   2. Where the remaining item may be in conflict with Articles in this Section, the Articles in this Section shall govern.

B. Dixon has developed a Proprietary Construction Observation Computer program. That process is dependent upon completion of the Submittal Review process prior to scheduling of the Preconstruction Conference.

C. Submittals include:
   1. Permits, as required by the Contract Documents. Submittal is required but will not be reviewed by the Engineer. Submitted Permits will be forwarded to the Owner. No further Contractor Responsibility for Permits will be required, nor discussed in the Section.
   2. Submittal Requirements and Responsibilities – Article 3.02 applies to all Submittals.
   3. Additional requirements per specific submittal type – Article 3.03
      a. Shops, including Coating manufacturer Data sheets, and drawings – Article 3.03A
      b. Samples Article 3.03 B
      c. Proposed “or equal” or proposed as Substitute – Article 3.03 C
      d. Delegation of Professional Design Services – Article 3.03 D
      e. Submittals Other than Shop Drawings, Samples, “or equals”/Substitutions and the Owner-Delegated Designs Article 3.03 E

D. Review of Submittals follow the same format:
   1. Review Procedures – Article 3.04 applies to all Submittals.
   2. Additional Review Procedures per specific submittal type – Article 3.05
      a. Shops, including Coating manufacturer Data sheets and drawings – Article 3.05 A
      b. Samples Article 3.05 B
      c. Proposed “or equal” or proposed as Substitute – Article 3.05 C
      d. Delegation of Professional Design Services – Article 3.05 D

e. Submittals Other than Shop Drawings, Samples, “or equals”/Substitutions and the Owner-Delegated Designs Article 3.05 F

## PART 2 – NOT APPLICABLE

## PART 3 - EXECUTION

### 3.01 SUBMITTAL of CONSTRUCTION SCHEDULES

A. Schedules:
   1. Progress Schedule: complete per Article 2 of the General Conditions – to be updated as Project progresses.
   2. Final Schedule of Values – Submitted with Bid.
   3. Submittal Schedule complete per Article 2, and this Section 00 83 00 (Submittal Schedule Form included at end of this Section.)

B. Acceptance of Schedules – per Article 2 of General Conditions Section 00 72 00

### 3.02 SUBMITTAL PROCEDURES

A. Includes documentation concerning Compliance with Products to be used. Submittals include Shops – drawings and manufacturers data, Samples, proposed Substitutes and “Or Equals”, the Owner Delegated Designs, and other requires Submittals, excluding Schedules. The following submittal requirements shall apply to Resubmittals where appropriate, as determined by the Engineer.

B. Contractor’s Responsibilities: Submittal Requirements and Responsibilities applies to all Submittals.
   1. Include all required Submittals with the first submittal package and submit in electronic PDF format to the Engineer’s office. The first submittal, even if incomplete is to be considered a submittal, submittal of remaining material will count as second submittal. Contractor responsible for costs for Submittals after second package is submitted.
   2. Be responsible for the accuracy and completeness with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data of the information contained in each submittal and shall assure that the material, equipment, or method of work shall be as described in the submittal.
   3. Verify that the material and equipment described in each submittal conform to the requirements of the specifications and drawings.
   4. Be responsible to check and verify all field measurements, all dimensions on shop drawings and all time coordination required for the work of all the various trades.
   5. Give the Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents.

6. Submittals shall only be submitted by the Contractor and not by Suppliers or Subcontractors.
7. Submittals shall be submitted promptly and prior to Scheduling of the Preconstruction Conference. Where a Submittal is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to the Engineer's review and approval of the pertinent submittal, will be at the sole expense and responsibility of the Contractor, and removal of Work may be required.
8. If specified item is no longer reasonably available due to disconnection of manufacturing, embargos or other supply issues, an increase in price of the item will not be considered by the Engineer. The Contractor shall contact the Engineer for directions on proceeding.

## 3.03 CONTRACTOR SPECIFIC REQUIREMENTS and RESPONSIBILITES for SPECIFIC SUBMITTALS

A. Contractor Specific Requirements and Responsibilities for Shops including Manufacturer's Data Sheets.
   1. Exception to Article 3.02.A.6 and 7. Alternate Submittal Process, the Engineer has allowed submittals regarding coating and coating related material to be sent directly from Suppliers.
      a. Material sent from supplier shall meet all of the requirements of this Section, including identification with Contractor's name and Project.
      b. Submitted material from Supplier shall be copied to the Contractor.
      c. The Contractor is responsible for submittal accuracy as if the Contractor had submitted the package directly to the Engineer themselves.
      d. All submittals from Suppliers will be subject to review and processing as if submitted directly by the Contractor and subject to all of the same set-off liabilities.

B. Contractor Specific Requirements and Responsibilities for Samples:
   1. Submit the number of Samples required in the Specifications.
   2. Clearly identify each Sample as to material, supplier, pertinent data such as catalog numbers, the use for which intended, and other data as the Engineer may require to enable the Engineer to review the submittal.

C. Contractor Specific Requirements and Responsibilities for Substitutes – "Or Equals"
   1. The terms substitute and "or equal" shall be understood to mean the same, until it is determined that the item is not an "or equal." Then the term substitute shall apply.
   2. 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. Contractor shall base the Contract Price upon furnishing item as specified.

3. Contractor shall submit sufficient information as provided below to allow the Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor.
4. The Engineer may require additional information.
5. The Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than the Contractor.
6. The requirements for review will be set forth by the Engineer as they decide appropriate for the specific substitution request.
7. The Contractor shall make written application to the Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use.

D. Contractor Specific Requirements and Responsibilities for Delegation of Professional Design Services.

1. The Owner may require the Contractor to provide professional design services for portion of the work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that the Contractor must furnish to the Engineer.
2. The Standard of Care for all services preformed or furnished by a professional under the Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
3. Contractor shall require professional of such Owner Delegated Professional Design Services to add their signature and seal on all drawings, calculations, specifications, certifications, and submittals prepared by such design professional. Such design professional must issue all certifications of design requires by Laws and Regulations.
4. The Owner and the Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and submittals prepared by such design professionals retained or employed by the Contractor under an Owner Delegated Design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Contractor Specific Requirements and Responsibilities for Submittals other than shop drawings, samples, substitutes and Owner Delegated Designs.

1. Specific Requirements and Responsibilities for other Submittals will be detailed in the Section of technical Specifications for that item specifically.
2. Unless stated otherwise in that Section of technical Specifications, all items detailed in Article 3.02.A. shall apply.

## 3.04 ENGINEER REVIEW

A. Engineer's Review of submittals include Shops, Drawings and manufacturers data, Samples, Proposed Substitutes and "Or Equals", Owner Delegated Designs, and other required Submittals, excluding Schedules and Permits. The following Engineer's Review Procedures shall apply to Resubmittals where appropriate, as determined by the Engineer.

B. Engineer's Review – applies to all Submittals:

1. Will determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
2. 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.
3. Will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
4. The Engineer will be sole judge as to acceptability of a Submittal.
5. Approval of a separate item will not indicate approval of the assembly in which the item functions.
6. Approval of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change order.
7. Stamp – the Engineer will provide timely review of Submittals in accordance with the Schedule of Submittals acceptable to the Engineer, within fourteen calendar days after receipt of Submittal package and Submittal Schedule and return the Submittal to the Contractor:
    a. If the returned review indicates that the material, equipment or work method is in general conformance with the design concept, drawings and specifications, submittal copies will be marked "Review, No Exceptions Taken."
    b. If the review indicates limited corrections are required, submitted copies will be marked "Reviewed, make Correction Noted."
    c. If the review reveals that the submittal is insufficient or contains incorrect data, submitted copies will be marked "Rejected, Resubmit." The Contractor shall resubmit a corrected Submittal. If the review indicates that the material, equipment, or work method is not in general conformance with the drawings and specifications, copies of the submittal will be marked "Rejected, Resubmit."
    d. If the review indicates that the material or equipment is not from an acceptable manufacturer, as indicated in the specifications, copies of the

submittal will be marked “rejected.’ Do not resubmit this submittal but resubmit a different and acceptable alternate submittal.

e. If any such Submittal is not accepted, the Contractor shall confer with the Engineer regarding the season for the non-acceptance and resubmit an acceptable document.
f. Neither the Engineer’s receipt, review, acceptance, nor approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

## 3.05 ENGINEER REVIEW SPECIFIC TO TYPE OF SUBMITTAL

A. Engineer’s Review Specific to Shops, Drawings, and Manufacturer’s data:
   1. Shall not relieve the Contractor from responsibility for any variation from the requirements of the Contract Documents unless the Contractor has complied with the requirements of this Section and the Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. The Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
   2. Engineer’s approval:
      a. Of a Shop Submittal shall not relieve the Contractor from responsibility for complying with the requirements of this Section. Or
      b. Of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
   3. The Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings, subject to the provisions of this Section.

B. Engineer’s review Specific to Samples:
   1. The Engineer may require the Contractor to furnish additional data about the Sample and to obtain comments and direction from Owner.
   2. The Engineer will be the sole judge of acceptability:

C. Engineer’s Review Specific to Substitutes – “Or Equals”:
   1. The Engineer will be allowed additional reasonable amount of time to evaluate each “or-equal” request.
   2. The Engineer may require the Contractor to furnish additional data about the proposed “or-equal” item and to obtain comments and direction from the Owner.
   3. No “or-equal” item shall be ordered, furnished, installed, or utilized until the Engineer’s review is complete and the Engineer determines that the proposed item is an “or-equal,” which will be evidenced by an approved Shop Drawing or other written communication.

4. If the Engineer, in their sole discretion, determines that an item of material or equipment proposed by the Contractor is functionally equal to that named, and sufficiently similar so that no change in related Work will be required, the Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if in the exercise of reasonable judgement, the Engineer determines that:
    a. It is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics
    b. It will reliability perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole.
    c. It has a proven record of performance and availability of responsive service; and
    d. It is not objectionable to the Owner.
5. The Contractor certifies that, if approved and incorporated into the Work the Submitted item will conform substantially to the detailed requirements of the item named in the Contract Documents.
6. Effect of Engineer's Determination:
    a. Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price.
    b. If the Engineer approves the substitution request, the Contractor shall execute the proposed Change Order and proceed with the substitution.
    c. The Engineer's denial of a substitution request shall be final and binding and may not be reversed through an appeal under any provision of the Contract Documents.
7. Contractor's Expense:
    a. The Contractor shall provide all data in support of any proposed "or equal" item at the Contractor's expense.
    b. Reimbursement of Engineer's Cost: (Unless proprietary item specified is not available, with no consideration given to cost of said item). The Engineer will record the Engineer's costs in evaluating a substitute proposed or submitted by the Contractor. Whether or not the Engineer approves a substitute so prosed or submitted by the Contractor, the Contractor shall reimburse the Owner (via Set-off) for the reasonable charges of the Engineer for evaluating each such proposed substitute. The Contractor shall also reimburse the Owner (via Set-off) for the reasonable charges of the Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with the Owner) resulting from the acceptance of each proposed substitute.

i. The Engineer's minimum cost for reviewing a substitute will be $1,000 lump sum (2 hours equivalent).
ii. If the Engineer exceeds two hours for review their rate will be $500 per each additional or part of an hour.

8. The Owner May require the Contractor to furnish at the Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. Engineer's Review Specific to Delegation of Professional Design Services:
1. The Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by the Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
a. Checking for conformance with the requirements of this Section.
b. Confirming that the Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
c. Establishing that the design furnished by the Contractor is consistent with the design concept expressed in the Contract Documents.

E. Engineer's Review Specific to Submittals Other that Shop Drawings, Samples, Substitutes and Owner-Delegated Designs.
1. Determined by Submittal Requirements of specifications of pertinent Section of Technical Specifications.

## 3.06 RESUMITTAL PROCEDURES AND POTENTIAL CONTRACTOR COSTS

A. The Contractor shall make corrections required by the Engineer and shall return the required number of corrected copies of Shop Drawings and resubmit for review and approval. The Contractor shall direct specific attention in writing to revisions of previous submittals.
1. All required resubmittals are also to be resubmitted as one package. Failure to do so will be considered reviewed and rejected.
2. Follow all Submittal Procedure requirements of Article 3.02 above.
3. The Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than two submittals.

B. Engineer's review will per Article 3.04 and 3.05 above.
1. Any resubmitted material (second submittal) that is rejected and that requires a resubmittal (a third and all subsequent submittals) shall:
a. Follow the same submittal Procedures and the Engineer Review Procedures.
b. The fees for review of the third submittal and all subsequent reviews will be the responsibility of the Contractor and are subject to Set-Off provisions.
2. Should the Engineer be required to review a Submittal more than twice because of the Contractor's Submittal's failure to meet the requirements of the Contract Documents, the Engineer will record their time and expenses for performing all

additional reviews. The Engineer will record their time and expenses for performing all additional reviews of Shop Drawings, samples, or other item requiring approval, and the Contractor shall be responsible for the Engineer's charges to the Owner for such time. The Owner may impose a Set-off against payments caused by the Contractor to secure reimbursement for such charges.

3. Engineer's hourly rate for reviews of third and every subsequent review shall be $1,000 Lump Sum for the first 2 hours and if more time is needed, then at $500 for every, or part of hour over the initial 2 hours.
4. If the Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for the Engineer's charges to owner for their review time, (same fee schedules in B.3 above). The Owner may impose a Set-off against payments caused by the Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of the Contractor.

## 3.07 SCHEDULING PRECONSTRUCTION CONFERENCE

A. After all submittal have been reviewed and approved, the Engineer will schedule the Preconstruction Conference at a time acceptable to the Owner, the Engineer, and the Contractor.

# SECTION 00 91 17
# ADDITIONS TO GENERAL CONDITIONS

## PART 1 – GENERAL

### GENERAL PURPOSE OF THESE ADDITIONS TO GENERAL CONDITIONS

A. These Additions to the General Conditions were prepared by Dixon Engineering, Inc. using paragraphs from Engineering Joint Contract Documents Committee (EJCDC) General Conditions GC-700 -18 which were modified by DIXON as they pertain to the coating industry. The General Conditions of this Contract were prepared by the Owner. These Additions to General Conditions are intended to supplement the Owner's General Conditions as they relate to this specific Project. For example:
   1. The Owner's General Conditions detail the payment process, how to submit a Request for Payment application, what form to use and when and where to submit the application. These Additions to General Conditions detail how DIXON calculates approval of a pay request, no payment for stored materials, percentage complete calculation methodology, etc.
   2. Liquidated Damages (if applicable) are defined in the General Conditions including when, where, and amount. In the Additions to General Conditions the method of calculating claimed wind and weather days is detailed.
B. These Additions to General Conditions follow the EJCDC format and the Article numbers reflect the Article number in the 2018 edition of the EJCDC General Conditions. Note that not all Articles or subsections are referenced.

### DISCREPANCIES BETWEEN THE OWNER'S GENERAL CONDITIONS AND THESE ADDITIONS TO GENERAL CONDITIONS.

A. If the conflict is administrative in nature, then the Owner's General or Supplemental Conditions govern. Examples are Pay Request procedures, filing a Claim, etc.
B. If the conflict is of a technical nature, then the Additions to General Conditions govern.
C. An issue determined to be in conflict in a specific item does not void other non-conflicting paragraphs in the same Article number.
D. Bidders are required to familiarize themselves with all the General and Supplemental Conditions of the Contract, as well as these Additions to General Conditions.
E. In all cases of discrepancies between the General Conditions, the Supplemental Conditions, the Additions to General Conditions, the Technical Specifications and/or the Drawings, the Engineer is to be notified. The Specifications are to govern over the Drawings.
F. If Work proceeds without the Contractor obtaining proper interpretations of the conflicting issues from the Engineer, any installed Work that is not in accordance with the Specification, and best practices are to be replaced at no additional cost and

other costs that may occur are also the responsibility of the Contractor if they were aware of the conflict.

## ARTICLE 1 DEFINITIONS AND TERMINOLOGY

### 1.01 DEFINED TERMS

A. Construction Industry Definitions: These definitions are taken from the EJCDC General Conditions C-700-18, the 2018 edition and some were modified by DIXON to be specific to the coating industry.

1. *Bulletin* - If time permits, a Bulletin is issued prior to a Change Order. A Bulletin is an inquiry of the Contractor of the cost to complete the Work described in the Bulletin. It is intended as the basis of a Change Order if all parties reach agreement. A Bulletin may be considered as the same as a Change Proposal except that a Bulletin is generated by the Engineer because it generally requires Specifications to be addressed.
2. *Change Order (CO)* - is a written order to the Contractor signed by the Owner, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract sum or the Contract time. A document which is signed by the Contractor and the Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
3. *Change Proposal* - A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a Set-off against payments due; or seeking other relief with respect to the terms of the Contract.
4. *Constituent of Concern (CC)* - Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard) hazardous waste, and any substance, product, waste, or other material. Lead, chrome, and other by-products of paint removal, as well as strippers, new coatings, and thinners, are to be included in this definition. Coating industry related CC, from new or from previous projects cannot be the basis of Contract Termination or Change Proposal by the Contractor.
5. *Drawings* - The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor. A Shop Drawing is not a Drawing and is not part of the Contract Documents.
6. *Electronic Document* - Any Project-related correspondence, attachments to correspondence, data, documents, Drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
7. *Electronic Means* - Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes

permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

8. *Field Order* - A written order issued by the Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
9. *Hold Point* - A point in the construction sequence when the Contractor is required to stop Work on that portion of the Project until Work has been Site reviewed by RPR or Project Manager.
10. *Inspection* – is term which originally applied to both quality control (contractor's responsibility) and quality assurance (engineer's service). There will remain some reference to inspection but all references to inspection when it is obviously the engineer's service shall be understood to mean observation, whether the word is capitalized or not.
11. *Non-Conformance Report* - A report written by the Engineer or Resident Project Representative, to document the Contractor's Work that does not meet requirements of the Specifications or Contract.
12. *Performance Specifications* - Specifications that require the manufacturer or supplier of equipment, materials, or systems to design, manufacture, deliver, and install products to achieve specific results under stipulated conditions of operation and in environments described in applicable Specification Sections.
13. *Ready for Final Payment* - This term is used to define a time when Liquidated Damages begin, separate from Liquidated Damages for failure to meet Substantial Completion Date. Ready for Final Payment Date is generally listed 30 days after Substantial Completion Date. All punch list items are to be completed, Site cleaned and restored, and equipment removed. At the option of the Owner this Liquidated Damage may be in addition (cumulative) with a Liquidated Damage for failure to meet Substantial Completion Date.
14. *Resident Project Representative* - The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
15. *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. The Schedule of Value Form is supplied in these Bidding Documents as Section 00 54 00. This Schedule is to be submitted with the Bid. Adjustment of Schedule of Values by Engineer will not change the total Bid as calculated by the Contractor completing the Schedule of Values.
16. *Set-off* - Owner may withhold from payment including Final Payment an amount equal to additional expenses incurred by Owner which were the responsibility of the Contractor. Such expenses may include additional engineering expenses related to excess review of incomplete submittals of Shop Drawings, pay requests, or bonds and insurance, excess Requests for Information, excess tests and inspections and return visits to the site to complete a reinspection of a previously failed inspection, increase inflation in engineering fees that result from Contractor delaying Project into the next season; additional expenses incurred by Owner resulting from

Contractor failure to clean site, site rehabilitation, and other construction related expenses resulting from Contractor not completing their Contractual obligations.

17. *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, and such other lands furnished by Owner which are designated for the use of Contractor.
18. *Specifications* - The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
19. *Submittal* - A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by the Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
20. *Submittal Acceptance* – either "approval" or "No Exception Taken" – 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 in the Contract Documents.
21. *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. The date of Substantial Completion is the date the structure is, or would have been returned to service, except for voluntary delay by Owner. The date of Substantial Completion is after complete cure, disinfection, and testing.
22. *Work Change Directive* - A written directive to the Contractor issued on or after the Effective Date of the Contract, signed by the Owner and recommended by the Engineer, ordering an addition, deletion, or revision in the Work.

B. *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).
d. All Work completed that is rejected by an unresolved non-conformance report.

## ARTICLE 2 PRELIMINARY MATTERS

### 2.03 BEFORE SCHEDULING PRECONSTRUCTION CONFERENCE

A. Preliminary Schedules: Within 10 days after the Effective Date of the Agreement (or as otherwise specifically required by the Contract Documents), Contractor is to submit to Engineer for timely review the furnished schedule of submittals with all required submittals.
B. After all submittals have been reviewed and approved, the Engineer will schedule a Preconstruction Conference at a date and time mutually agreeable to Owner, Engineer, and Contractor.

### 2.04 PRECONSTRUCTION CONFERENCE

A. Preconstruction Conference is herein called Preconstruction Meeting:
   1. Attend a Preconstruction Meeting that may be scheduled by the Owner at a mutually agreeable time after Contract preconditions, bonds, certificates of insurance, and other requirements have been met.
   2. A Corporate Officer, or someone with legal authority to obligate the company/corporation, Project Manager (if different from officer), and the intended superintendent are to attend. If the Project Superintendent does not attend the meeting, it is to be the Contractor's responsibility to supply the information discussed at the meeting to the Field Superintendent.
   3. The Owner will be represented by the Project contact person, and the Engineer by the Project Manager, or a Contract Administrator.
   4. All containment, personal hygiene, and lead control issues required in this Contract will be reviewed. Be prepared to commit designated "Competent Person(s)" to responsibilities of confined space, scaffold rigging, lead, etc.
   5. At the Preconstruction Meeting the Contractor shall submit 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. If the schedule is aggressive, working overtime, weekends, and/or holidays, that time is to be reflected in the Project schedule. Once the Project has begun, the Contractor is to carry the Project schedule to completion without delay.
B. Progress Meetings:
   1. The Project Manager or Owner will schedule Progress Meetings to be held on the job Site whenever needed to supply information necessary to prevent job interruptions, to observe the Work, or to inspect completed Work. The Contractor is to be represented at each Progress Meeting by persons with full authority to act for the Contractor regarding all portions of the Work.

## ARTICLE 3 CONTRACT DOCUMENTS INTENT REQUIREMENTS, REUSE

### 3.01 INTENT

A. The Drawings and Specifications are intended to include all Work and materials necessary for completion of the Work. Any incidental item of material, labor, or detail required for the proper execution and completion of the Work and omitted from either the Drawings or Specifications or both, but obviously required by governing codes, local regulations, trade practices, operational functions, and good workmanship, is to be provided as a part of the Contract Work without extra cost, even though not specifically detailed or mentioned.

## ARTICLE 4 COMMENCEMENT AND PROGRESS OF THE WORK

### 4.01 COMMENCEMENT OF CONTRACT TIMES

A. Contractor is to start to perform the Work on the date when the Contract Times commence to run. No Work is to be done at the Site prior to such date except as recommended immediately following or by written authorization of the Owner AND the Engineer (Engineer must be able to schedule appropriate RPR for Project.) Contract time is governed by out-of-service time. The Contractor is encouraged to deliver equipment to the Site prior to Contract start. The Site will be available up to two (2) weeks prior to the agreed drainage date. The Contractor is also encouraged to rig the structure, complete containment installation, and complete weld repairs that do not affect the wet interior prior to draining of the structure. The amount of Work completed is to have been approved at the Preconstruction Meeting. Since the structure is not out of service these dates do not apply against Out of Service time but may require scheduling RPR services (see Section 00 91 19.01 Scheduling for RPR Services).

B. Delaying Work start for the convenience of the Contractor may require Owner to Set-off inflation increased Engineering or RPR expenses against Contractor's Request for Payment.

### 4.05 DELAYS IN CONTRACTOR'S PROGRESS

A. Liquidated Damages

1. Contract time is governed by out-of-service time.
2. The date of Substantial Completion is the date the structure is or would have been returned to service, except for voluntary delay by Owner. The date of Substantial Completion is after complete cure, disinfection, and testing. A voluntary delay in filling by Owner, or delay that is no fault of the Contractor, may extend Substantial Completion date.
3. Abnormal weather conditions are defined as weather conditions that are at variance with the routine. Below is an **example** of the determination procedure and of the required claim format, and is not intended to match the specified project:

Project length: 45 days
Substantial Completion date: June 30th.
Start date: May 16th.
3 years of data* 2023, 2024, 2025
Average number of rain/wind days: 9
Actual number of rain/wind days**: 12
Claim for time extension: 3 days.

4. *Submit weather history from nearest weather reporting station for three (3) previous years from the same time period. Submit formal, by simple claim (use format above).
5. **Rain/wind day is a rain or wind day where either rain and/or wind conditions exceeded safe Work conditions or were outside the parameters of good paint practices. Wind days are winds in excess of 20 mph for over four (4) hours during normal Work hours, and rain days having measurable precipitation.
6. Weather Claim Evaluation: The Engineer will evaluate claim and make sole determination as to whether days meet criteria. Engineer will disallow dates where Work could have been completed on the interior; dates that result from the Contractor's Work practices (i.e., complete wet interior first and then move to the exterior). Good weather days not used will count against the claim.
7. Claimed rain/wind days that occur after the scheduled Substantial Completion Date, or an extended Substantial Completion Date will not be awarded. Days past Substantial Completion Date and good weather days that were not used for Productive Work will be considered "days within the control of the Contractor."

## ARTICLE 5 SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENT CONDITIONS

### 5.02 USE OF SITE AND OTHER AREAS

A. Site:

1. Protection - The Contractor is responsible for the protection of property during the period of construction and is to exercise care to prevent damage to structures, utility services, storm and sanitary drainage systems, lawns, trees, plant material, fences, walks, drives, roadways, hydrants, and other improvements in and adjacent to the area of Work under the Contract. Any damage to property resulting from the Contractor's operations is to be repaired or replaced by the Contractor at their expense.
2. The Contractor is to be responsible for all injury to Work in process of construction, and for all property or materials stored at the premises that may be damaged or stolen while the Work is in their care, at Contractor's expense.
3. The Contractor is to confine the apparatus, the storage of materials, and the operations of their Workers to limits indicated by law, ordinance, permits, or

direction of the Engineer, and is not to unreasonably encumber the premises with their materials.

4. Maintenance
    a. Provide labor and material necessary to maintain the Site in a safe condition.
    b. Keep the premises free from accumulation of waste materials, rubbish, and other debris resulting from the Work.
    c. At completion of the Work, remove all waste materials, rubbish, and debris from about the premises, as well as all tools, construction equipment, machinery, and surplus materials.
    d. At the Contractor's expense, repair damage that may have occurred to any permanent structure completed under the Contract Work, or to private or public property.
    e. Notify the Owner of your intentions and the reasons why, if it is necessary to protect adjacent houses, cars, etc. During clean-up these areas will be considered as part of the Site and is to be cleaned accordingly.
    f. Failure to continually maintain the Site or to immediately clean the Site after a complaint or Project Completion may result in the Owner completing the Work by hire or by the Owner's forces. All cost would be responsibility of the Contractor, subject to Set-off.
    g. Restore Site to preconstruction condition:
        i. Refill holes and level area around the construction Site for the Site to the original grade.
        ii. Bring soil to a friable condition by disking, harrowing, or otherwise loosening and mixing to a depth of 3 in. – 4 in. Thoroughly break all lumps and clods.
        iii. Rake area to be seeded. Sow seed at a minimum rate of 220 lbs./acre.
5. Cleaning - Prior to Substantial Completion of the Work Contractor is to clean the Site and the Work and make it ready for utilization by the Owner. At the completion of the Work, but prior to Ready for Final Payment, Contractor is to remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and is to restore to original condition all property not designated for alteration by the Contract Documents.

## 5.03 SUBSURFACE AND PHYSICAL CONDITIONS

A. Locations of all buried utility service lines in or adjacent to the Work area that are not shown on the Drawings will be located by the Contractor through the local utility locating agency and marked with warning stakes. The Contractor is to be responsible for the protection of all utility service lines that are to remain. Damage to any such utility service lines, pipes, etc. resulting from the Contractor's operations are to be repaired or replaced by the Contractor at their expense. Underground Work in the coating industry involves drilling for anchors for containment systems. The painting

of pit piping will be considered subsurface Work. For this type of Work the Contractor must rely on Utility Locating Services and not Technical Data from Owner, or in the case of pits, a visual inspection. Contractor is to notify each utility before digging for anchors or for any reason. Before starting, call in advance or/as required by the individual agencies: Call 811 or the appropriate agency in the state of the Project.

B. Rough Surfaces in the Wet Interior: The wet interiors of steel structures are subject to corrosion. Based on the age of the structure, maintenance history of the structure, and other factors, the inside of the structure may be pitted. The degree or severity or extent of this pitting will not be considered a hidden condition. No claim of extra for blasting or coating application will be accepted or reviewed. If pit welding or pit filling is completed, that will be done at the bid unit price or a negotiated price. The Owner and Engineer will determine and authorize the extent of pit filling. There will likely be as many or more unfilled pits than the number authorized for repair. Contractor cannot rely on pit filling to eliminate some of the application techniques needed for pitted structures. Back rolling of a spray application may be necessary and will be considered Good Painting Practice and not a Differing Physical Condition.

## 5.06 HAZARDOUS ENVIRONMENTAL CONDITIONS AT THE SITE

A. Contractor is not responsible for removing or remediating any Hazardous Environmental Condition (Constituents of Concern) encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the Scope of the Work or eventually identified as being caused or created by the Contractor.

B. Power Lines – Antennas – Electrical Wiring

1. If overhead power lines present an unsafe Work condition as determined by OSHA, the Owner or utility, and the Contractor at their expense and coordination, is to have the utility temporarily relocate, move, or cover lines, eliminating the hazard.
2. Unless stated differently in Contract Documents, protect all antennas, controls, cables, and associated property of Owner's equipment or material on, in or near the structure during Work. Design construction procedures to maintain operation of antenna system. If antennas are removed from the structure protect all telecommunication equipment remaining in place.
3. Unless stated differently in the Contract Documents, protect all electrical lines and controls including 110/220 V. service lines, cathodic wiring, lights, globes, outlets, and service boxes. Protect associated property of private telecommunication companies (911, school buses, etc.) from damage during Work. Design construction procedures to maintain operation of telecommunication systems.

## ARTICLE 6 BONDS AND INSURANCE

### 6.01 PERFORMANCE, PAYMENT, AND MAINTENANCE BONDS (NOT BID BONDS)

A. Supply a Maintenance (Warranty) Bond for two (2) years at 50% of the Contract price, to ensure any repair work required or detected as a result of the (13) months (1 year) Post Construction inspection. The repair scheduling may be delayed several months for Contractor's schedule or Owner's operational requirements. This bond is to remain in effect until repairs have been completed and accepted. Per Technical Specifications, if repairs exceed 10% of any area, then the Warranty and bond are to be extended another year. The Maintenance (Warranty) Bond must be issued by the same surety that issues the Performance Bond.

## ARTICLE 7 CONTRACTOR'S RESPONSIBILITIES

### 7.01 CONTRACTOR'S MEANS AND METHODS OF CONSTRUCTION

A. The Contractor is to supervise, direct, control, and have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, and the safety precautions and programs incident thereto.

B. Any plan or methods of accomplishing the Work suggested to the Contractor by the Engineer or other representative of the Owner, but not specified or required, is to be used at the Contractor's own risk and responsibility. The Engineer and Owner assume no responsibility.

C. The Contractor is to comply with Laws and Regulations applicable to the performance of the Work.

D. The Contractor is to perform the Work in accordance with the Contract Documents. Contractor's obligation to perform under terms of Contract and complete the Work in accordance with the Contract Documents is absolute.

E. The Contractor is to be responsible for the acts or omissions of Contractor and of any Subcontractor, any Supplier, and of any other individual or entity performing any of the Work.

### 7.02 SUPERVISION AND SUPERINTENDENCE

A. Contractor is to 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.

1. At all times during the progress of the Work, the Contractor is to assign a competent Resident Superintendent who is to not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.
2. Resident Superintendent is to be fluent in English to the level of competency to complete responsibilities of the Contractor and to communicate with the RPR. The Superintendent is to also be fluent or have access to a translator on site, for the primary language of all of the Workers. Degree of fluency in English and

language of Workers to be sufficient so that Superintendent's employees can adequately and safely complete their duties.

3. No employee of Contractor, Subcontractor, or Supplier may be on the Project Site who cannot be directed by a Superintendent, or translator in regard to work assignments, safety issues, or who cannot understand safety signage.

**7.03 LABOR; WORKING HOURS**

A. Provide equipment of sufficient size and power to expedite the Project so that all deadlines are met. Personnel and crew size is to be sufficient to meet required deadlines.

B. If, in the sole opinion of the Engineer, there is insufficient equipment or personnel to complete the Project, the Engineer will notify the Contractor and Owner, and a Project Meeting will be held within twenty-four (24) hours for the purpose of Contract termination, unless a reasonable cause is given to the contrary.

**7.05 "OR EQUALS"**

A. Whenever an article, material, or item of equipment is described by a performance Specification, written as a proprietary product, or uses the name of a manufacturer or vendor, the term "or equal" if not inserted, is to be implied. The specific article, material, or item of equipment mentioned is to be understood as indicating the minimum requirements for fulfilling Contract obligations regarding type, function, standard of design and efficiency. See Section 09 97 13, Part 2, Substitutions, which is to govern over this clause where conflicting, relative to coatings, grouts, and fillers only. Other exceptions are when the Specifications state that only the proprietary item will be permitted.

**7.11 LAWS AND REGULATIONS**

A. The Contractor is responsible for all permits and requirements of local, state, and federal agencies. This includes building, electrical, labor, OSHA, etc. The only permits not included are from health agencies for interior painting, cathodic protection installation and mixer installation which is the responsibility of the Owner.

B. Display all wage requirements and other permits on a temporary board.

C. Attach to the Superintendent's copy of the Specifications copies of other permits that do not require display.

**7.13 SAFETY AND PROTECTION**

A. Conform to the Occupational Safety and Health Standards of the United States Department of Labor and local safety agencies. This is to be made a condition of each Subcontract as entered into pursuant to this Contract.

B. Removal of heavy metal bearing paint and painting of structures is recognized as very dangerous Work, and it is further recognized the painting industry has extensive safety training programs available.
C. The Contractor is to designate a qualified and experienced safety representative at the Site whose duties and responsibilities are to be the prevention of accidents and the maintaining and supervising of safety precautions and programs. Contractor's Safety Representative is to have the authority to supersede Contractor's foreman and is to stop Work if the Work being completed is in violation of Contractor's or Owner's safety program, or OSHA regulations.
D. Monitor and be responsible for all safety practices.
E. The Engineer and Owner are to have full access to the Site. The Contractor is to make personnel and equipment available to the Owner and Engineer/RPR to expedite observations.
F. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.
G. The Contractor is responsible for security, safety, etc. on the Site until all their equipment is removed and all keys are returned.

## 7.16 SUBMITTALS

A. A sample of the Owner's/Engineer's Submittal Checklist is included as an attachment. The checklist is intended for Engineers' use but is included as a reference for the Contractor. Contractor submittals are to include all items requested in the Technical Specifications whether listed in the Submittal Checklist or not.
B. All submittals are to be sent to the Owner as one package (unless a separate Schedule of Submittals is included and approved by the Engineer). All required resubmittals are also to be resubmitted as one package, and any delinquent resubmittal must be identified by a new Schedule of Submittals. Failure to include a Schedule of Submittals for delinquent items will be justification by Engineer to consider submittal incomplete. Delinquent items will be considered reviewed and rejected.

## 7.17 CONTRACTOR'S GENERAL WARRANTY AND GUARANTEE

A. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, or a release of the Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's Warranty and guarantee rights:
    1. Observations and/or Daily Observation Reports by Engineer/RPR.
    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 the Owner.

4. Use or occupancy of the Work or any part thereof by the Owner.
5. Any review and approval of a Shop Drawing or Sample submittal.
6. The issuance of a Notice of Acceptability by the Engineer.
7. The end of the correction period.
8. Any inspection, test, or approval by others.
9. Any correction of defective Work by Owner.

**7.19 DELEGATION OF PROFESSIONAL DESIGN SERVICES**

A. If the Contract Documents note, or Contractor determines, that Professional Engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor is to cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

**ARTICLE 10 ENGINEER'S STATUS DURING CONSTRUCTION**

**10.07 LIMITATIONS ON ENGINEER'S AUTHORITY AND RESPONSIBILITIES**

A. Engineer's Responsibilities
   1. Engineer will be Owner's representative during the construction period.
   2. Engineer's Project Manager (PM) 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, the Engineer, for the benefit of the Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. The 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 to the Contract Documents. On the basis of such visits and observations, the Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
   3. The Engineer will identify all Set-off expenses incurred against Engineer in their invoice to Owner.
   4. 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 Contractor, 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.

B. The Resident Project Representative's (RPR) Responsibilities
   1. If the Owner retains Engineer to provide RPR services, the RPR will be Engineer's representative at the Site to assist in observing the progress and quality of the Work. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of the Contractor. The authority of any RPR will be as directed by the Engineer.
   2. Neither Engineer's authority or responsibility under any provision of the Contract, 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, will 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. No Agreement between the Owner and Engineer and nothing in this Contract is to imply or construct a third-party beneficiary status to the Contractor.

C. Engineer/RPR is to have the authority to stop Work in the event continuation of Work under a noncompliance situation, such as incomplete containment, may result in the violation of environmental laws, create a potential tort, or may result in the covering of defective or unaccepted Work (Nonconformance) product. This authority to stop work transfers back to the Owner after the Owner has been notified and returns to the Site.

## ARTICLE 11 CHANGES TO THE CONTRACT

### 11.02 CHANGE ORDERS

A. A Change Order is a written order to the Contractor signed by the Owner, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract sum or the Contract time. The cost or credit to the Owner resulting from a change in the Work is to be determined in one or more of the following ways:
   1. By mutual acceptance of a lump sum.
   2. By unit prices stated in the Contract Documents or subsequently agreed upon.
   3. By actual itemized cost and fixed fees as set forth in 2 above. Cost is to be limited to the following: cost of materials, cost of labor, and cost of overhead.

B. A Bulletin will be issued in most cases before a Change Order. A Bulletin will request prices and other information from the Contractor. Prices requested in a Bulletin are subject to negotiation with the Owner.

**11.04 FIELD ORDERS**

A. A Field Order is written by the Engineer to the Contractor for purposes of clarification of the Specifications or plans. A Field Order is limited to items that do not change the scope of the Project.
B. Field Orders do not affect either the Project cost or completion date.
C. Field Orders become part of the Contract Documents and become binding upon the Contractor if they fail to object within three (3) working days after receiving the modification. A Field Order may be used as the basis of a Project cost change or Contract extension if all parties agree on the Field Order form to a potential future claim of either party or that the Field Order will be complied with, but under protest.

**ARTICLE 15 PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

**15.01 AND 15.06 PROGRESS AND FINAL PAYMENTS**

A. 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 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.
B. Measurement of payment will be considered based on the Schedule of Values submitted with the Contractor's bid. The Schedule of Values will be reviewed by the Engineer prior to the Notice of Award. If the Engineer determines the Schedule of Values is not acceptable, the Engineer will use the Contractor's Schedule to reallocate values. The Engineer's reallocation interest will be to maintain a sufficient value for Work completed toward the end of the Project, to avoid frontloading values. The Engineer will assign values high enough to bring in another Contractor to finish Work in case of default. When evaluating the Schedule of Values, the Engineer will consider that material delivered to the Site has no value until properly applied. The Contractor has five (5) days to appeal the reallocated Schedule of Values.
C. Pay Request(s) is to be made on form(s) supplied by the Owner or Engineer or required by Owner. If no form is supplied, use AIA form.
D. The Owner will make Progress Payments once each month during the performance of the Work, in which the Contractor files an application for payment.
    1. All such payments will be compared with the Schedule of Values,
    2. Or in the case of unit price Work, based on the number of units completed, or
    3. If the lump sum item is less than 100% completed, then allocated as follows:
        a. On the wet interior, surface preparation by abrasive blast cleaning will be considered equal to 40% of the Line Item Work and cost and each coat 20%.
        b. On the exterior, surface preparation by abrasive blast cleaning inside containment will be considered equal to 40% of the Line Item Work and cost

and each coat 10%, with another 10% for demobilization, and 10% for waste disposal.

c. Dry interior painting and repairs will not be broken down. 100% completion is required before they will be considered for payment.
d. Mobilization is included in the surface preparation allotment for items in Part 3 above.

4. Owner is entitled to impose a Set-off or withholding against payment based on any of the following:
   a. Third party claims have been made or there is reasonable evidence indicating probable filing of claims against Owner on account of Contractor's conduct in the performance or furnishing of the Work.
   b. Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from Workplace injuries, adjacent property damage, non-compliance with Laws and Regulations (Special Damages, see Article 18 below), and patent infringement.
   c. Damage caused by the Contractor to the Owner or to another Site approved Contractor.
   d. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other Work at or adjacent to the Site.
   e. An event that would constitute a default by Contractor and therefore justify a termination for cause or.
   f. Defective Work not remedied:
      i. requiring correction or replacement including additional inspection costs
      ii. requiring correction or replacement
      iii. Owner has been required to correct defective Work or
      iv. has accepted defective Work.
   g. Persistent failure to carry out the Work in accordance with the Contract Documents.
   h. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is Contractually responsible or responsible for creating the condition.
   i. The Contract Price has been reduced by Change Orders.
   j. Failure of the Contractor to make payments properly to Subcontractors, or for labor, materials, or equipment.
   k. 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.
   l. Liquidated Damages have been accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or Ready for Final Payment.

m. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract sum, or within the Contract time.
n. The Contractor has failed to provide and maintain required bonds or insurance.
o. The Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
p. The Owner has incurred extra charges or Engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to complete field observations that were determined to be failed.
q. Other items entitling Owner to a Set-off against Payment.
r. The Owner may also decline to make payment including an item previously approved for payment, because of subsequently discovered evidence or subsequent observations, as may be necessary in their opinion to protect against loss by Set-off amount previously recommended.

5. If the Owner imposes any Set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, the Owner will give the Contractor immediate notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay the Contractor any amount remaining after deduction of the amount so withheld. The Owner is to promptly pay the Contractor the amount so withheld, or any adjustment agreed to by the Owner and the Contractor, if the Contractor remedies the reasons for such action.
   a. The reduction imposed is to be binding on Contractor unless Contractor duly submits a Change Proposal contesting the reduction.
   b. The Engineer will recommend reductions in payment (Set-off) necessary in Engineer's opinion to protect Owner from loss.
6. Owner may decide against Set-off as a remedy, but in so doing, Owner does not waive any remaining remedies.
7. Neither the Owner nor the Engineer are under any requirements or obligations to notify the bonding company at Project Conclusion of Set-off or other remedies chosen.
8. If the Owner/Engineer prepares an accounting Change Order at Project Conclusion it will be considered signed by Contractor, unless the Contractor files a Change Proposal within five days protesting the Set-off. If the appeal is rejected, the Change Order will be considered signed unless further appeals per the appeals process are claimed.

## 15.08 CORRECTION PERIOD

A. Within thirteen (13) months from the date of Substantial Completion, the structure will be inspected by the Owner and/or their representative.

B. The inspection will be performed in accordance with the applicable portions of AWWA D-102 Standard for Painting Steel Water Storage Tanks and industry standards.
C. The Owner will establish a date of inspection and may or may not notify the Contractor in advance. The Contractor's attendance will not be required.
D. The Owner will select a third-party inspection firm (either Engineer or Project Representative) to document inspection.
E. Any failed Work will be documented, and the Contractor will be notified of necessary repair (method and extent). The Owner reserves the right to require inspection of the repair Work and possibly a second Warranty Inspection, dependent on degree of failure.
F. This Warranty will automatically be extended until the structure is ice-free (if applicable) and the Warranty Inspection can be performed. The Contractor guarantees that the system is free from defects due to faulty materials or workmanship and the Contractor is to make the necessary corrections to correct these defects. If the amount of rework exceeds ten percent (10%) of a portion of the Project, then the Owner reserves the right to have the Warranty period extended by one (1) year for the entire portion of the Work.
G. The cost for one (1) year Warranty Inspection will be the responsibility of the Owner.
H. Cost for a second Warranty Inspection and repair inspections will be the responsibility of the Contractor and guaranteed by Contractor's Performance and Maintenance Bond (see Article 6).
I. The Owner retains all Contractual remedies. The Warranty is not to be considered an exclusive remedy.
J. If the Owner conditionally accepts Work which was observed or found to be in noncompliance, then the Owner has the right to withhold from final payment an amount equal to the cost to redo the Work if it fails the subsequent Warranty Observation, as well as an additional amount for additional Engineering services.
K. The Contractor is to pay for additional expenses for RPR or Engineering or other Owner related expenses resulting from the failed Warranty. The Maintenance Bond is to remain in full effect, but the Engineer will notify the Contractor first. Failure to respond positively within two weeks will trigger notification and claim to bonding company.

## ARTICLE 16 SUSPENSION OF WORK AND TERMINATION
## 16.02 AND 16.03 TERMINATION for CAUSE AND FOR CONVENIENCE

A. The Owner may terminate the Contract when the approved Progress Schedule is not met because of the failure of the Contractor to exercise diligence and effectively perform all required Work, or when the progress of the Work is unacceptable to the Owner.

B. In the absence of a Project Progress Schedule, the determination regarding the Contractor's diligence will be based on the Engineer's opinion, correspondence, and Field Reports.
C. The Owner may terminate the Contract, when in the opinion of the Engineer, the Non-conformance report(s) indicate the Contractor is unable or unwilling to complete the Contract within the terms of the Contract.

## ARTICLE 18 MISCELLANEOUS

### 18.02 LIMITATION OF DAMAGES

A. Contractor is to reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for Engineering, construction observation, inspection, and administrative services needed after the time specified in the Project Summary for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
B. After Contractor achieves Substantial Completion, if Contractor is to neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor is to reimburse Owner for the actual costs reasonably incurred by Owner for Engineering, construction observation, inspection, and administrative services needed after the time specified for the Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), and if necessary to hire other Contractors to complete portions of the Work, until the Work is completed and ready for final payment.
C. The special damages imposed in this paragraph are supplemental to any Liquidated Damages for delayed completion established in this Agreement.

# SUBMITTAL CHECKLIST

**PROJECT: 1,000,000 Gallon Toroellipse Rehabilitation**

**CONTRACTOR: _____** **DIXON PROJECT MANAGER: _____**

| Specification Section | Title | Date Received | Date Reviewed | Accepted | Reviewed with Comments | Rejected |
|---|---|---|---|---|---|---|
| **Miscellaneous Cast-in Place Concrete - Splash Pad** | | | | | | |
| 03 30 53 | SDS and PDS - Concrete Materials | | | | | |
| 03 30 53 | Design Mixtures | | | | | |
| 03 30 53 | Concrete Maintenance Specialist Name and (3) References | | | | | |
| **Metal Repairs** | | | | | | |
| 05 00 00 | PDS and SDS - Welding Rod | | | | | |
| 05 00 00 | Welder's Certification | | | | | |
| 05 00 00 | PDS - Manway Gasket - Potable Water Contact | | | | | |
| 05 00 00 | PDS - Overflow Duckbill Check Valve | | | | | |
| 05 00 00 | PDS - Fall Prevention Device | | | | | |
| 05 00 00 | PDS - Vent Screen and Expanded Metal | | | | | |
| 05 00 00 | PDS - Rigging Couplings | | | | | |
| 05 00 00 | SDS - Joint Compound for Rigging Couplings | | | | | |
| 05 00 00 | PDS - Antenna Penetration Boots | | | | | |
| **Steel Coating** | | | | | | |
| 09 97 13 | OSHA Safety and Health Program | | | | | |
| 09 97 13 | OSHA Safety Certifications for Site Personnel | | | | | |
| 09 97 13 | Designated OSHA Competent Person | | | | | |
| 09 97 13 | Fall Prevention Plan | | | | | |
| 09 97 13 | Site Specific Fall Prevention Plan | | | | | |
| 09 97 13 | Certifications for Spiders, Scaffolding, Stages, etc. | | | | | |
| 09 97 13 | SDS and PDS - Coatings, Thinners, Coating Additives, and Caulking | | | | | |
| 09 97 13 | SDS and PDS - Cleaners and Degreasers | | | | | |
| 09 97 13 | SDS and PDS - Chlorine | | | | | |
| 09 97 13 | SDS and PDS - Abrasives, Additives and Pretreatments | | | | | |
| 09 97 13 | Ventilation Design Plan | | | | | |
| 09 97 13 | Dehumidification/Heat Design Plan | | | | | |
| **Containment- Flexible Frame System** | | | | | | |
| 09 97 13.11.01 | PDS and SDS - Welding Rod | | | | | |
| 09 97 13.11.01 | Welder's Certification | | | | | |
| 09 97 13.11.01 | Containment Plan | | | | | |
| 09 97 13.11.01 | Design Calculations, Installation Sequencing, Operation Procedures | | | | | |
| **Heavy Metal Bearing Paint Removal and Disposal** | | | | | | |
| 09 97 13.12 | Heavy Metal Coatings Health and Safety Plan | | | | | |
| 09 97 13.12 | Site Specific Heavy Metal Coating, Health and Safety Plan | | | | | |
| **Electrical Work** | | | | | | |

# SUBMITTAL CHECKLIST

**PROJECT: 1,000,000 Gallon Toroellipse Rehabilitation**

**CONTRACTOR: _____** **DIXON PROJECT MANAGER: _____**

| Specification Section | Title | Date Received | Date Reviewed | Accepted | Reviewed with Comments | Rejected |
|---|---|---|---|---|---|---|
| 16 05 01 | PDS and SDS - Light Bulbs | | | | | |
| **Impressed Current Cathodic Protection** | | | | | | |
| 26 42 21 | Shop Drawings | | | | | |
| 26 42 21 | Operation/Maintenance Manuals | | | | | |
| 26 42 21 | Electrician Certifications or Electrical Sub-Contractor Name | | | | | |

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# SECTION 00 91 18
# DEFINITIONS FOR TECHNICAL SPECIFICATIONS

## PART 1 – GENERAL

### 1.01 DEFINITIONS

A. Wet Interior: Internal surfaces, excluding inaccessible areas, to the roof, shell, bottom, accessories, and appurtenances that are exposed to the stored water or its vapor. Examples are the interior of the roof, sidewall, bowl and riser and exterior of the access tube within the tank.

B. Dry Interior: Surfaces of the finished structure, excluding inaccessible areas, that are not exposed to the elemental atmosphere or the stored water or its vapor. Examples are the interior of the access tube, interior of the column, exterior of the wet riser, and underside of the bowl above the column.

C. Exterior: External surfaces, excluding inaccessible areas, of the roof, sidewall, riser, legs, accessories, and appurtenances that are exposed to the elemental atmosphere.

D. Inaccessible Areas: Areas of the finished structure that, by virtue of the configuration of the completed structure, cannot be accessed to perform surface preparation or coating application (with or without the use of scaffolding, rigging, or staging). Inaccessible areas include such areas as the contact surfaces of roof plate lap joints, underside of roof plates where they cross supporting members, top surface of rafters directly supporting roof plates, contact surfaces of bolted connections, underside of column baseplates, contact surfaces of mating parts not intended to be removed or disassembled during routine operation or maintenance of the structure and inside of risers less than a nominal 36 in. diameter.

E. Sidewall: Vertical walls to the weld seam of the roof.

F. Access Tube: Cylindrical tube extending from top of the riser to the roof through the tank, including all steel appurtenances (i.e. ladder, overflow pipe, brackets, etc.)

G. Top Platform: Landing area directly under tank's access tube.

H. Roof: Very top of the structure, including top seam of sidewall.

I. Bottom: Lower area of the tank proper shaped like a torus.

J. Riser: Center support.

K. Tower Structure: Multi-legged system used to support the elevated tank consisting of legs, struts, rods, connections, anchors, etc.

# SECTION 00 91 19.01
# SCHEDULING FOR RPR SERVICES

## PART 1 – COMMUNICATION

### 1.01 RESIDENT PROJECT REPRESENTATIVE (RPR) SERVICES

A. DIXON provides three types of RPR services or any combination of the three:
   1. Hold Point Site Visits (sometimes called Critical Phase Visits) where RPR Services are for defined Hold Point, where Work stops until that portion of Work is reviewed on Site by a professional RPR.
   2. Full Time RPR is a professional RPR staying in lodging away from home and living on per diem expenses.
   3. Daily RPR is a professional RPR living at home and traveling to Site on a daily basis.
   4. Based on the type of Project the RPR services may change from Daily or Full Time to Hold Point or from Hold Point to Daily or Full Time.
   5. Intended Beneficiary: The onsite observation services for this Project are for the benefit of the Owner. There are no intended benefits to the Contractor, or any other third parties. Contractor still provides quality control (QC).

### 1.02 HOLD POINT OBSERVATIONS AND MEETINGS

A. Each Hold Point requires an onsite visit for Observation. Example: If the Contractor coats over, or otherwise makes Work inaccessible for Observation, the Work will be considered failed. Remove Work and recoat or repair in accordance with this specification. At least two (2) new Hold Points, surface preparation and coating, may be created when Work fails after the primer has been applied.

B. Stop Work and schedule Observation times for the following Hold Points as a minimum. Additional Hold Points may be determined at the Preconstruction Meeting. Each Hold Point requires a Site visit and observation. Schedule of Hold Points – Preliminary:
   1. Hold Point Meeting: The Preconstruction Meeting is the initial Hold Point. The Preconstruction Meeting will not be scheduled until five (5) days after all required submittals are received and reviewed by the Engineer and no exceptions are taken to the shop drawings.
   2. Hold Point - Prior to draining tank:
      a. To ensure all Section of 01 50 00 and 01 53 43 environmental requirements are met.
      b. To ensure all containment, ventilation, decontamination, and blasting equipment are on-site and in working order.
   3. Hold Points – Concrete and 03 30 53 Miscellaneous Cast-in-place Concrete.

a. To locate or quantify repairs as necessary.
b. To review surface preparation prior to concrete or grout installation and review all products prior to installation.
c. After concrete or grout application is complete for quality assurance.

4. Hold Points – Section 05 00 00 – Metal Repairs:
   a. To locate or quantify repairs as necessary.
   b. To review surface preparation prior to welding and review all products prior to installation.
   c. After welding is complete for quality assurance.
5. Hold Points – Sections 09 97 13 – Steel Coating and 09 97 13.10 Steel Coating Surface Preparation:
   a. After completed erection of containment if applicable.
   b. Prior to surface preparation to set the standard.
   c. Prior to primer application to verify cleanliness, profile, thoroughness, and ambient conditions for coating application.
   d. Prior to application of each successive coat for quality assurance and ambient conditions for the next coat.
   e. Prior to application of the final coat to verify all non-conformance issues have been resolved.
   f. Scheduled pre-final Observation: Allow engineer access to all locations so a complete punch list can be prepared. Final coat on ladders or other access points can be delayed until after this Observation and included as a punch list item.
   g. Scheduled final Observation: After ALL punch list items have been completed (including painting ladders), provide access to all items on the punch list.
6. Hold Points – Sections 16 05 00 - Electric Work and 26 42 20 – Cathodic Protection System:
   a. Hold points will be included with welding and coating if applicable. No other hold points are included for this work, observation from an RPR can be performed after completion.

## 1.03 SCHEDULING FOR RPR SERVICES FOR HOLD POINT OBSERVATIONS

A. Prior to First Observation 48 hours advance Notice is required
B. All Subsequent Hold Points are to be scheduled by 6:00 P.M (Eastern Time) the previous day.
   1. Scheduling with a Central Contract Administrator. The names and phone numbers of a Contract Administrator and a Second Contract Administrator will be given to the Contractor during the Preconstruction Meeting.
C. Scheduled observations are to be cancelled by 6:00 P.M (Eastern Time) the previous day.

D. The Contract Administrator may be contacted by cell phone. If no answer a voice mail may be left with all details of RPR request included, or
E. The Contract Administrator may be contacted by text to their cell phone.
F. If the Contract Administrator is not available, DIXON's Corporate Office may be contacted during regular working hours at 1-800-327-1578.
G. Scheduling through a Project Manager is not an alternative.
H. Scheduling through an RPR is not an alternative for Hold Point Observation.

## 1.04 SCHEDULING FOR RPR SERVICES FOR FULL TIME OR DAILY OBSERVATIONS

A. Productive Work
   1. Do not start, continue, or complete any Productive Work if RPR is not present on the Project Site.
   2. Productive Work includes, but is not limited to, all elements of abrasive blast cleaning, power washing, high pressure water jetting or high/low pressure water cleaning, power tool cleaning, rigging, painting, metal repairs, concrete repairs, punch list items, and clean-up.
   3. Preparation, mobilization, containment erection, and other non-productive work does not require observation if completed before the structure is removed from service, nor does demobilization after tank is returned to service.
   4. If containment erection is completed while other productive work progresses, then a RPR is required.
   5. If welding is completed for contracted work (antenna rails, painter's rails, ladders, etc.) during containment erection welding, then contracted work is considered Productive Work and an RPR is to be present. Any spot painting during containment erection is also considered Productive Work.
   6. After the Project has been completed and after all punch list items have been completed, cure time and site clean-up, excluding any waste coating or abrasive issues, are not considered Productive Work.
   7. After the Project has been completed, complaints from Owner or neighbors concerning health, environmental, or damage issues, and any waste coating or waste abrasive issues, are considered Productive Work requiring a RPR even after the structure is returned to service.
   8. Essentially all work completed between the out-of-service date and the Substantial Completion Date, excluding cure and disinfection, is considered Productive Work and requires the presence of a RPR.

## 1.05 SCHEDULING WITH A CENTRAL CONTRACT ADMINISTRATOR

A. The Contract Administrator may be contacted by cell phone. If there is no answer, a voice mail may be left with all details of RPR request included, or

B. The Contract Administrator may be contacted by text to their cell phone.
C. If the Contract Administrator is not available, DIXON's Corporate Office may be contacted during regular working hours at 1-800-327-1578.
D. Scheduling through a Project Manager is not an alternative.

**1.06 SCHEDULING THROUGH ONSITE RPR**

A. Scheduling through an on-site RPR, completing Full Time or Daily RPR Services, may be considered a properly completed Request if completed by the Foreman and RPR before leaving site. If it is not completed on site, then schedule through the Central Contract Administrator.

**1.07 SUMMARY OF SCHEDULING HOLD POINT OBSERVATIONS**

A. Contract Administrator
   1. by phone
   2. by text
   3. by voice mail
B. Second Contract Administrator
   1. by phone
   2. by text
   3. by voice mail
C. Corporate Office during work hours
   1. by phone
   2. NO voicemail
D. Do NOT contact Project Manager

**1.08 SUMMARY OF SCHEDULING FOR FULL TIME OR DAILY OBSERVATIONS**

A. Contract Administrator
   1. by phone
   2. by text
   3. by voice mail
B. Second Contract Administrator
   1. by phone
   2. by text
   3. by voice mail
C. Corporate Office during work hours
   1. by phone
   2. NO voicemail
   3. RPR on site
D. Do NOT contact Project Manager

## 1.09 CONTRACTOR'S RESPONSIBILITIES

A. The Engineer and Owner are to have full access to the Site at reasonable times for their Observation, testing, and Contractor's personnel and equipment is to be available to the Owner and Engineer/RPR to expedite Observations. Provide Owner, Engineer/RPR proper and safe conditions for such access, including rigging, and advise them of Contractor's site safety procedures and programs so that they may comply as applicable.

B. Contractor is responsible for all of Contractor's manpower needs and scheduling and work to be completed. RPR is to be available to expedite the Project and complete their services with minimal interference of the Contractor's Work. Successful Project completion is dependent on Contractor's proper scheduling and use of RPR services.

C. The Contractor is financially responsible for efficient scheduling of RPR services, See Section 00 91 19.02.

## 1.10 DELAY IN ARRIVAL OF RPR

A. RPRs for Hold Point, Full–Time or Daily observations may be delayed by traffic or other reason from arriving at the scheduled time. The Contractor is to contact the Contract Administrator immediately if the RPR has not arrived at the scheduled time.

B. The Contract Administrator will locate the missing RPR, return to the Contractor with a revised arrival time, and discuss with the Contractor what other work can be completed until RPR arrives for Observation.

## 1.11 REJECTED DEFECTIVE WORK

A. All Productive Work completed without an RPR present is to be considered Defective Work and rejected per the General Conditions. This includes work completed:
   1. Without proper scheduling an RPR
   2. Prior to the scheduled arrival of the RPR
   3. When Day has been scheduled as a No Workday
   4. When RPR is delayed, and Contract Administrator has not been notified.

## 1.12 NON-CONFORMANCE REPORTS (NCR)

A. The RPR will issue a Non-Conformance Report for every performance item, material, or equipment supplied, and/or environmental situation that fails to meet the requirements of the specifications.

B. All Work in non-conformance will be considered Defective Work to be replaced, repaired per terms of the General Conditions.

C. Do not start Work until all required equipment and RPR are on-site.

D. Immediately correct all environmental non-conformance to prevent an accident. If an incident has already occurred, contact the proper governmental environmental agency, and conduct an immediate clean-up per their direction.

E. If the Nonconformance Report is issued because of equipment specified but not delivered, repaired, or replaced then the financial Set-off will be 140% * of the rental value of equipment in non-conformance (i.e., non-working decontamination trailer, hand wash facilities, air filtration units, etc.).
F. If the Nonconformance Report issued is because of noncompliance with environmental equipment or practices, the Set-off will be 140%* of the estimated cost of compliance. *The costs of items E. and F. above are damage estimates. The cost of equipment will be the rental charge from a reputable local dealer with 40% extra being for operation costs. Cost of environmental compliance is the estimated cost of compliance. The extra 40% is potential risk to the Owner for non-conformance. In no situation will the Owner assume liability.
G. All additional Engineering/RPR expenses incurred because of a Non-Conformance Report is subject to Set-off by Owner.

# SECTION 00 91 19 .02
# CONTRACTOR'S FINANCIAL RESPONSIBILITY FOR RPR

## PART 1 - PROGRESS SCHEDULE AND RPR SCHEDULE

### 1.01 GENERAL

A. The Contractor is financially responsible for the proper and efficient use of RPR services.

### 1.02 HOLD POINTS AND RPR SERVICES

A. Fees for Hold Point RPR Services are contracted with the Owner at a Unit Price and are calculated to include the following: travel time to and from Site, reimbursable expenses, observation and report time. Time required for Contractor to repair or redo small areas that failed Observation, are not included in the unit price. Failure may be minimal compared to all Work observed, but failed Work still must be observed before proceeding. For minor failures that can be quickly repaired, the Contractor may entirely at their option:
   1. Accept a Non-Conformance for failed Observation.
   2. Request the RPR wait for a reasonable period while repairs are completed.
   3. Proceed with the next phase for all areas which have not failed, and "work around" failed areas. The failed areas would then be observed at the next Hold Point.

B. The Fee for extended onsite time, or a new Hold Point is the responsibility of the Contractor.

### 1.03.1 FULL TIME OR DAILY RPR SERVICES

A. It is the intention of the Owner that the RPR fees be used to observe Productive Work. Productive Work is defined in previous Section 00 91 19.01 Scheduling for RPR Services, with examples. The Owner will pay for all RPR service fees generated by observing Productive Work that meets specification requirements. Normally this will be the first time for most observations.

B. The Contractor will pay all RPR and/or Engineer fees generated by failed Observations of Productive Work.

C. The availability of RPR and RPR's ability to timely perform the required Services are dependent on Contractor's communication. RPR is to be available to meet the Progress Schedule demands and complete RPR services with minimal interference of the Contractor's Work, if Contractor properly scheduled RPR Services.

### 1.03.2 FULL TIME OR DAILY RPR SERVICES

A. Contractor Pays for RPR or Engineering Services resulting from:

1. Productive Work on a Holiday
2. Failed or Improper Scheduling,
3. Failure to Request Observation per Section 00 91 19.01,
4. Less than 8 hours per day or On-call Time as a result of:
    a. Premature Request for RPR Services,
    b. No show or late start,
    c. Rejection of Work and/or Non-Conformance reports,
    d. Equipment failure, insufficient manpower, materials, or equipment
    e. Weather reasons per 1.04.B.03

## 1.03 RPR FEE CALCULATIONS FOR FAILED OBSERVATIONS

A. The basis for Fees assessed to the Contractor is based on the Owner/DIXON contract. Fees will be calculated in the same manner as in the Owner/Engineer Agreement, i.e., if the RPR is working at an overtime rate for Owner, then the fee for unproductive services will be documented at the same rate.
    1. Hold Point for Welding or Coating Observation, or extra Progress Meetings
        a. The same Unit Price Fee as would be charged to the Owner for each respective Observation or meeting. Note the fee will be determined by the Contract and may vary between types of Hold Point services.
        b. Extended time at site charged at Regular Rate (See definition below)
    2. Daily Observation is to be the same fee as charged to the Owner from the Owner/DIXON contract.
        a. Minimum workday is 8 hours plus travel time
        b. reimbursable mileage
    3. Full-time Observation Fee is to be the same as charged to Owner for the same Service.
        a. Minimum workday is 8 hours
        b. Minimum work week is 40 hours
        c. Reimbursable expenses/ Per Diem
    4. Fees common to Full Time, Daily and Hold Points with extended stays, and On-call Time
        a. Regular Pay for RPR is charged at the rate matching the RPR's experience and qualifications.
        b. Overtime Rate is 1.5 times Regular Rate
            1) For all time worked on the actual holiday
            2) Weekend work by RPR
            3) For time over 40 hours. (The standard work week for overtime [over 40] begins on Monday as Sunday is already paid for at the overtime rate.)
B. Fees of misused or unnecessary Engineer/RPR Services will be documented and submitted to the Owner for Set-off. Set-off fees will be per the current Exhibit C-2,

Standard Hourly Rate and Reimbursable Expense Schedule, or per Exhibit C-1 Summary of DIXON's Compensation Fee Schedule for Unit Price or Lump Sum items.

C. The right to Set-off is a contracted right of the Owner per the General Conditions, or Additions to General Conditions, and the right to enforce those rights are at the Owner's discretion.

**1.04 ON-CALL TIME**

A. RPR's are professional personnel that get paid a minimum of 8 hours per day even though the Contractor's operations or methods result in less than an 8-hour day.

B. If the Contractor has scheduled a Workday, and if RPR is not free to spend the day at RPR's discretion or to be reassigned; then the RPR will be considered On-call.
   1. The RPR will be considered, if scheduled, On-call every morning and day unless work is cancelled per Section 00 91 19.01.
   2. For Daily observation the On-call time will not exceed 8 hours, any travel time should occur within those 8 hours.
      a. Late Starts - Agreed start time will be scheduled with the Contract Administrator at the Preconstruction Meeting.
      b. The RPR's On-call time starts at the agreed start time, if RPR is on Site and available to Work, and On-call time continues until Work starts.
   3. For weather reasons
      a. 8 hours if adverse weather conditions were clearly forecast
      b. Two hours plus time worked up to 8 hours or actual time worked if greater, if the forecast was less than 20% weather meeting definition of a weather day (day where work could not be performed due to weather).
   4. For reasons other than weather, eight (8) hours will be considered the minimum On-call Time. This includes, but is not limited to, equipment failure, insufficient materials, damaged containment, etc.

C. The actual On-call time charged will be eight (8) hours, minus the number of hours actually worked.

D. Overtime, Weekend, Holiday pay requirements apply to all On-call time pay. On-call hours will count towards forty (40) hours per week triggering overtime at forty (40) hours.

E. If Work is cancelled per requirements in Section 00 91 19.01 (by prior night) in advance and RPR is notified in advance, there is no On-call time.

F. If Contractor schedules days off per Scheduling requirements, the inspector will return to his/her home base and there will be no show time charges. Based on the Contract the RPR may be entitled to Mobilization or Demobilization.

SECTION 01 23 00 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

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

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

1.4 PROCEDURES

A. Coordination: Modify or adjust affected adjacent Work as necessary to completely and fully integrate that Work into the Project.

1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.

B. Notification: Immediately following the award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate whether alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.

C. Execute accepted alternates under the same conditions as other Work of this Contract.

D. Schedule: A "Schedule of Alternates" is included at the end of this Section. Specification Sections referenced in the Schedule contain requirements for

materials necessary to achieve the Work described under each alternate.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. A1 - EXTERIOR REPAINT WITH CONTAINMENT - ADDITIONAL COST TO COMPLETE BY 12/31/2026: This is an elective alternate. The Bidder may choose to bid or not bid this alternate. This alternate generally entails the Contractor performing all Work associated with the **exterior rehabilitation** of the elevated storage tank under an expedited construction schedule to complete this portion of the work by the end of 2026. The Contractor shall provide the ***additional*** cost required to expedite construction. Should this alternate be selected, the Total Cost will be the sum of Base Bid Item 1 and Alternate Item A1.

B. Alternate No. A2 - WET INTERIOR REPAINT: Under this Alternate, the Contractor shall furnish all labor, materials, equipment, and incidentals required to perform complete rehabilitation of the wetted interior surfaces of the elevated storage tank in accordance with the technical specifications. Work shall include full surface preparation, coating removal, structural steel repairs as required, and installation of a new coating system suitable for potable water immersion service.

C. Alternate No. A3 - DRY INTERIOR REPAINT: Under this Alternate, the Contractor shall furnish all labor, materials, equipment, and incidentals required to perform complete rehabilitation of the dry interior surfaces of the elevated storage tank in accordance with the technical specifications. Work shall include full surface preparation, coating removal, structural steel repairs as required, and installation of a new coating system suitable for potable water immersion service. This Alternate is intended to provide a fully renewed dry interior protective system and shall replace any base bid scope related to partial coating repairs if accepted by the Owner. If this alternate is awarded, Base Bid Item 2 will not be awarded or performed.

END OF SECTION 012300

# SECTION 01 50 00
# TEMPORARY CONSTRUCTION FACILITIES AND UTILITIES

## PART 1 – GENERAL

### 1.01 SUMMARY

A. The Contractor is fully responsible to provide and maintain temporary facilities and utilities required for construction as described herein, and to remove the same upon completion of work.

### 1.02 QUALITY ASSURANCE

A. Regulatory Requirements:
   1. National Fire Protection Association (NFPA): NFPA No. 70-93.
   2. National Electrical Code (NEC) and local amendments thereto.
   3. Comply with all federal, state, and local codes and regulations, and utility company requirements.

## PART 2 – PRODUCTS

### 2.01 TEMPORARY ELECTRICITY AND LIGHTING

A. Supply temporary lighting sufficient to enable Contractor to safely access all work areas.
B. Electrical requirements are to be the responsibility of the Contractor. No service available to Contractor.
C. Provide, maintain, and remove temporary electric service facilities.
D. Facilities exposed to weather are to be weatherproof-type and electrical equipment enclosure locked to prevent access by unauthorized personnel.
E. The Contractor is to pay for and arrange for the installation of temporary services.
F. Patch affected surfaces and structures after temporary services have been removed.
G. Provide explosion-proof lamps, wiring, switches, sockets, and similar equipment required for temporary lighting and small power tools.

### 2.02 WATER FOR CONSTRUCTION

A. The Owner will provide water required for cleaning and other purposes.
B. Water use is not to exceed usage that might endanger the Owner's water system's integrity.

### 2.03 SANITARY FACILITIES

A. Provide temporary sanitary toilet facilities conforming to state and local health and sanitation regulations, in sufficient number for use by Contractor's employees.

B. Maintain in sanitary condition and properly supply with toilet paper.
C. Remove from site before final acceptance of work.

**2.04 TEMPORARY FIRE PROTECTION**

A. Provide and maintain in working order a minimum of two (2) fire extinguishers and such other fire protective equipment and devices as would be reasonably effective in extinguishing fires.

**2.05 DAMAGE TO EXISTING PROPERTY**

A. The Contractor is responsible for replacing or repairing damage to existing buildings, sidewalks, roads, parking lot surfacing, turf, and other existing assets.
B. The Owner has the option of contracting for such work and having cost deducted from contract amount if the Contractor is not qualified to complete repairs or fails to act in a timely manner.

**2.06 SECURITY**

A. Security is not provided by Owner.
B. The Contractor is to be responsible for loss or injury to persons or property where work is involved and is to provide security and take precautionary measures to protect Contractor's and Owner's interests.

**2.07 TEMPORARY PARKING**

A. Parking for equipment and Contractor employees are to be designated and approved by the Owner.
B. Make parking arrangements for employees' vehicles.
C. Any costs involved in obtaining parking area is to be borne by the Contractor.

## PART 3 – EXECUTION

**3.01 GENERAL**

A. The Contractor is to maintain and operate all temporary systems to ensure continuous service.
B. The Contractor is to modify and extend systems as work progress requires.

**3.02 REMOVAL**

A. Completely remove temporary materials and equipment when no longer required.
B. Clean and repair damage caused by temporary installation or use of temporary facilities.
C. Restore existing or permanent facilities used for temporary services to specified, or original condition.

## 3.03 BARRIERS AND ENCLOSURES

A. The Contractor is to furnish, install, and maintain as long as necessary, required adequate barriers, warning signs or lights at all dangerous points throughout the work for protection of property, workers, and the public. The Contractor is to hold the Owner harmless from damage or claims arising out of any injury or damage that may be sustained by any person or persons as a result of the work under the Contract.

# SECTION 01 53 43
# PROTECTION OF ENVIRONMENT

## PART 1 - GENERAL

### 1.01 SUMMARY

A. The Contractor in executing work is to maintain work areas, on-and-off site in accordance with federal, state, or local regulations.

B. The Contractor is responsible for any, and all clean-up of any hazardous waste that may be necessary, including all applicable costs for clean-up and disposal.

### 1.02 LAWS AND REGULATIONS

A. Environmental regulations may be met with different available technologies. It is the Contractor's sole responsibility to comply with these and all applicable environmental regulations.

B. If a release occurs, work will stop until corrective actions are complete as determined by the appropriate regulatory agency.

### 1.03 PROTECTION OF SEWERS

A. Take adequate measures to prevent impairment of operation of existing sewer system. Prevent construction material, pavement, concrete, earth, or other debris from entering sewer or sewer structure.

### 1.04 PROTECTION OF WATERWAYS

A. Observe rules and regulations of local and state agencies, and agencies of U.S. government prohibiting pollution of any lake, stream, river, or wetland by dumping of refuse, rubbish, dredge material, or debris therein.

B. Provide containment that will divert flows, including storm flows and flows created by construction activity, to prevent loss of residues and excessive silting of waterways or flooding damage to property.

C. Comply with procedures outlined in U.S. EPA manuals entitled "Guidelines for Erosion and Sedimentation Control Planning and Implementation," Manual EPA-72-015 and "Processes, Procedures, and Methods to Control Pollution Resulting from all Construction Activity," Manual EPA 43019-73-007.

### 1.05 DISPOSAL OF EXCESS EXCAVATED AND OTHER WASTE MATERIALS

A. Dispose of waste material in accordance with federal and state codes, and local zoning ordinances.

B. Unacceptable disposal sites include, but are not limited to, sites within wetland or critical habitat, and sites where disposal will have detrimental effect on surface water or groundwater quality.
C. Make arrangements for disposal, subject to submission of proof to Engineer that Owner(s) of proposed site(s) has valid fill permit issued by appropriate government agency and submission of haul route plan, including map of proposed route(s).
D. Provide watertight conveyance for liquid, semi-liquid, or saturated solids that have potential to leak during transport. Liquid loss from transported materials is not permitted, whether being delivered to construction site or hauled away for disposal. Fluid materials hauled for disposal must be specifically acceptable at selected disposal site.

## 1.06 PROTECTION OF AIR QUALITY

A. Contain paint aerosols and VOCs by acceptable work practices.
B. Minimize air pollution by requiring use of properly operating combustion emission control devices on construction vehicles and equipment used by Contractor, and encouraging shutdown of motorized equipment not actually in use.
C. Trash burning not permitted on construction site.
D. If temporary heating devices are necessary for protection of work, they are not to cause air pollution.

## 1.07 PROTECTION FROM FUEL AND SOLVENTS

A. Protect the ground from spills of fuel, oils, petroleum distillates, or solvents by use of containment system.
B. Total paint, thinner, oils, and fuel delivered to and stored on-site cannot exceed supplied capacity of spill containment provided (i.e., fuel and oil to be sized to exceed possible spill).
C. Provide proper containment units under fuel tank and oil reservoirs for all equipment and fuel storage tanks.
D. Barrels of solvents, even for cleaning, are prohibited. Do not deliver paint thinners in containers greater than five (5) gallons.
E. Disposal of waste fluids is to be in conformance with federal, state, and local laws and regulations.

## 1.08 USE OF CHEMICALS

A. Chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant, or of other classification, must show approval of U.S. EPA, U.S. Department of Agriculture, state, or any other applicable regulatory agency.

B. Use of such chemicals and disposal of residues are to be in conformance with manufacturers' written instructions and applicable regulatory requirements.

## 1.09 NOISE CONTROL

A. Conduct operations to cause the least annoyance to residents in vicinity of work and comply with applicable local ordinances.
B. Equip compressors, hoists, and other apparatus with mechanical devices necessary to minimize noise and dust. Equip compressors with silencers on intake lines.
C. Equip gasoline or oil-operated equipment with silencers or mufflers on intake and exhaust lines.
D. Route vehicles carrying materials over such streets as will cause least annoyance to public and do not operate on public streets between hours of 6:00 P.M. and 7:00 A.M., or on Saturdays, Sundays, or legal holidays unless approved by Owner.

# PART 2 - PRODUCTS

(Not Applicable)

# PART 3 - EXECUTION

## 3.01 HAZARDOUS MATERIALS PROJECT PROCEDURES

A. Applicable Regulations:
   1. RCRA, 1976 – Resource Conservation and Recovery Act: This federal statute regulates generation, transportation, treatment, storage and disposal of hazardous wastes nationally.
B. Use the Uniform Hazardous Waste Manifest (shipping paper) to use an off-site hazardous waste disposal facility.
C. Federal, State, and local laws and regulations may apply to the storage, handling and disposal of hazardous materials and waste.

SECTION 01 78 00 - FINAL COMPLIANCE AND SUBMITTALS

PART 1 - GENERAL

1.1 The following forms and related sign-offs shall be documented in accordance with provisions of the contract. These forms shall be completed by the Contractor and approved by the Owner before final retainer is approved for release. Forms for Items A to F will be attached to the Contractor's executed copy of the contract.

A. Certificate of Substantial Completion (To be submitted at time of Substantial Completion).

B. Contractor's Certification of Completion.

C. Contractor's Affidavit of Prevailing Wage.

D. Consent of Surety Company for Final Payment.

E. Affidavit of Final Acceptance Date and Correction Period.

F. Before the OWNER will approve and accept the work and release the retainer, the CONTRACTOR will furnish the OWNER a written report indicating the resolution of any and all property damage claims filed with the CONTRACTOR by any party during the construction period. The information to be supplied shall include, but not be limited to, name of claimant, date filed with CONTRACTOR, name of insurance company and/or adjuster handling claim, how claim was resolved and if claim was not resolved for the full amount, a statement indicating the reason for such action.

END OF SECTION 017800

# SECTION 03 30 53
# MISCELLANEOUS CAST-IN-PLACE CONCRETE

## PART 1 - GENERAL

### 1.01 SECTION INCLUDES
A. Surface preparation and installation of concrete splash pad for the overflow pipe.

### 1.02 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

### 1.03 REFERENCES
A. Codes, specifications, and standards referred to by number or title shall form a part of this specification to the extent required by the references thereto. The latest revisions shall apply in all cases.
   1. "Building Code Requirements for Structural Concrete (ACI 318) and Commentary (ACI 318R)," American Concrete Institute.

### 1.04 DEFINITIONS
A. Concrete Maintenance Specialist: Company that is experienced with concrete repairs performed in accordance with ACI standards. Work can be performed by the General Contractor if qualified, see submittals for requirements.

### 1.05 WORK INCLUDED
A. Install a concrete splash pad at the overflow pipe discharge.
B. Payment is a separate line item "Splash Pad" which the Owner reserves the right to delete.

### 1.06 SUBMITTALS
A. Provide an electronic copy to the engineer. Note that the Contractor is to supply a separate copy of the SDS of each product at the job site that is accessible by their employees.
B. No work may commence without the complete filing. All SDS shall conform to the requirements of SARA (EPCRA) Right-to-Know Act.
C. Submit the following ten (10) days prior to the preconstruction meeting:
   1. Safety Data Sheets (SDS) and Product Data Sheets:
      a. Furnish from all suppliers Safety Data Sheets and product data sheets for all applicable materials including, but not limited to, concrete and admixtures.
   2. Design Mixtures: For each concrete mixture.
   3. Concrete-Maintenance Specialist: The Contractor is to indicate whether the work is to be performed by in-house personnel or subcontracted. In either case submit

three (3) similar projects including the scope with references. References to include client organization names and contact names with phone numbers.

**1.07 QUALITY ASSURANCE**

A. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94 requirements for production facilities and equipment.

B. Comply with the following sections of ACI 301, unless modified by requirements in the Contract Documents:
   1. "General Requirements."
   2. "Formwork and Formwork Accessories."
   3. "Reinforcement and Reinforcement Supports."
   4. "Concrete Mixtures."
   5. "Handling, Placing, and Constructing."

C. Comply with ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."

D. Concrete-Maintenance Specialist Qualifications: Installers and supervisors who are trained and approved by the manufacturer to apply materials necessary to perform work of this Section. Installers shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience in only installing or patching new concrete is insufficient experience for concrete-maintenance work.
   1. Field Supervision: Concrete-maintenance specialist firm shall maintain experienced full-time supervisors on Project site during times that concrete-maintenance work is in progress.

**PART 2 – PRODUCTS**

**2.01 FORMWORK**

A. Furnish formwork and formwork accessories according to ACI 301.

**2.02 STEEL REINFORCEMENT**

A. Reinforcing Bars: ASTM A 615, Grade 60, deformed.

**2.03 CONCRETE MATERIALS**

A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source throughout Project:
   1. Portland Cement: ASTM C 150, Type I/II
      a. Fly Ash: ASTM C 618, Class C or F.

B. Normal-Weight Aggregate: ASTM C 33, crushed limestone, graded, 1 ½ inch nominal maximum aggregate size.

C. Water: ASTM C 94.

D. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions

exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

1. Water-Reducing Admixture: ASTM C 494, Type A.
2. Retarding Admixture: ASTM C 494, Type B.
3. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.
5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494, Type G.
6. Plasticizing and Retarding Admixture: ASTM C 1017, Type II.

**2.04 CURING MATERIALS**

A. Absorptive Cover: AASHTO M 182, Class 3, burlap cloth or cotton mats.
B. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
C. Water: Potable.

**2.05 CONCRETE MIXTURES**

A. Comply with ACI 301 requirements for concrete mixtures.
B. Normal-Weight Concrete: Prepare design mixes, proportioned according to ACI 301, as follows:
   1. Minimum Compressive Strength: 4000 psi at 28 days.
   2. Maximum Water-Cementitious Materials Ratio: 0.50.
   3. Cementitious Materials: Use fly ash, pozzolan, ground granulated blast-furnace slag, and silica fume as needed to reduce the total amount of portland cement, which would otherwise be used, by not less than 40 percent.
   4. Air Content: Maintain within range permitted by ACI 301. Do not allow air content of trowel-finished floor slabs to exceed 3 percent.

**2.06 CONCRETE MIXING**

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94, and furnish batch ticket information.
   1. When the air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

## PART 3 - EXECUTION

**3.01 GROUND PREPARATION AND DESIGN**

A. Remove the topsoil for an area 4 ft. wide x 6 ft. long, with the width centered on the overflow pipe. Remove to a depth of 8 in. below grade.
B. Backfill 4 in. of clean gravel.
C. Construct a 3 ft. x 5 ft. x 4 in. thick concrete splash pad with the width centered under the overflow.
D. Install reinforcement in the new concrete.
E. Install the splash pad at a slope of ¼ in. rise per 12 inches of run away from the tank.

## 3.02 FORMWORK

A. Design, construct, erect, brace, and maintain formwork according to ACI 301.

## 3.03 STEEL REINFORCEMENT

A. Install steel reinforcement per ACI 318 minimum requirements.
B. Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
C. Reinforce with a minimum #4 Rebar with 12 in. spacing, each way, or equivalent wire mesh.

## 3.04 CONCRETE PLACEMENT

A. Comply with ACI 301 for placing concrete.
B. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301.
C. Consolidate concrete with mechanical vibrating equipment as needed.

## 3.05 FINISHING FORMED SURFACES

A. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defective areas. Remove fins and other projections exceeding 1/8 inch.
    1. Apply to all concrete surfaces.

## 3.06 CONCRETE PROTECTING AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and with ACI 301 for hot-weather protection during curing.
B. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
C. Curing Methods: Cure formed and unformed concrete for at least seven days by one or a combination of the following methods:
    1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
        a. Water.
        b. Continuous water-fog spray.
        c. Absorptive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with a 12-inch lap over adjacent absorptive covers.
    2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

## 3.07 REPAIRS

A. Remove and replace concrete that does not comply with requirements as identified by the Contractor or by the Owner.

# SECTION 05 00 00
# METAL REPAIRS

## PART 1 - GENERAL

### 1.01 SECTION INCLUDES

A. Steel and Miscellaneous Repairs.
B. Surface Preparation of Heavy Metal Paint before Welding.

### 1.02 REFERENCES

A. AWWA D100 Weld Standard (latest version)
B. AWS Weld Standard (latest version)
C. API 650 Standard (latest version)

### 1.03 OMISSIONS

A. The specifications include all work and materials necessary for completion of the Work. Any incidental item(s) of material, labor, or detail(s) required for the proper execution and completion of the Work are included.

### 1.04 DEFINITIONS

A. Ground Flush: Ground even with adjacent metal with no transition. This preparation is intended for all removed items.
B. Ground Smooth: Ground welds to the point that no cuts or scratches occur when rubbing your hand over the weld. Rebuild with weld any concavity discovered during grinding. This preparation is intended for all newly added steel.

### 1.05 WORK INCLUDED

1) Install bowl rigging couplings.
2) Replace the manway gaskets.
3) Replace the access tube roof hatch curb.
4) Install a cover over the top platform opening.
5) Install a handhold at the access tube roof hatch.
6) Retape loose insulation on the fill/draw pipe.
7) Reroute the overflow pipe.
8) Install a fall prevention device on the wet interior and dry interior ladders.
9) Install a pressure vacuum vent.
10) Install a roof handrail with a painter's railing.
11) Relocate the antennas to the roof handrail.
12) Replace the wet interior platform floor.

## 1.06 WORKMANSHIP

A. Provide material and workmanship necessary to complete the Project to the specified standards.
B. Remove all coating at and around weld location prior to welding.
C. All weld spatter is to be removed prior to coating application.
D. Welds at all removed steel items are to be ground flush with surrounding surface. All new welds are to be ground smooth.
E. Removed items are to become the property of the Contractor. The Contractor is to properly dispose of all removed items.

## 1.07 WELDER QUALIFICATIONS

A. Certified for the type and position of weld specified.
B. The welder is to be specialized in industrial or heavy commercial welding and experienced in rigging and elevated work.

## 1.08 SUBMITTALS

A. Provide an electronic copy to the Engineer. Note that the Contractor is to supply a separate copy of the SDS of each product at the job site that is accessible by their employees.
B. No work may commence without the complete filing. All SDS shall conform to the requirements of SARA (EPCRA) Right-to-Know Act.
C. Submit the following ten (10) days prior to the preconstruction meeting:
    1. Provide for employees one (1) copy of all data sheets at the job site for employee access.
    2. Safety Data Sheets (SDS) and Product Data Sheets:
        a. Safety Data Sheets (SDS) for all chemicals or products that contain chemicals.
        b. Product Data Sheets (PDS) or Technical Data Sheets (TDS) for all items.
    3. Welder's certification.

## 1.09 WORK SEQUENCING

A. The Contractor is to monitor for flammable gases inside the tank prior to any welding or cutting. Monitoring is to be performed whether the tank is full or empty. Monitoring is also to be performed whether or not interior access is to be gained during welding and/or cutting.
B. The following is NOT a ways-and-means decision of the Contractor. It is accepted and good painting practice and is to be completed by the Contractor in this specified fashion:
    1. Complete all surface preparation ahead of all cutting and welding, such as removal of heavy metal bearing coating in the immediate area.

2. Complete all welding repairs prior to commencement of any power washing, surface preparation, or coating application.
3. Do not install non-painted items (i.e., vents, fall prevention devices, etc.) or store items on or in the tank until after painting has been completed.
4. Remove existing items that are not to be painted after water cleaning, store in a secure location.
5. Disassemble appurtenances with mating surfaces (i.e., overflow flange, vent flange, etc.), surface prepare and coat mating surfaces and reassemble after topcoat is dry.

**1.10 NEW STEEL COATING**

A. The new carbon steel and weld burn surfaces are to be prepared and coated in accordance with Sections 09 97 13 and 09 97 13.10.

## PART 2 – PRODUCTS

**2.01 SUBSTITUTIONS**

A. All products specified herein have been determined to meet a minimal standard. The products specified are the standard to which all proposed substitutions are to be compared.

**2.02 STEEL PLATING AND OTHER STRUCTURAL SHAPES**

A. General Steel: ASTM – A36.
B. General Stainless Steel: ASTM – 316.
C. Threading on all couplings and plugs to meet NPT and FPT standards.

**2.03 BOLTS and NUTS**

A. Stainless Steel
   1. ASTM F594G – 316 Stainless Steel Bolts.
   2. ASTM F594G – 316 Stainless Steel Nuts.
B. Galvanized Steel
   1. ASTM A307 Grade A zinc coated Steel Bolts.
   2. ASTM A307 Grade A zinc coated Nuts.
C. Carbon Steel
   1. ASTM A36 or ASTM F1554-36 anchor rods.

**2.04 WELDING ROD**

A. Final – E70XX Electrodes.
B. Root – E60XX Electrodes.
C. Wire – ER70S Electrodes.

## 2.05 MANWAY GASKET

A. Manway gasket for manways in contact with potable water.

B. Gaskets to be full faced, one piece (no splicing is permitted), and are to meet ASTM D2000 and NSF 61/600 requirements. Gaskets to be ¼ inch thick Ethylene Propylene Diene Monomer (EPDM) AB-576 item number 386-16-482 as manufactured/supplied by American Biltrite www.american-biltrite.com (888) 275-7075 or approved equal.

## 2.06 OVERFLOW DUCKBILL CHECK VALVE

A. Duck bill check valve with 304 stainless steel ANSI flange. Tideflex series 35 or approved equal.

B. Manufactured/supplied by Tideflex Technologies www.redvalve.com (412) 279–0044.

C. Gasket to be full faced, with a minimum of 1/16-inch-thick Ethylene Propylene Diene Monomer (EPDM) or neoprene.

## 2.07 FALL PREVENTION DEVICE

A. Cable-Type system as manufactured/supplied by 3M/DBI Sala, www.3m.com (888) 364-3577 or approved equal.

1. System: Lad-Saf Model and all connecting clips, etc.
2. Ladders:
   a. Rung, 4 User galvanized steel #6116633 for ladders ending at an obstruction or for curved roof ladders.
   b. Climb Extension, 2 User, galvanized steel #6116636 for vertical ladders with no obstruction so cable extends above the ladder.
   c. Cable to be 3/8 in. galvanized steel #6106XXX (last 3 numbers for ordering are for the length of cable needed).
   d. Cable Guides #6100400.
4. Two (2) detachable sleeves – Lad-Saf X2 #6160030.
5. Two (2) harnesses –ExoFit Climbing/Positioning Body Harness one 1113082 (large) and one 1113079 (medium).
6. Two (2) lanyards – Shockwave 2 1244412.

## 2.08 VENT SCREEN AND EXPANDED METAL

A. The screen shall be aluminum wire, twenty-four (24) mesh or thirty (30) mesh with 44% opening minimum.

B. Manufactured/supplied by:

1. McMaster-Carr. www.mcmaster.com (562) 692-5911.
2. Wire Cloth Man www.wireclothman.com (800) 947-3626.
3. Edward Darby & Son Inc. www.darbywiremesh.com (800) 875-6374.

4. Or approved equal.

C. Expanded metal to be ¾" standard aluminum product #4700349948 as manufactured by McNichols www.mcnichols.com (877) 215-0275 or approved equal.

D. Gasket to be full faced, with a minimum of 1/4-inch-thick Ethylene Propylene Diene Monomer (EPDM) that meet NSF 61/600 requirements as manufactured/supplied by Sur-Seal www.sur-seal.com (866) 915-4916 or approved equal.

## 2.09 RIGGING COUPLINGS

A. 3000 class steel half coupling at a minimum.

## 2.10 JOINT COMPOUND FOR RIGGING COUPLINGS

A. As Manufactured by:
   1. Oatey Great White Pipe Joint Compound www.oatey.com (800) 321-9532.
   2. The Mill-Rose Company – Clean Fit Products www.CleanFit.com (800) 321-3598.
   3. Loctite 567 www.loctiteproducts.com (800) 624-7767.
   4. Or approved equal.

## 2.11 ANTENNA PENETRATION BOOTS

A. Boots to be manufactured by Valmont Microflect, www.valmontstructures.com (800) 547-2151, or approved equal.

# PART 3 - EXECUTION

## 3.01 BOWL RIGGING COUPLINGS

A. Install extra heavy couplings in the bowl.

B. Couplings to be located at the mid-point between the riser and each leg.

C. Install a steel plug at each coupling. Caulk the underside of the coupling. All threaded fittings to be coated with pipe joint compound.

D. Engineer to field verify location of the couplings.

E. The Contractor can install additional couplings for their own use as needed but the noted couplings are to be installed as a minimum. All couplings are to match the style and size noted.

F. See Drawing 01.

G. Payment is incidental to the Project.

## 3.02 MANWAY GASKETS

A. Replace the bowl, top of the wet riser and the bowl manway gaskets with new gaskets. The gaskets are to be full faced.

B. The Contractor is to ensure that the manway does not leak, including returning to reseat the gasket as needed after the Owner refills the tank.

C. Payment is incidental to the Project.

**3.03 ACCESS TUBE ROOF HATCH CURB**

A. Remove the existing screened hatch curb and replace with a steel plate curb. The hatch has a diameter of 36 in. (field verify).
B. The new curb is to be 4 in. x ¼ in. plate.
C. Shorten the existing hinge as needed and reweld to the roof. Ensure the cover seats around the entire edge of the new curb.
D. Install two (2) 4 inch penetrations for the antenna cables. Install a rubber boot on the cable penetrations.
E. See Drawing 02a-02b.
F. Payment is a separate line item "Access Tube Roof Hatch Curb" which the Owner reserves the right to delete.

**3.04 TOP PLATFORM HATCH**

A. Furnish and install a hinged cover over the ladder opening at the top platform.
B. See Drawing 03.
C. Payment is a separate line item "Top Platform Hatch" which the Owner reserves the right to delete.

**3.05 HANDHOLD**

A. Furnish and install a handhold on the roof at the access tube hatch.
B. Handhold to be a ¾ in. diameter rod shaped into a 16 in. x 3 in. "U." Weld using a ¼-in. continuous fillet.
C. The handhold is to be located on the ladder side of the opening.
D. Payment is incidental to the Project.

**3.06 RETAPE LOOSE FILL/DRAW PIPE INSULATION**

A. Retape all loose fill/draw pipe insulation. Only a small section of pipe that elbows from the top of the wet riser into the bowl is insulated.
B. The intent is to fully tape the entire section of pipe.
C. Use Gorilla brand duct tape and overlap the tape by a minimum of 1/16 in.
D. Payment is incidental to the Project.

**3.07 OVERFLOW PIPE REROUTING**

A. The overflow pipe currently routes inside the dry interior along the exterior of the wet riser and then routes through the sand floor inside the column, then the pipe routes underground and discharges down the hill.
B. Trim the overflow pipe below the bottom stiffener in the column. Install an elbow so the slope is a minimum of 1/16" per foot and route the pipe to the inside wall of the

fluted column. Route the pipe down the fluted column then elbow through the column outside. Elbow downward, with a duck bill check valve at the discharge.

C. Remove the underground section of pipe inside the dry interior to the foundation.
D. Cut all braces and lugs. Grind all lugs flush with adjacent base metal. In the event the base metal is gouged by cutting of the ladder, build-up affected areas to original steel thickness. Grind all re-welding flush with adjacent surfaces.
E. For the vertical run, the existing pipe can be reused. All new pipe is to be a min. of 3/8 in. thick, unless noted otherwise.
F. Field verify existing overflow pipe dimensions.
G. Install a blind flange over the existing flange near ground level at the floor.
H. Weld a minimum of ¼ inch steel ANSI flange on the end of the discharge and bolt the duck bill check valve on the flange.
I. Install gasket between the existing flange and the new flange per AWWA C207 with a full face and a minimal thickness of 1/16 inch. The bolts are to be stainless steel.
J. The pipe discharge is to be centered over the new catch basin (which is to be centered over the existing overflow pipe routing underground.
K. See Drawing 04a-04b.
L. Payment is a separate line item "Overflow Pipe Rerouting" which the Owner reserves the right to delete.

## 3.08 FALL PREVENTION DEVICES

A. Furnish and install a cable-type fall prevention device on the dry interior ladders and on the wet interior ladder.
B. Devices are to be installed after the topcoat is dry to the touch. Use temporary safety lines during construction.
C. Begin installation of the dry interior devices at the base of the foundation (bottom of ladder) and extend to the top of the basebell ladder. Each subsequent riser device is to start at the base of the platforms and continue up the entire length of the ladder.
D. Begin installation of the wet interior device at the base of the ladder and extend to the roof.
E. Install cable guides every 15 ft. on center.
F. Supply two (2) portable cable glides, two (2) safety harnesses, and associated hardware. Supply each harness with a double lanyard with one (1) large D-snap hook on each branch of split lanyard. Supply belts or center waist D-ring attachment with carabiner or use with required device. The portable glides can be used on all ladders.
G. Payment is a separate line item "Fall Prevention Devices" which the Owner reserves the right to delete.

## 3.09 PRESSURE VACUUM ROOF VENT

A. Furnish and install a pressure vacuum roof vent on a bolted flange.

B. Location to be verified by the Engineer.
C. See Drawings 05a-05d.
D. Payment is a separate line item “Roof Vent” which the Owner reserves the right to delete.

## 3.10 ROOF HANDRAIL AND PAINTER’S RAILING

A. Install a 25 ft. diameter handrail, and a 28 ft. diameter painter’s railing on the roof. Field verify dimensions prior to fabrication. The intention is that the painter’s railing diameter be 3-4 ft. larger than the handrail around the entire circumference.
B. Verify that the new railings will not interfere with any existing appurtenances on the roof prior to fabrication. The appurtenances may need to be relocated, or the size of the railings altered.
C. The top rail and midrail are to be rolled so the angle legs point inward and downward, leaving a flat face on the top and outside of the rail.
D. All butt-welded ends on the painter’s railing to be located at a stand-off.
E. Install couplings with brass plugs located at every other painter’s railing stand-off. Caulk the underside of the coupling. All threaded fittings to be coated with pipe joint compound.
F. The Contractor can install additional couplings for their own use as needed but the noted couplings are to be installed as a minimum. All couplings are to match the style and size noted. All couplings are to be installed above the high-water level.
G. See Drawing 06a-06b.
H. Payment is a separate line item “Roof Handrail and Painter’s Railing” which the Owner reserves the right to delete.

## 3.11 RELOCATE ANTENNAS TO THE ROOF RAILING

A. Relocate the three (3) antennas from the existing mounting poles on the roof to the new handrail.
B. Remove the existing antenna mounting poles on the roof. Grind flush all welds. Rebuild metal if gouged during removal.
C. Remount the antenna poles (or use new galvanized poles) to the new handrail using galvanized steel U-bolts attached to the top rail, mid rail and kick plate.
D. Work must be coordinated with the Antenna Owners. The final location and mounting to be approved by the Antenna Owners, cable connections, antenna relocation to be performed by the Antenna Owners. Coordination with the Antenna Owners is the responsibility of the Contractor.
E. The antenna cables are to be routed from the access tube to the handrail on two sets of 1/8 inch bent plates in one straight line, spacing to be every 36 inches.
F. See Drawing 07.
G. Payment is incidental to the Project.

### 3.12 WET INTERIOR PLATFORM FLOOR

A. Remove the existing wet interior platform grating. The platform size is approximately 36 inches wide and wraps around the access tube.
B. Furnish and install a ¼ in. plate floor.
C. Weld the platform floor with ¼ in. fillet welds all around on the top and bottom.
D. Butt weld all adjacent plates.
E. Payment is a separate line item "Wet Interior Platform Floor" which the Owner reserves the right to delete.

## PART 4 – SPECIAL PROVISIONS

### 4.01 WELD PREPARATION PRIOR TO COATING

A. Prepare all new welds per NACE SP0178 prior to coating application. Grind welds to category D.

### 4.02 SURFACE PREPARATION – PREWELDING – LEAD/CHROMIUM PAINT

A. The existing exterior and dry interior coating is known to contain lead and chromium.
B. Remove all coating 6-in. minimum on both sides of welding area by abrasive blast cleaning or vacuum shrouded power tool cleaning prior to any cutting or welding.
C. Chemical stripping or other methods may be approved by the Engineer.
D. Do not begin any repair work until all adjacent coating is properly removed.

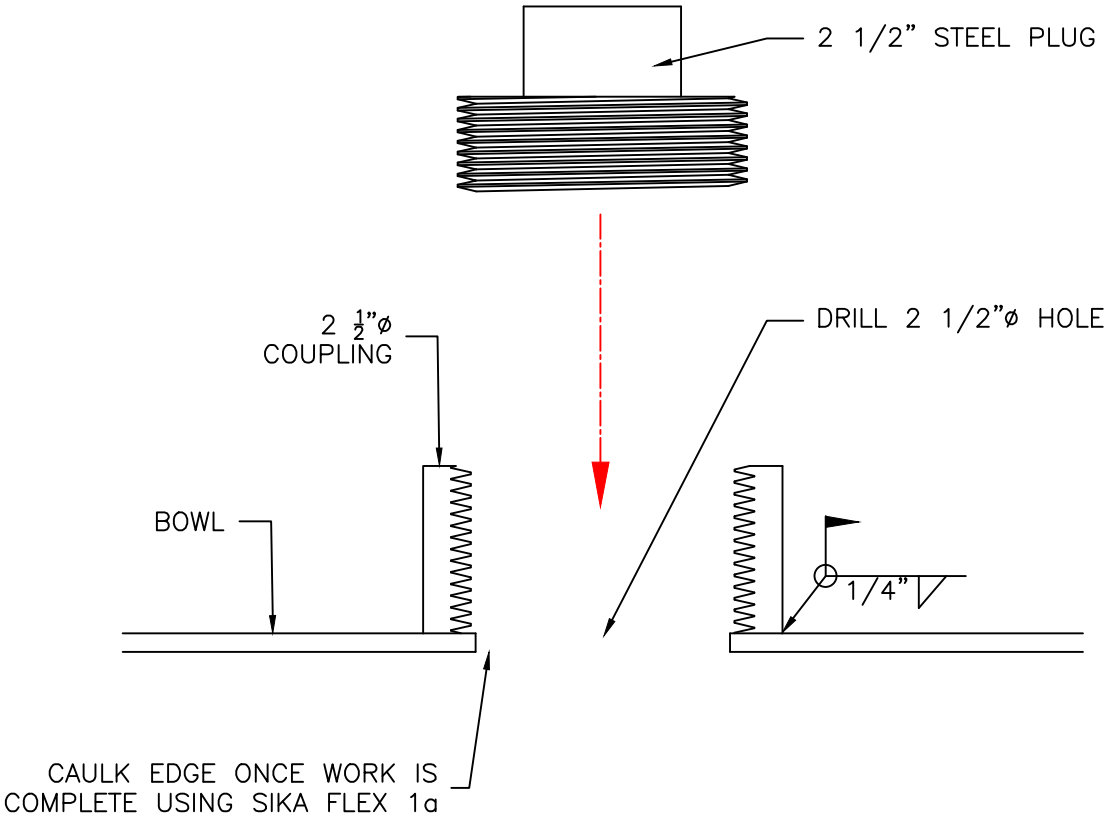
### 4.03 COATING REPAIR – WET INTERIOR

A. Disregard this section if the wet interior alternate bid is accepted.
B. Complete all welding and cutting prior to any surface preparation for painting to avoid contamination of surfaces.
C. Remove any residue and weld smoke by solvent cleaning.
D. Power tool clean to an SSPC-SP11 finish all areas damaged by welding.
E. Use 3M Scotch-Brite Clean'n Strip Discs.
F. Feather edges of adjacent coating a minimum of ½ in. from exposed steel.
G. Apply repair system at 4.0 - 6.0 mils per coat as follows:

| Manufacturer | System |
|---|---|
| Tnemec | 21/21 |
| Induron | PE-70/PE-70 |
| Sherwin Williams | 5500LT/5500LT |

G. The Contractor has the option to apply one (1) coat of PPG Aquatapoxy A-61 at 6.0-10.0 mils in lieu of the two-coat system.

H. System to meet all National Sanitation Foundation 61 certification standards for potable water contact. Use only colors approved by NSF 61/600 are to be used in the wet interior.
I. The Contractor is to follow relevant items from Sections 09 97 13 and 09 97 13.10.
J. Payment is incidental to weld repairs.

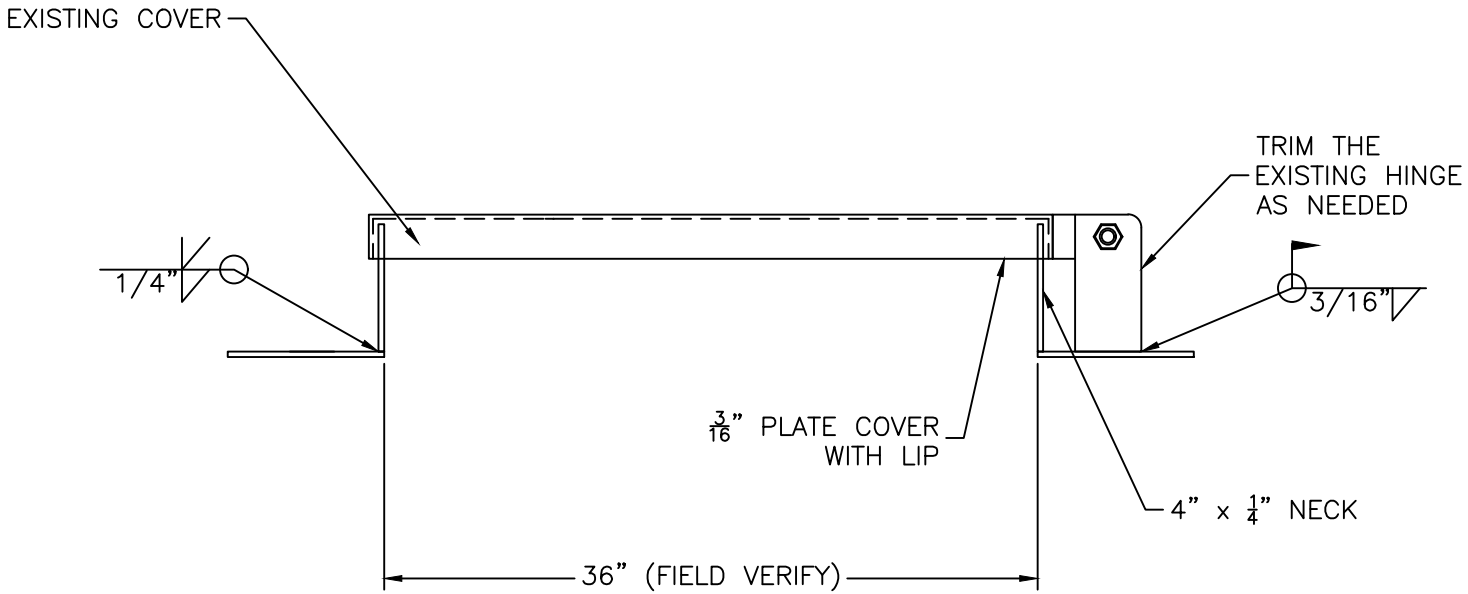



NOTE:
1. INSTALL COUPLINGS UNDER THE BOWL. COUPLINGS TO BE DIRECTLY ON THE CENTER POINT BETWEEN THE RISER AND EACH LEG, ONE COUPLING BETWEEN THE RISER AND EACH LEG.
2. THREADED CONNECTIONS ARE TO BE SEALED WITH PIPE JOINT COMPOUND.
3. ENGINEER TO FIELD VERIFY LOCATION OF EACH COUPLING.

Note: Drawing not to scale.

DIXON ENGINEERING, INC.

| | |
|---|---|
| Franklin, OH 1,000,000 Toroellipse | |
| Bowl Rigging Couplings | |
| Drawn By: TMF | Date: 05/20/26 |
| Checked By: JVR | DWG: 01 |

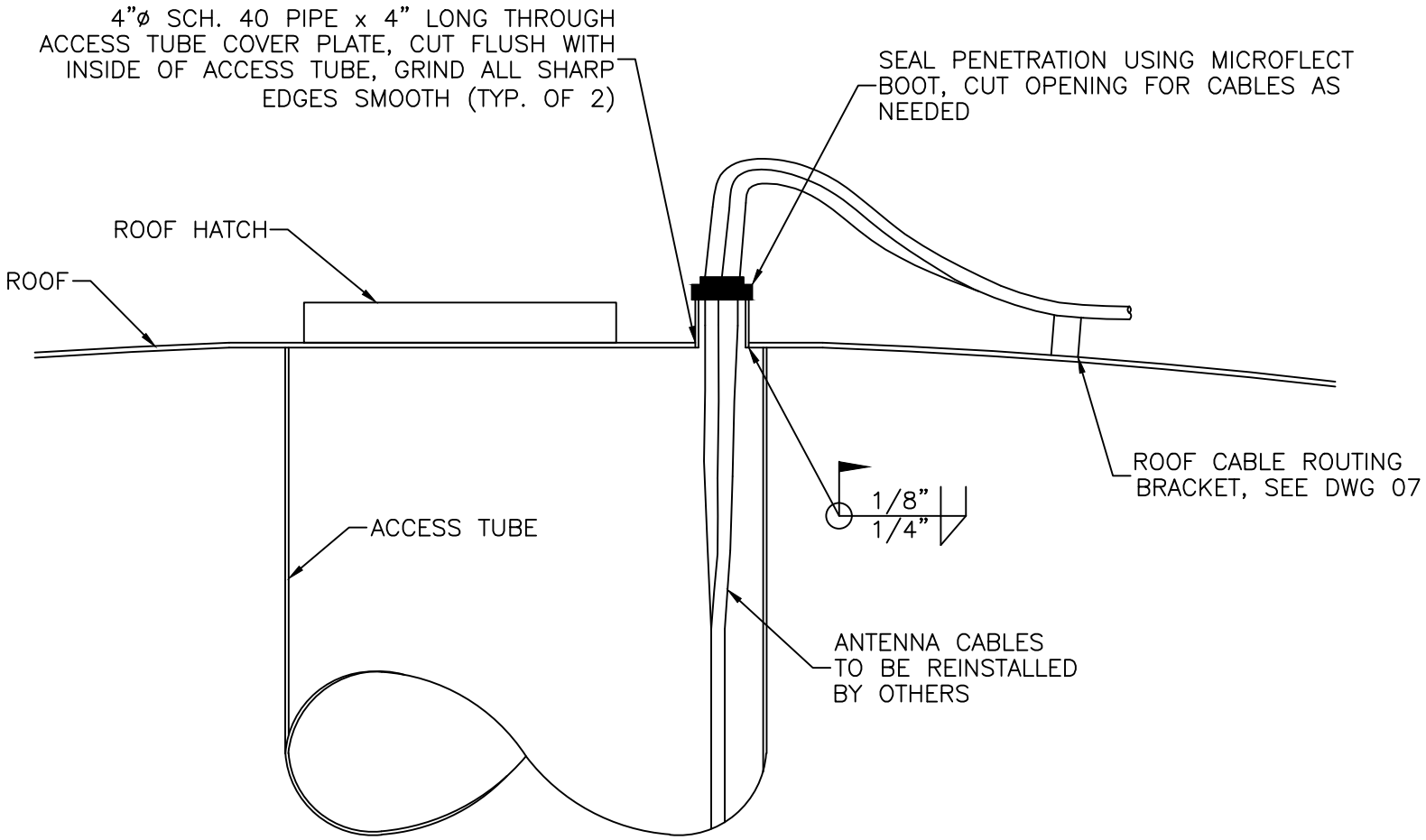



NOTE:
HATCH COVER IS TO SEAT ON TOP OF THE ENTIRE CURB WHEN CLOSED.

Note: Drawing not to scale.

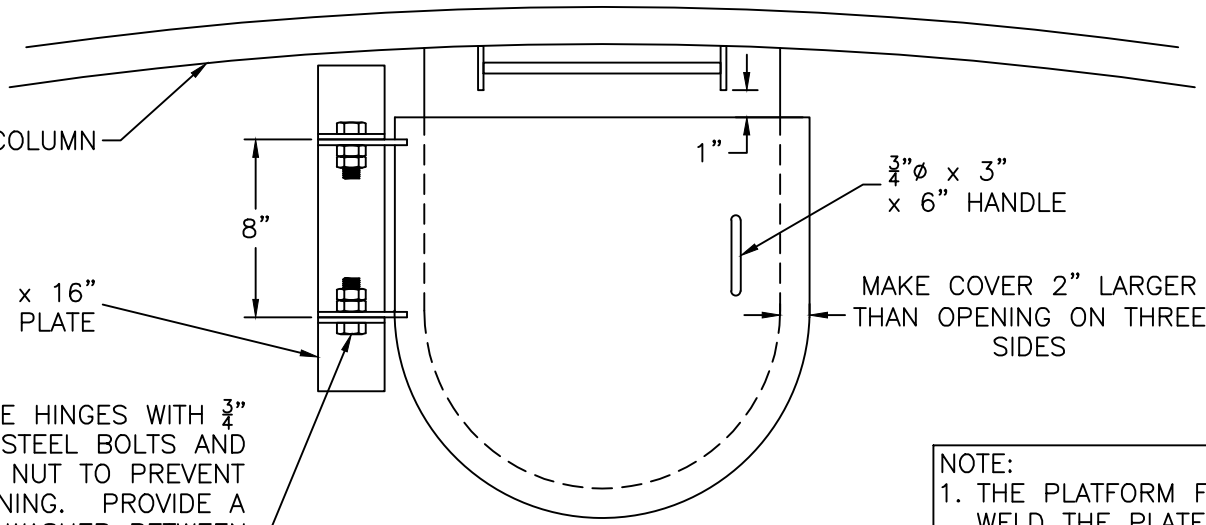
DIXON ENGINEERING, INC.

| | |
|---|---|
| Franklin, OH 1,000,000 Toroellipse | |
| Access Tube Roof Hatch Curb | |
| Drawn By: TMF | Date: 05/20/26 |
| Checked By: JVR | DWG: 02a |



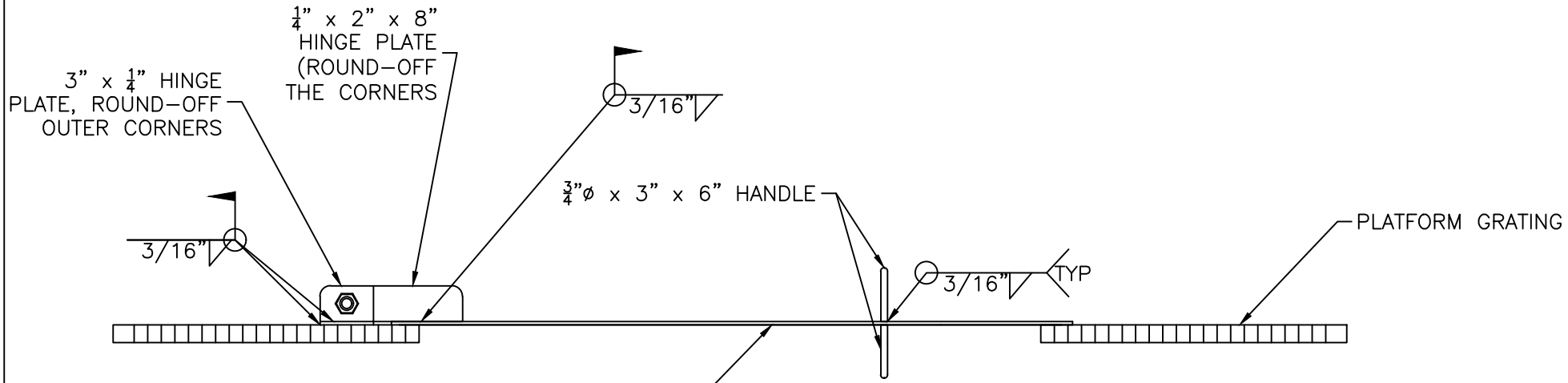

Note: Drawing not to scale.

| DIXON ENGINEERING, INC. | |
|---|---|
| Franklin, OH 1,000,000 Toroellipse | |
| Antenna Cable Penetrations | |
| Drawn By: TMF | Date: 05/20/26 |
| Checked By: JVR | DWG: 02b |




NOTE:
1. THE PLATFORM FLOOR IS GRATING. WELD THE PLATE AT EVERY CONNECTION POINT OF THE GRATE.

## PLAN VIEW

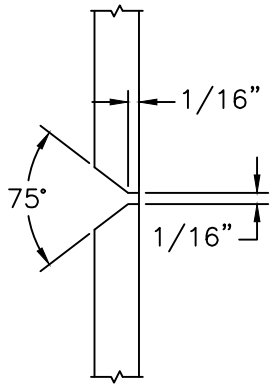



## SECTION VIEW

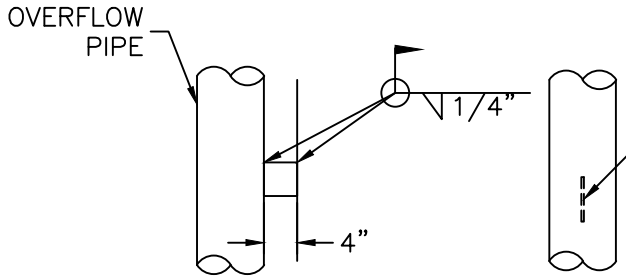
Note: Drawing not to scale.

DIXON ENGINEERING, INC.

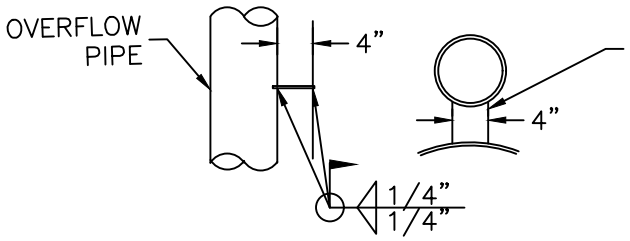
| | |
|---|---|
| Franklin, OH 1,000,000 Toroellipse | |
| Platform Hatch | |
| Drawn By: TMF | Date: 05/20/26 |
| Checked By: JVR | DWG: 03 |



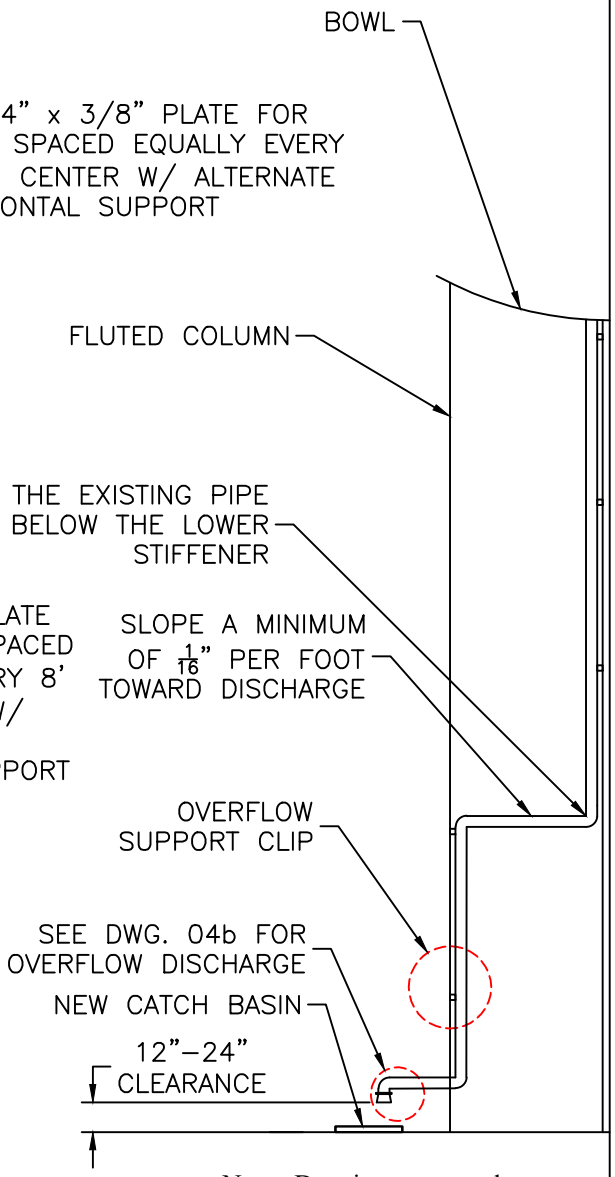

## WELD DETAIL




## VERTICAL SUPPORT




## HORIZONTAL SUPPORT

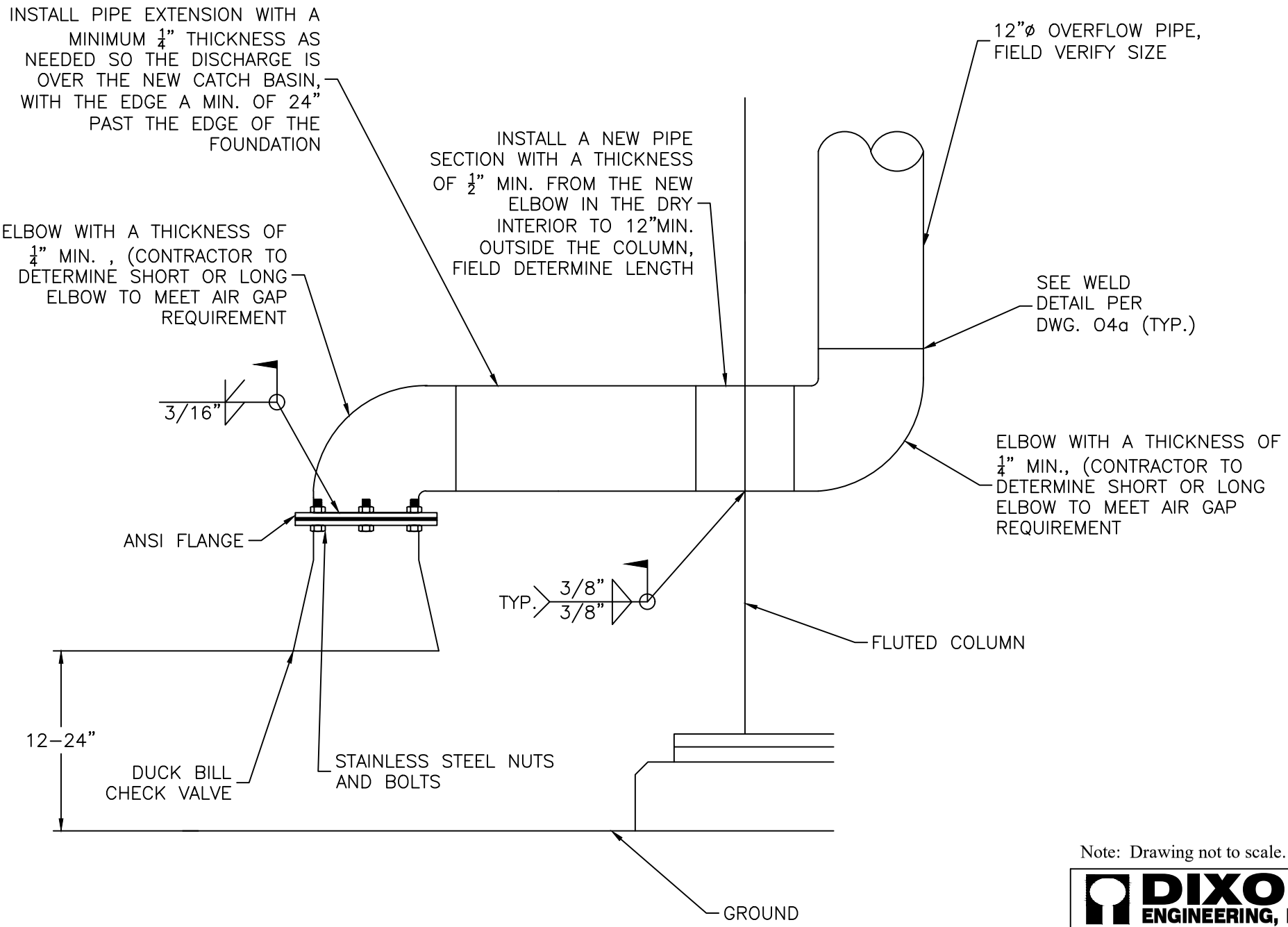



NOTE:
1. OVERFLOW PIPE IS TO BE 12" IN. DIAMETER (FIELD VERIFY) SCH. 40.

Note: Drawing not to scale.

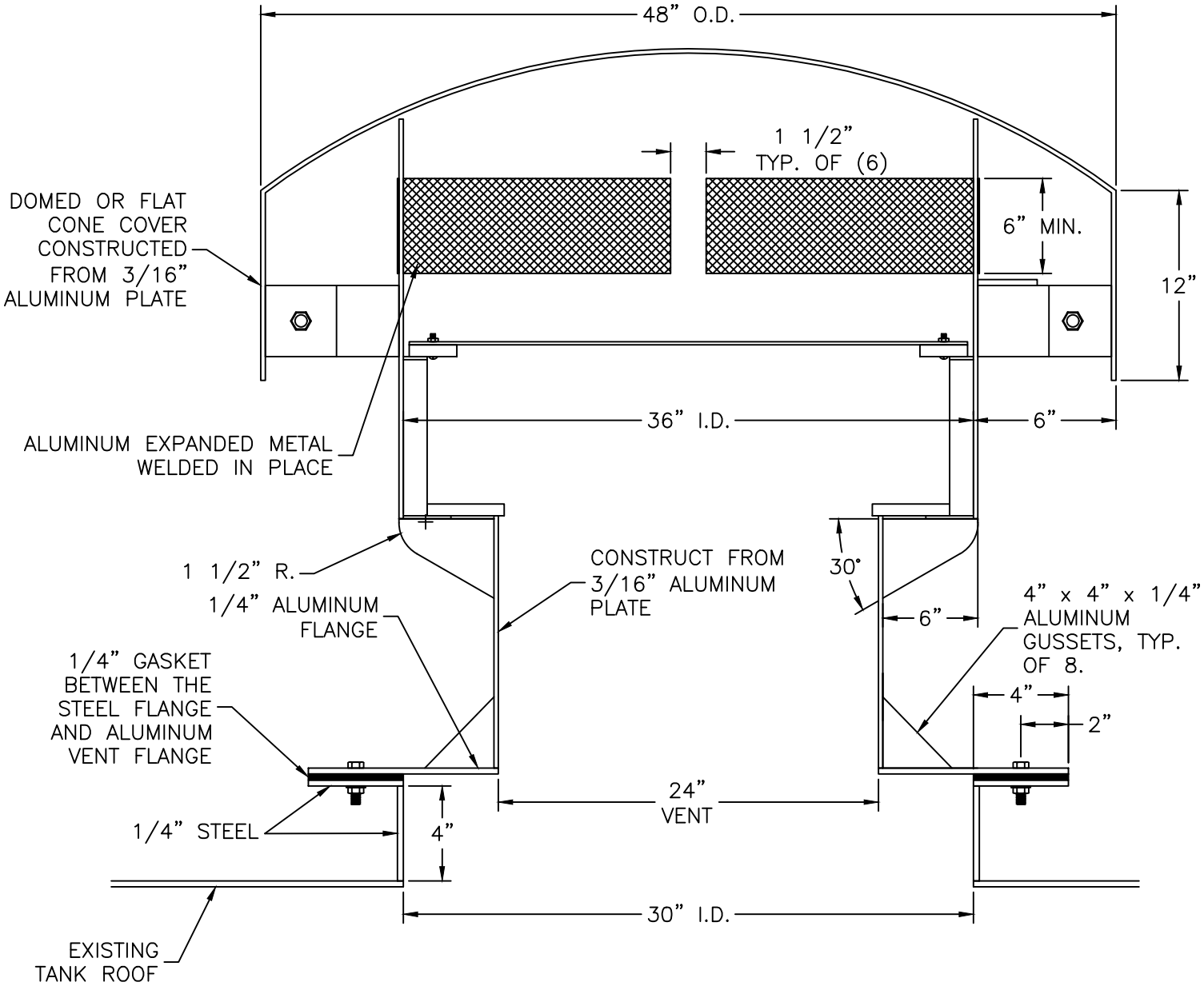
# OVERFLOW PIPE

| DIXON ENGINEERING, INC. | |
|---|---|
| Franklin, OH 1,000,000 Toroellipse | |
| Overflow Pipe Reroute | |
| Drawn By: TMF | Date: 05/20/26 |
| Checked By: JVR | DWG: 04a |

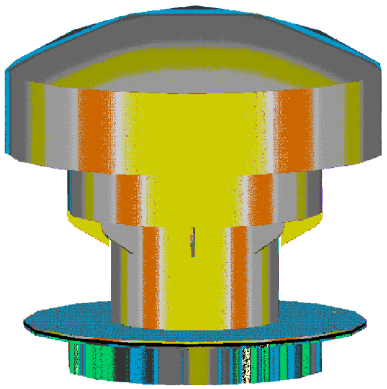



Note: Drawing not to scale.

| DIXON ENGINEERING, INC. | |
|---|---|
| Franklin, OH 1,000,000 Toroellipse | |
| Overflow Pipe Discharge | |
| Drawn By: TMF | Date: 05/20/26 |
| Checked By: JVR | DWG: 04b |



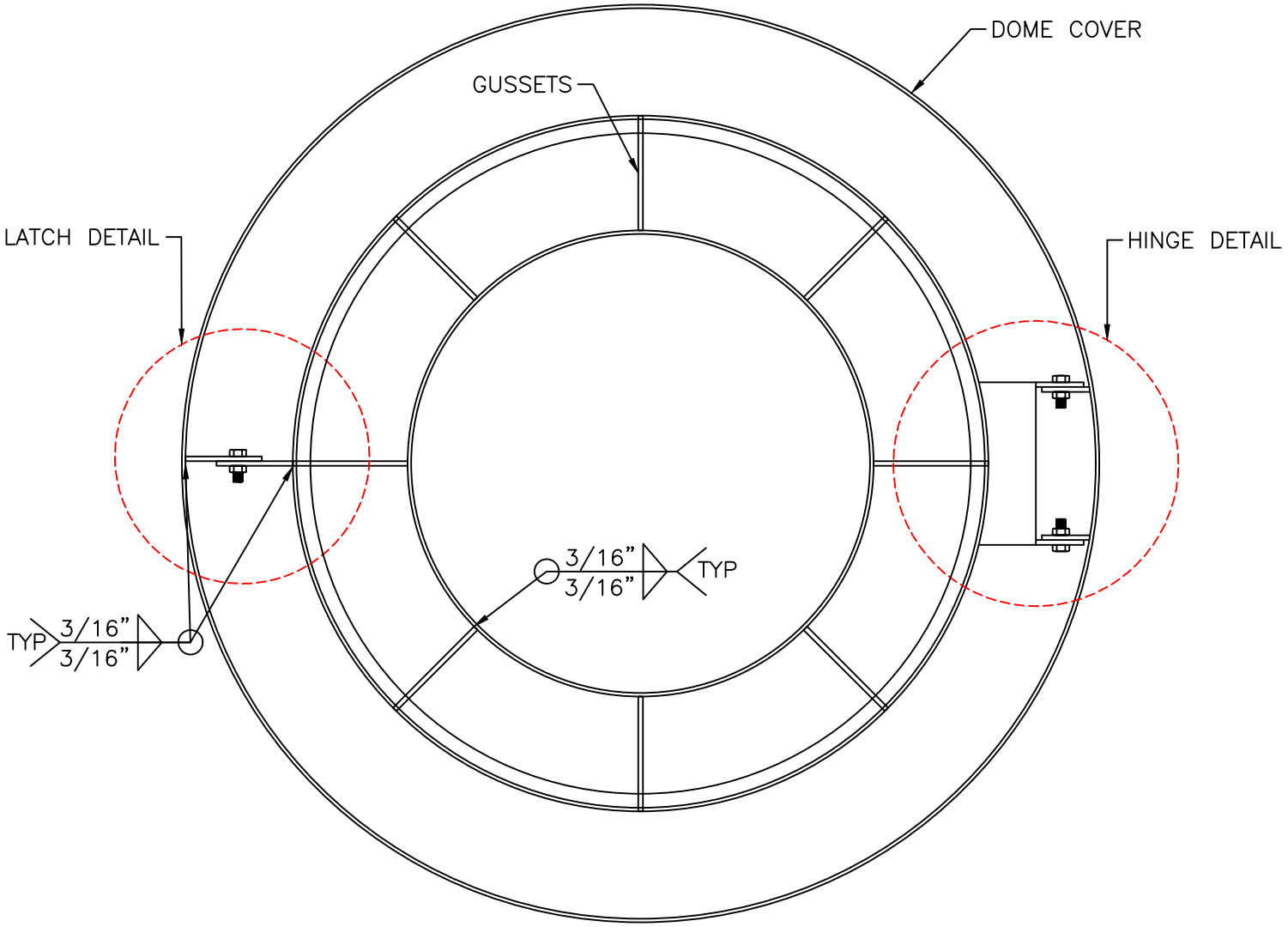

SECTION VIEW



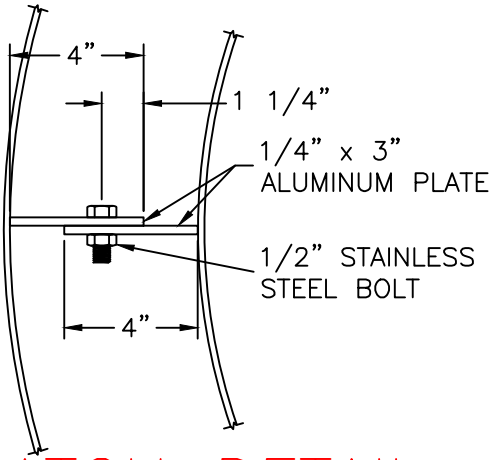
ISO VIEW

Note: Drawing not to scale.

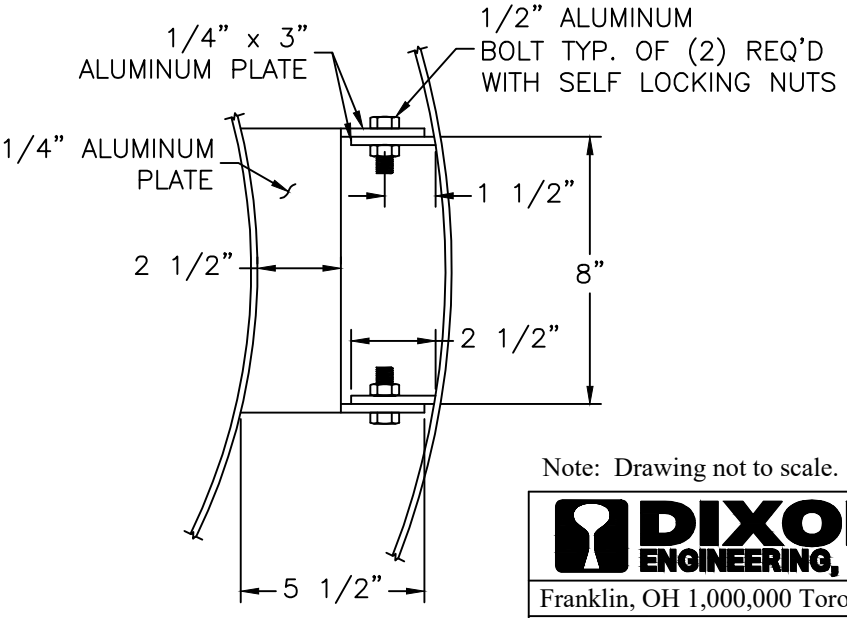
| DIXON ENGINEERING, INC. | |
|---|---|
| Franklin, OH 1,000,000 Toroellipse | |
| 16" Pressure Vacuum Roof Vent | |
| Drawn By: TMF | Date: 05/20/26 |
| Checked By: JVR | DWG: 05a |




# PLAN VIEW



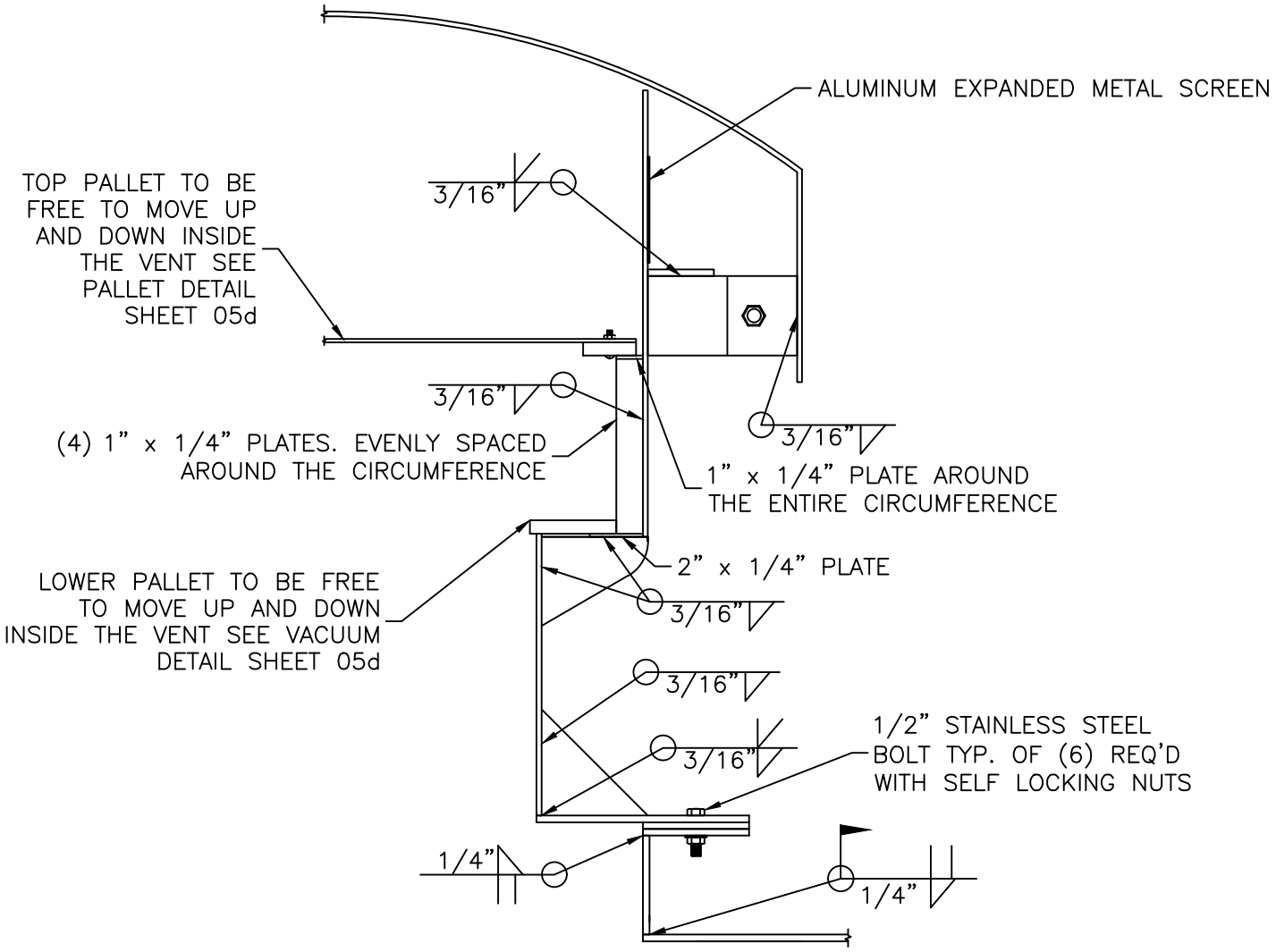

# LATCH DETAIL




# HINGE DETAIL

Note: Drawing not to scale.

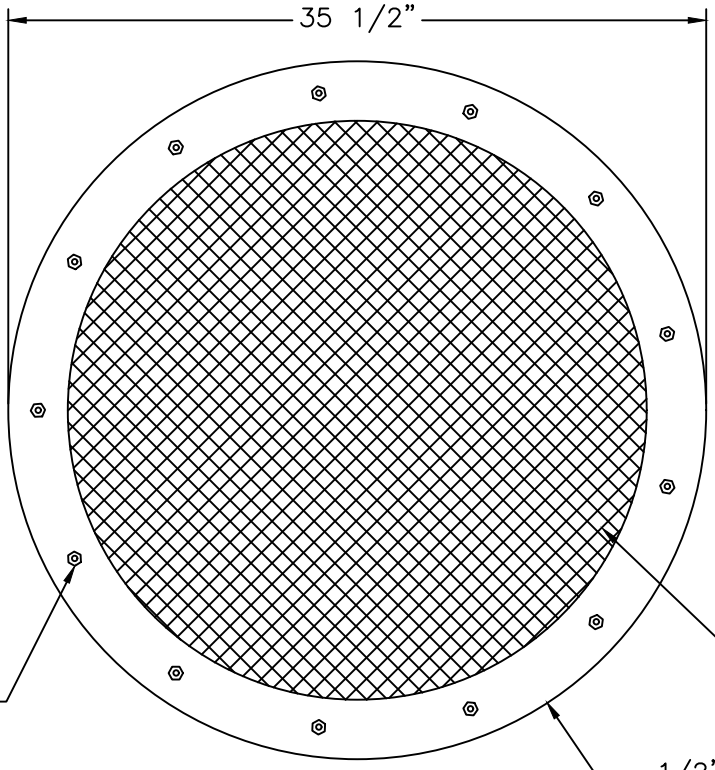
| DIXON ENGINEERING, INC. | |
|---|---|
| Franklin, OH 1,000,000 Toroellipse | |
| 16" Pressure Vacuum Roof Vent | |
| Drawn By: TMF | Date: 05/20/26 |
| Checked By: JVR | DWG: 05b |




# WELDING DETAIL

Note: Drawing not to scale.

| DIXON ENGINEERING, INC. | |
|---|---|
| Franklin, OH 1,000,000 Toroellipse | |
| 16" Pressure Vacuum Roof Vent | |
| Drawn By: TMF | Date: 05/20/26 |
| Checked By: JVR | DWG: 05c |

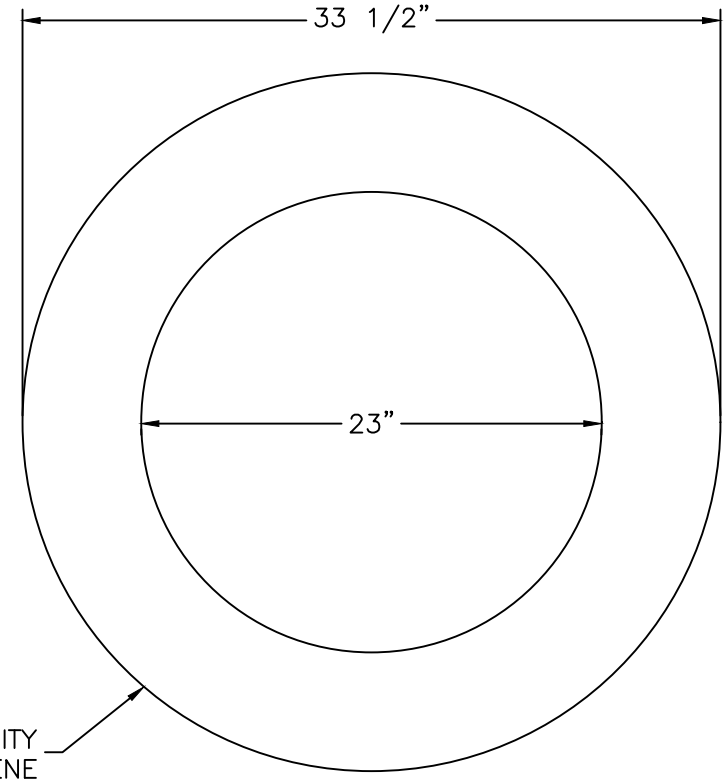



1/4" ALUMINUM BOLTS W/NUTS. 4"–6" O.C. MAINTAIN UNIFORM DISTANCE

24 MESH ALUMINUM SCREEN

1/2" x 2" WIDE HIGH DENSITY POLYETHELENE TYPICAL OF TWO SECTIONS, SCREEN TO BE SANDWICHED BETWEEN THE TWO RINGS

## TOP PALLET

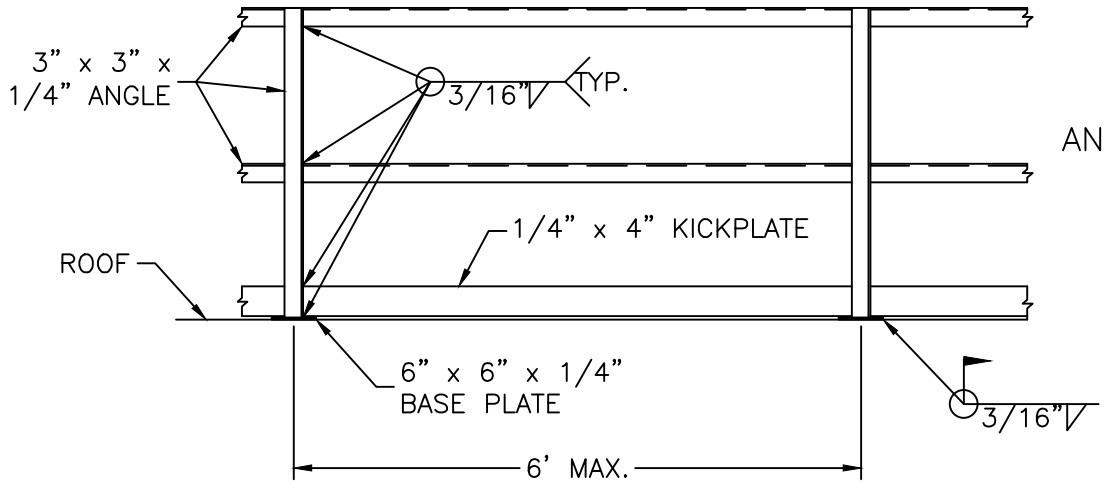



1/2" HIGH DENSITY POLYETHELENE

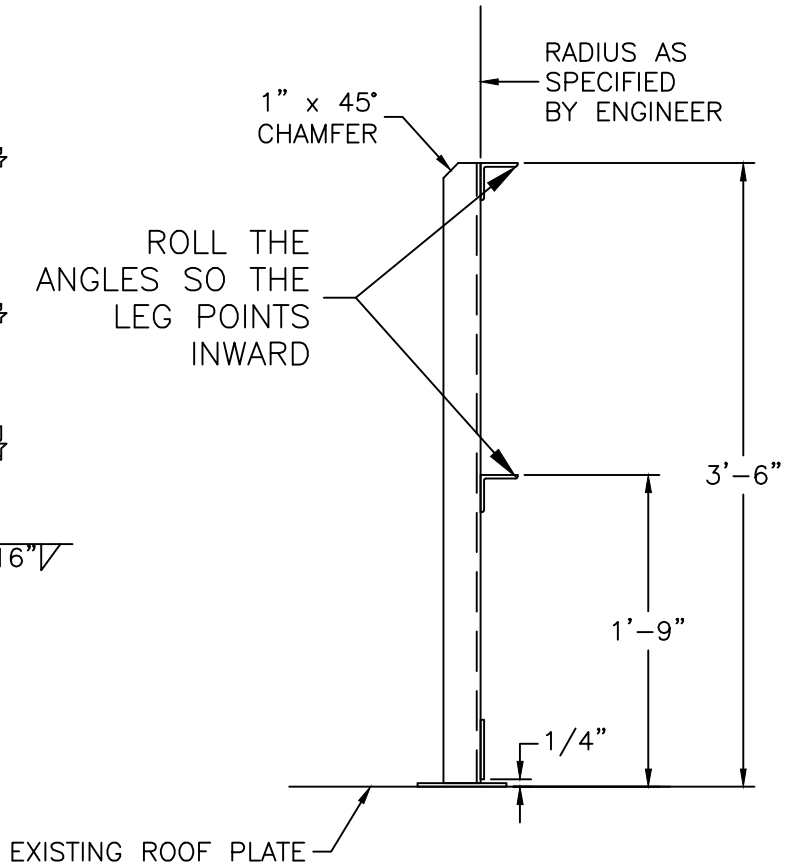
## VACUUM PALLET

Note: Drawing not to scale.

| DIXON ENGINEERING, INC. | |
|---|---|
| Franklin, OH 1,000,000 Toroellipse | |
| 16" Pressure Vacuum Roof Vent | |
| Drawn By: TMF | Date: 05/20/26 |
| Checked By: JVR | DWG: 05d |




FRONT VIEW




SIDE VIEW

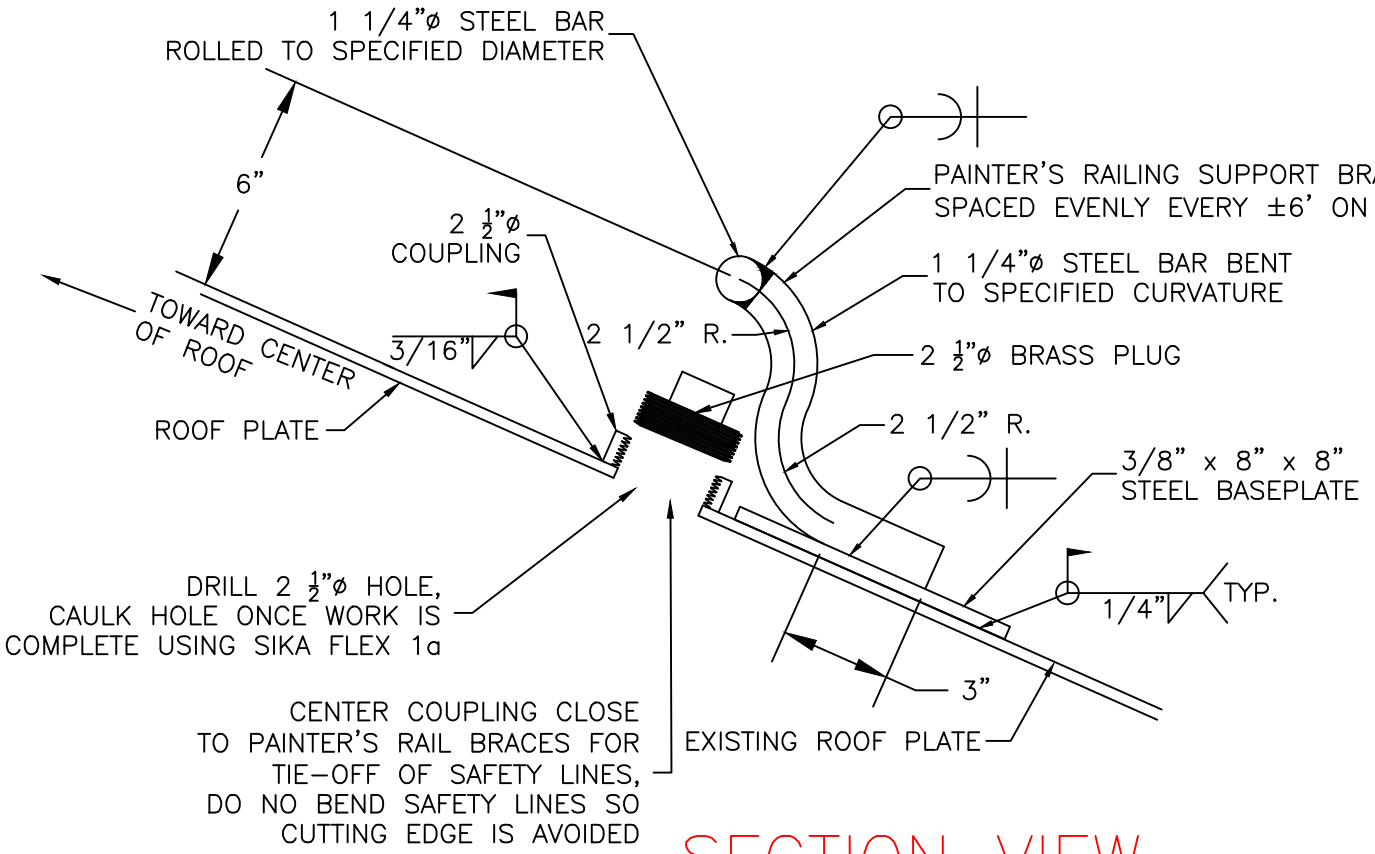
NOTES:

1. HANDRAIL AND POST ARE TO BE CONSTRUCTED OF 3" x 3" x 1/4" STRUCTURAL STEEL ANGLE. POST BASE PLATES ARE BE 6" x 6" x 1/4" STEEL PLATE. MIDRAILS SHALL BE 3" x 3" x 1/4" STRUCTURAL STEEL ANGLE. ALL WELDS SHALL BE 3/16" CONTINUOUS FILLET WELDS; ALL AROUND.
2. SPACING BETWEEN MOUNTING PADS IS NOT TO EXCEED 6'. IT MAY BE NECESSARY TO USE MORE THAN THE NUMBER OF PADS SHOWN.

Note: Drawing not to scale.

DIXON ENGINEERING, INC.

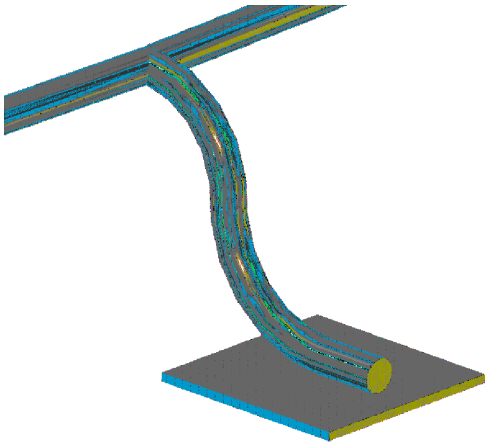
| | |
|---|---|
| Franklin, OH 1,000,000 Toroellipse | |
| Roof Handrail | |
| Drawn By: TMF | Date: 05/20/26 |
| Checked By: JVR | DWG: 06a |




## SECTION VIEW

NOTES:

1. PROVIDE COUPLING AT PAINTER'S RAIL BRACES (ONE AT EVERY OTHER BRACE).
2. ALL WELDED CONNECTION POINTS FOR THE 1 1/4" ROLLED STEEL BAR MUST BE COMPLETED AT A PAINTER'S RAIL BRACE.
3. THREADED CONNECTIONS ARE TO BE SEALED WITH PIPE JOINT COMPOUND.
4. 8" DIA. BASEPLATES ARE ACCEPTABLE IN LIEU OF SQUARE SHAPED.
5. ONE STANDOFF WITHIN 3" OF EACH SIDE OF A BUTT JOINT (2 STANDOFFS AT EACH JOINT) IS ACCEPTABLE IN LIEU OF PLACING SUPPORT DIRECTLY AT BUTT JOINT.
6. ALTERNATE STANDOFF SHAPES WITH EQUIVALENT LOAD CAPACITY MAY BE SUBMITTED FOR REVIEW.

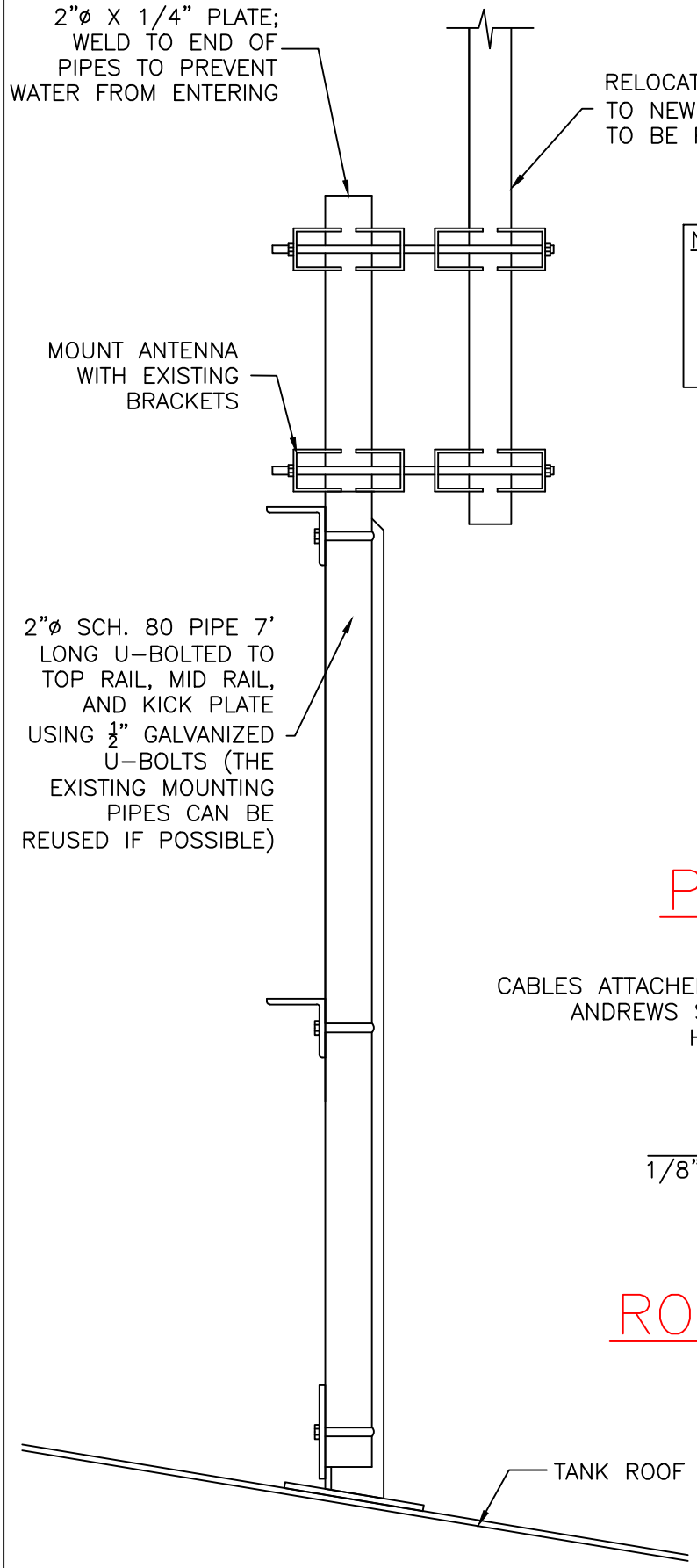


## ISO VIEW

Note: Drawing not to scale.

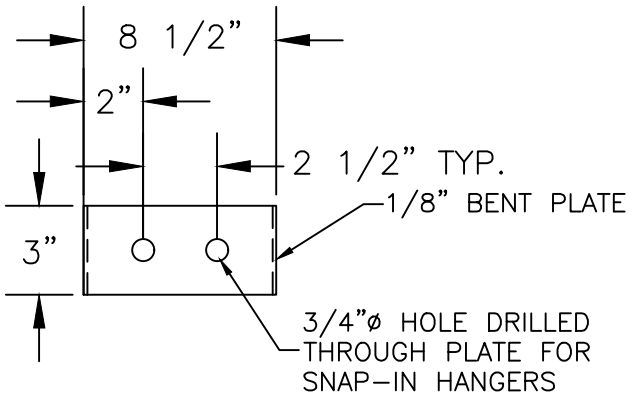
DIXON ENGINEERING, INC.

| | |
|---|---|
| Franklin, OH 1,000,000 Toroellipse | |
| Painter's Railing | |
| Drawn By: TMF | Date: 05/20/26 |
| Checked By: JVR | DWG: 06b |

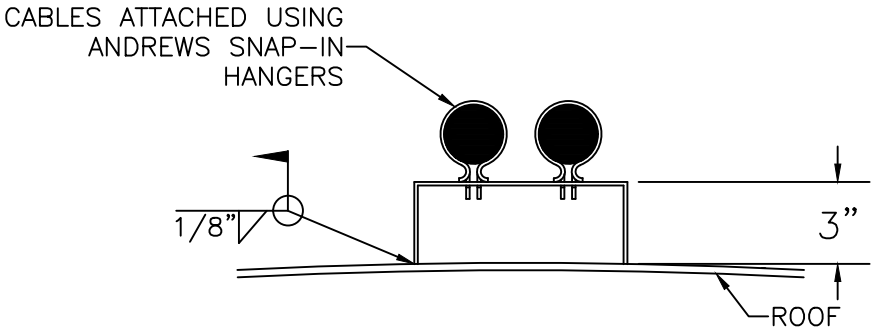



NOTES:

1. CONTRACTOR TO WELD PLATES TO ROOF TO SUPPORT CABLES SPACED AT 36" MINIMUM. THERE ARE TO BE TWO (2) SETS OF PLATES FROM THE ACCESS TUBE TO THE HANDRAIL.




## PLAN VIEW




## ROOF CABLE SUPPORT

Note: Drawing not to scale.

| | |
|---|---|
| DIXON ENGINEERING, INC. | |
| Franklin, OH 1,000,000 Toroellipse | |
| Antenna Mount | |
| Drawn By: TMF | Date: 05/20/26 |
| Checked By: JVR | DWG: 07 |

# SECTION 09 97 13
# STEEL COATING

## PART 1 – GENERAL

### 1.01 SECTION INCLUDES
A. Painting of steel structures.
B. Interior cleaning and disinfection.

### 1.02 REFERENCES
A. AWWA Standards (latest versions):
   1. D102 – Painting Steel Water Storage Tanks.
   2. C652 – Disinfection of Water Storage Facilities.
   3. C655 – Field Dechlorination.
B. NSF/ANSI (latest versions)
   1. NSF/ANSI 60/600 and 61/600.

### 1.03 WORK INCLUDED
A. Exterior: Apply a four (4) coat zinc epoxy urethane fluoropolymer system.
B. Wet Interior Alternate: Apply a three (3) coat zinc epoxy system.
C. Dry Interior: Apply a spot two (2) coat epoxy system to the prepared surfaces.

### 1.04 EXISTING COATING CONDITIONS
A. Exterior: Acrylic system tested for lead at 5.9% by weight and tested for chromium at 0.030% by weight.
B. Wet Interior: Presumed to be an epoxy system.
C. Dry Interior: Unknown system tested for lead at 0.41% by weight and tested for chromium at 0.026% by weight.

### 1.05 OMISSIONS OR INCIDENTAL ITEMS
A. It is the intent of these specifications to coat the structure for the purpose of corrosion protection on wet interior surfaces. It is the intent to coat the exterior for corrosion protection and aesthetics.
B. Any minor or incidental items not specifically detailed in the schedule, but inherently a part of the work is included at no additional cost to the Owner.
C. The Engineer, as interpreter of the specifications, will determine if disputed items fall under this category. Prevailing customs and trade practices will be considered in this determination.

## 1.06 PAINTER QUALIFICATIONS

A. The Contractor is to complete all coating and surface preparation.
B. All coating applicators are to be specialized in industrial or heavy commercial painting.

## 1.07 SUBMITTALS

A. Provide an electronic copy to the engineer. Note that the Contractor is to supply a separate copy of the SDS of each product at the job site that is accessible by their employees.
B. No work may commence without the complete filing. All SDS shall conform to the requirements of SARA (EPCRA) Right-to-Know Act.
C. Submit the following:
    1. Occupational Safety and Health Programs and certification that all site personnel have been trained as required by law.
D. Submit the following ten (10) days prior to the preconstruction meeting:
    1. Safety Data Sheets (SDS) and Product Data Sheets:
        a. Furnish from all suppliers Safety Data Sheets and product data sheets for all applicable materials including but not limited to: coatings, thinners, additives, cleaners, caulking, degreasers, chlorine, abrasives, abrasive additives, and pretreatments.
    2. Ventilation Design Plan. Include airflow calculations, dust collector size, fan size, and number of fans.
    3. Dehumidification/Heat Design Plan. Include airflow calculations, equipment size, number of units used, connection details, and power source. Include noise suppressant design.
    4. Fall Prevention Plan and Site-Specific Fall Hazard Evaluation:
        a. Site specific plan to contain a description and/or generic drawing of the existing structure and appurtenances of this structure and reflect safety changes specified for this Project.
        b. Certifications for all spiders, scaffolding, stages, etc., to be used on the Project. All certifications to be current, less than one (1) year old.
E. Submit the following at the preconstruction meeting:
    1. Designated OSHA Competent Person and qualifications, if not previously submitted.
F. Submit the following within two (2) weeks of project completion with final pay request:
    1. Waste manifest, waste hauler and disposal facility. Required even if testing results indicate that the waste is non-hazardous.
    2. Waivers of lien.

3. Copies of any formal worker safety or environmental citations received on the Project.

## 1.08 OWNER RESPONSIBILITY

A. Drain the structure with seven (7) day notice after the Contractor meets all precedent conditions of the contract.
B. Fill the structure and draw samples and test after chlorination; responsibility for passing test results remains with the Contractor. Failing test results could result in added costs to the Contractor, including re-chlorination, cost of water, plus possible liquidated damages.

## 1.09 DELIVERY and STORAGE of MATERIAL

A. The Owner reserves the right to require that the Contractor is to have all of the required coating for the Project delivered to the site or to the Owner's storage facility prior to the structure being taken out of service and commencement of the Project.
B. Submit the manufacturer's invoice, with or without paint cost, to the Engineer for review. This submittal will be used to identify the quantity of paint recommended by the manufacturer for a job of this size and design and will be used to check the quantity actually delivered to the Project.
C. Cover bulk materials subject to deterioration because of dampness, weather, or contamination, and protect while in storage.
D. Maintain materials in original, sealed containers, unopened and with labels plainly indicating the manufacturer's name, brand, type, grade of material, and batch numbers.
E. Remove from the work site containers that are broken, opened, water marked, and/or contain caked, lumpy, or otherwise damaged materials. They are unacceptable.
F. Store the material in a climate controlled designated area where the temperature will not exceed the manufacturer's storage recommendations. Heat the storage area to the manufacturer's recommended minimum mixing temperature.
G. Keep equipment stored outdoors from contact with the ground, away from areas subject to flooding, and covered with weatherproof plastic sheeting or tarpaulins.
H. Store all painting materials in a location outside the structure.
I. Do not store or have on-site unapproved material, material from different manufacturers, or materials from different Projects.

## 1.10 ACCESS and RPR SAFETY

A. Provide access to all portions of the Project where work is being completed. Access must be close enough and secure enough to allow the RPR to use equipment without extensions.

B. Provide personnel to assist with access and to ensure the Contractor's access equipment is safely used.
C. Provide separate fall protection devices and safety lines for the Owner and observers that meet all local and federal OSHA requirements.
D. New safety tie-off points have been added as part of this Project, see Section 05 00 00 Metal Repairs. Do not rig equipment from these points. Provide separate fall protection cables and safety grabs for each tie-off point. The Contractor can install additional rigging couplings for staging. Coupling design for the additional couplings is to match those designed for safety lines.
    1. Tie-off points are located on the roof for wet interior safety.
    2. Tie-off points are located on the bowl for safety lines during exterior coating.
E. These specifications require the Contractor to supply a separate fall protection cable and safety grab for each tie-off point for the observer's use. The Contractor is encouraged to provide a separate cable and tie-off for each worker. The cables may be connected to the same tie-off point as the RPR, but a separate cable and safety grab are required for each user.

## 1.11 OBSERVATION and TESTING

A. Prior to the scheduled observation, remove all dust, spent abrasive, and foreign material from the surface to be coated.
B. The Contractor is to furnish an instrument for measuring the wet film thickness, and also a calibrated instrument for measuring dry film thickness of each field coat of paint. The dry film thickness testing gauge to be the magnetic type as manufactured by Elcometer Co., or the Nordson Gauge Co.; spring loaded model with two percent (2%) accuracy margin over a range of one-to-twenty-one (1-100) mils or equal.
C. The Engineer will furnish and operate observation equipment for their own use as quality assurance.
D. Certify to the Owner that the specified paint has been applied at the paint manufacturer's recommended coverage, and to the specified thickness required. Also, certify that the paint has been applied in accordance with this Contract.
E. Take all necessary steps, including dry striping by brush or roller, to ensure a holiday-free coating system.
F. The wet interior coatings/coating repairs are subject to low or high voltage holiday testing.
G. The Owner and Engineer reserve the right to perform destructive testing under conditions deemed necessary. Testing may include, but is not limited to, the Tooke thickness test and adhesion testing. Any damage caused by these tests will be corrected per these specifications by the Contractor at the Contractor's expense.

## 1.12 SCHEDULING

A. Complete all welding and any other work before coating operations begin, including surface preparation that might damage the new coating system. The exception is coating removal in the weld area.
B. If the Contractor wants a variance in this schedule, request the change and provide a reason in writing to the Owner. The Project Manager will reply with a written Field Order if the change is approved. The Engineer reserves the right to put further conditional restrictions in the Field Order. If the Contractor objects to restrictions, they may revert to the original specifications.

## 1.13 CLIMATIC CONDITIONS

A. Do not apply paint when the temperature, as measured in the shade, is below the manufacturer's required ambient conditions and surface temperatures.
B. Do not apply paint to wet or damp surfaces, or during rain, snow, or fog.
C. Do not apply paint when it is expected the relative humidity will exceed 85%, or the surface temperature is less than 5º F above dew point, or the air temperature will drop below the manufacturer's requirements for proper cure. Anticipate dew or moisture condensation, and if such conditions are prevalent, delay painting until the observer is satisfied that the surfaces are dry.

## 1.14 APPLICATION

A. Complete all painting and surface preparation in strict accordance with these specifications, approved paint manufacturer's specifications, and good painting practices per SSPC.
B. Apply each coating at the rate and in the manner specified by the manufacturer. Check the wet film thickness regularly during coating application to ensure each coat applied meets the dry film thickness range requirements.
C. Allow sufficient time for each coat of paint to dry and cure. Allow a minimum of twenty-four (24) hours between coats, unless product requirements have a maximum time of less than 24 hours. Additional time may be necessary if low temperatures require an increase in the necessary cure time.
D. Responsibility for damage caused by coating application and repair of coatings improperly applied is the responsibility of the Contractor, even with prior non objection to application procedures:
    1. Apply exterior coating by brush and roller only with the exception of work performed while the containment is deployed. The prime coat can be applied using spray application when the containment is in operation, all other coats are to be brushed and rolled.
    2. Coatings are to be applied using methods to eliminate roller or spray marks in the finished product on the exterior.

3. Painting may be delayed because of poor coverage or the potential damage from overspray and/or dry spray.
4. The Contractor is responsible for the appearance of the finished project and is advised to prevent contact with any freshly applied coating. Removal of rigging is to be completed so as not to damage the coating.
5. Stripe the wet interior prior to the application of the final coat.
6. Additional coats may be required for coverage or to eliminate roller marks, spray marks and to repair dry spray and overspray.

E. Use of pole extensions on spray guns is prohibited for all paint applications.

F. Mixing partial kits is not permitted. All partial coating containers must be removed from the site.

G. Mixing blades to be clean. The Engineer has the right to reject mixing blades based on cleanliness or paint build-up. Do not use the same mixing blade for different coatings (i.e., epoxy and urethane coatings).

### 1.15 PRESSURE RELIEF VALVES

A. Furnish two (2) pressure relief valves for the Owner to install.

B. The valves are to be Aquatrol series 69F1 manufactured by Aquatrol Valve Company, Inc. www.aquatrol.com (800) 323-0688, or approved equal.

C. Valves will need to be fitted with a hydrant thread adaptor. Valves to be adjustable with a range of 30 to 90 psi. Set the valve at 60 psi and the Owner will adjust the valves once installed.

D. Supply three (3) days prior to draining of the structure.

E. After work on the structure is complete with successful disinfection and dechlorination completed, the Owner will return the valves to the possession of the Contractor.

F. Cost is incidental to the Project.

## PART 2 – PRODUCTS

### 2.01 COLOR

A. Exterior Coatings:

1. Supply the Engineer with a color chart to allow the Owner ample time for the exterior topcoat color selection.
2. Factory tint the intermediate coat(s) for all areas of the structure if similar to the finish coat. Tinting is to be sufficient to allow visibility of the dissimilar color from 1 ft., and from 100 ft.
3. The Owner is to select or verify the topcoat color at the preconstruction meeting. The Contractor is responsible for verifying all topcoat colors with the Owner, even when specified, prior to ordering topcoat products.

a. All bids are to be based on a two-tone system with a “dark blue” on the bowl (from the top of the legs down), legs and column and “white” color on the sidewall and roof.
b. At no additional cost, the Owner reserves the right to paint the tank two separate colors (i.e., white tank; green pedestal).

B. Wet Interior and Dry Interior Coatings:
1. The color is to be a different tint between coats. Tinting to be performed in the factory. The final color is to be white, blue, or off-white as selected by the Owner. The topcoat color is to be verified at the preconstruction meeting.
2. Only colors approved by NSF 61/600 are to be used in the wet interior.

## 2.02 SUBSTITUTIONS

A. All coatings specified and approved herein have met or exceeded a specified list of ASTM standards. The materials specified are the standard to which all others are to be compared.
B. The purpose is to establish a standard of design and quality, and not to limit competition.
C. Manufacturers wishing to have their products approved are to have their coatings tested using the same test methods.
D. Approval by ANSI/NSF Standard 61/600 is also a requirement for potable water contact coatings.
E. The selection of coatings and manufacturers have taken into consideration the manufacturer’s current and past performance on availability, stocking, and shipping capabilities, ability to resolve disputes, and any applicable warranties.

## 2.03 DEHUMIDIFICATION AND CLIMATE CONTROL – WET INTERIOR ALTERNATE

A. Supply dehumidification/heating units capable of maintaining dew point temperature lower than 15º below surface temperature during blasting and lower than 5º below surface temperature during coating application and cure, and steel temperature maintained above the manufacturer’s printed requirements.
B. Supply a dehumidifier designed with a solid desiccant having a single rotary desiccant bed capable of continuous operation, with fully automatic operation. Do not use liquid desiccant, granular, or loose lithium chloride drying systems. Refrigerant systems may be used in conjunction with desiccant units.
C. Plumbing, noise control, insulation, venting, and all incidental items needed to provide proper ambient conditions is to be included as one package.
D. Supply and maintain a power source for the dehumidifier and heater, unless otherwise specified.
E. Use a minimum 4,000 CFM dehumidification capacity for all wet interior work.

F. Dehumidification capacity can be obtained by combining two or more units, but total capacity must be met.

## 2.04 DUST COLLECTORS – AIR FILTRATION UNITS

A. Furnish and use a dust collector during all of the blasting work.
B. Units to be equal in filtration capacity to Eagle Industries dust collectors. Other units may be used, but their substitution will be evaluated on efficiency at 0.5-micron size and airflow movement.
C. Use 30,000 CFM minimum for wet interior work.
D. Dust collector capacity can be obtained by combining two or more units, but the total minimum capacity requirement must be met.
E. The substitution with steel grit blasting may decrease the requirements above. New requirements will be defined by the Engineer based on the efficiency of the Contractor's equipment.
F. Furnish HEPA filters for dust collection.
G. The number of dust collectors is to be sufficient to supply a 50 ft./minute downward draft in most areas. An average may be considered. Determination of actual containment plan will be the deciding factor. Calculations of airflow is to be included in the containment submittal.
H. Use only new filters or filters certified clean.

## 2.05 GROUND TARPS

A. Use impermeable ground tarps, 20 mils thick.
B. Use ground tarps able to withstand the anticipated construction traffic without tearing or separating.

## 2.06 EQUIPMENT COVERING

A. Use material that is 8 – 10 mils thick, and 100% impermeable to all vulnerable equipment.
B. Use material resistant to tear and/or rip by mechanical action from abrasive blasting during blasting operations.
C. Make coverings airtight by the use of duct tape at the openings, or other suitable measures.
D. Meet with the representative of equipment owners to verify covering will not damage equipment. This includes not only the Owner's equipment, but also telecommunication antennas, cables, buildings, controls, etc.

## 2.07 AIR DRYER FOR COMPRESSOR

A. Use air dryers that are sufficient to remove 98% of the moisture from the compressed air. Size the dryers on total cfm using manufacturer supplied charts. Upon request, provide charts to the Engineer for verification.
B. If the dryer fan is not operable, cease all blasting until the dryer is replaced or repaired.
C. Supply air dryer with an air draw-off valve to check air for dryness, oil contamination, and cleanliness on the outlet side of the air dryer.
D. For cleaning operations, draw clean air from the outlet side of the air dryer.

# PART 3 – EXECUTION

## 3.01 DISINFECTION

A. The Contractor is fully responsible for determining that the wet interior coatings/coating repairs have cured prior to disinfection and refilling the structure. The Contractor shall perform an MEK Solvent Double Rub Test per ASTM D 5402 to verify the cure of the coating film prior to returning the tank to service. The Owner reserves the right to perform their own MEK Solvent Double Rub Test, but the conclusion of the test results is the sole responsibility of the Contractor.
B. Disinfect the completely painted structure in accordance with AWWA Standard C652 Chlorination Method No. 3.
C. Furnish the material and labor necessary to disinfect the structure in the required manner. Any chlorine products used shall be NSF 60/600 approved. Assist the Owner during filling and ensure that any manways are free of leaks after filling. The Contractor is to adjust the manways and replace gaskets as needed to ensure there are no leaks.
D. Contractor shall never allow water to enter the distribution system until satisfactory bacteriological test results are received and any dechlorination requirements are met. Throughout the Project, only the Owner will operate valves allowing water back into the distribution system.
E. The Owner is responsible for collecting two consecutive bacteriological samples, 24 hours apart, following disinfection. Satisfactory results are required before the tank can be returned to service.
F. Water drained to waste may not contain any substances in concentrations that can adversely affect the natural environment. No total residual chlorine may be measured in water discharged to surface water. It is recommended that the water be dechlorinated per AWWA C655 Field Dechlorination.
G. The Contractor shall pay all additional expenses if it is necessary to repeat the testing and disinfection procedure as a result of defective work, including Engineering fees.

## 3.02 PROTECTION OF NON-WORK AREAS

A. Protect all non-blasted/painted surfaces prior to all abrasive blast cleaning/painting.
B. Thoroughly cover the fill/draw pipe, overflow pipe, and all other openings. Do not permit abrasive or paint chips to enter the piping or distribution system. Use watertight seals on the pipes.
C. Protect and seal all controls and electrical components (even if they are not in the immediate work area) that are in danger from the Project. Coordinate with the Owner so all controls are shut down and/or vented if necessary.

## 3.03 ANTENNA REMOVAL

A. There are three (3) antennas mounted on the roof. The number of antennas listed is from the last known condition.
B. The antennas and cables are to be removed/coordinated by the Owner prior to the start of the Project and reinstalled after coating is completed.
C. All welded brackets will remain in place for the Contractor to surface prepare and paint.
D. Any galvanized or stainless-steel materials are to be removed by the antenna carrier prior to tank surface preparation and reinstalled by the antenna carrier after the topcoat is dry to the touch.
E. All previously coated items are to be removed surface prepared, coated and reinstalled with the original brackets after the topcoat is dry to the touch.
F. Cost is incidental to the Project.

## 3.04 ANTENNA MOUNTING EQUIPMENT COATING

A. Antenna mounting equipment is to be surface prepared and coated to match the exterior tank per these specifications including but not limited to brackets and mounting poles.
B. Note that the antennas, radio heads, cables, etc. are not to be coated. Coating is limited to items that have previously been coated to match the tank.
C. All previously coated items are to be coated per the exterior specifications. Any galvanized, stainless steel or other uncoated materials are to remain uncoated.
D. Cost is incidental to the Project.

## 3.05 DEHUMIDIFICATION AND CLIMATE CONTROL – WET INTERIOR ALTERNATE

A. Control the environment with dehumidification equipment twenty-four (24) hours a day during blast cleaning, coating operations, and 48 hours after the topcoat (including holiday touch-ups and repairs) at a minimum to maintain ambient conditions until cure completion.

1. Failure to operate dehumidification 24 hours, 7 days a week continuously for the specified time period will result in damages assessed to the Contractor and held as a Setoff of **$200 for every hour** the equipment is recorded as not operating.
2. Operating 24/7 may require auxiliary fuel tanks, which is the responsibility of the Contractor.

B. The Contractor is responsible for determining that the coatings have completely cured between coats and after the topcoat application. The Contractor is responsible for the operation of the dehumidification and climate control equipment as needed to obtain full cure past the minimum 48 hours after topcoat application.

C. Supply sufficient dry air to assure the air adjacent to surfaces to be abrasive blast cleaned or coated does not exceed minimum required humidity at any time during the blasting, coating, or curing cycle.

D. Monitor and record ambient conditions twenty-four (24) hours a day throughout abrasive blast cleaning, painting work and through full cure following the last application of the interior coating.
1. It is the responsibility of the Contractor to keep a ledger or digital recording of ambient conditions. The documentation is to be available to the Owner/Engineer upon request. The Contractor is to keep records throughout the maintenance period (24 months) after substantial completion.
2. Dehumidification Monitor to be capable of being programmed with condition parameters and is to be capable of alerting the Contractor, and if requested the Engineer and Owner via phone or email if conditions are outside of set parameters or of equipment failures.
3. It is recommended to use Polygon Exact Aire, DRYCO ClimaTrack, DH Tech HOBOU30 data logger, or approved equal.

E. Contractor to manually test interior ambient conditions three (3) times a day, or more often with rapid weather changes. Record daily readings. Adjust or add equipment as required to maintain steel temperatures, dew point, and humidity. (This is in addition to the monitor with recorder noted above).

F. Surround the units with noise suppressant enclosures unless the units are sound attenuated or have noise suppressants. More extensive enclosure requirements are required in residential areas where the machines must run outside of the allowed work hours. The noise suppressant level needed will depend on the size of the dehumidification units, their efficiency, and their locations. Provide noise suppressant enclosures of sufficient height and thickness to lower noise to an acceptable level for neighbors. Also provide noise suppressant enclosures for generators.

G. Auxiliary heaters or cooling units may be necessary to maintain the surface temperature at a level acceptable to the coating manufacturer's application parameters. The auxiliary equipment must be approved for use by the manufacturer

of the dehumidification equipment and is to meet the following requirements. Auxiliary ventilation equipment and/or dust collection equipment can affect the exchange rate.

1. Heaters/cooling units are to be installed in the process air supply duct between the dehumidifier and the work, as close to the work as possible. Air heaters/cooling units are not acceptable as a substitute for dehumidification without approval.
2. Use only electric or indirect gas fired auxiliary heaters. No direct fired space heaters will be allowed during blasting, coating, or curing phase.

H. Seal off the work, allowing air to escape at the bottom of the space away from the point where the dehumidified air is being introduced. Maintain a slight positive pressure in the work unless the dust from the blasting operation is hazardous.

I. Where necessary to filter the air escaping the space, design the filtration system to match the air volume of the dehumidification equipment in such a way that it will not interfere with the dehumidification equipment's capacity to control the space as described herein. Do not recirculate the air from the work area or from filtration equipment back through the dehumidifier when coating or solvent vapors are present. Outside air is to be used during those periods.

J. Securely attach duct work to the equipment and work to minimize air loss. Design hoses with sufficient capacity and minimal bends to reduce friction loss.

K. Dehumidification and its operating power source are incidental to the respective painting project (wet or dry interior).

L. Set up and operate equipment twenty-four (24) hours (or earlier) prior to start of blasting.

## 3.06 DUST CONTAINMENT – DRY INTERIOR AND WET INTERIOR ALTERNATE

A. No visible dust release is allowed from openings.

B. Seal or close all openings prior to blasting. Connect the air filtration unit through a manway.

C. The seal at the side exit will be tested by holding a smoke agent 6 in. outside the seal with the air filtration unit operating. If smoke is drawn to the seal area, additional sealing will be necessary.

D. The Contractor may reverse this operation by connecting the air filtration unit to the roof manhole and sealing around the hose. Also seal the roof vent. A sealed semi-rigid structure also may be used where employees have access through a side door. 90% of the air drawn must be from the tank proper.

## 3.07 VENTILATION REQUIREMENTS – WET INTERIOR ALTERNATE

A. Supply mechanical ventilation sufficient to change air in the tank six (6) times each hour during blast and coating operations.

B. In calculating air exchange, the dust collector air capacity can be considered a part of the air being changed up to 50% of ventilation requirements.
C. Use the manways with fans to move the required air.
D. Ventilate wet interior areas a minimum of seven (7) days after completion of painting, or longer until the wet interior coating has fully cured. Maintain ventilation at the rate of two (2) complete air changes per hour.
E. Maintain internal air movement inside the wet interior during cure of the coating. In addition to the fan(s) forcing air into the wet interior, install fan(s) inside the wet interior to disrupt air movement from flowing directly between the roof hatch(es) to the manhole(es) at the bottom of the structure.
F. The Contractor is to perform an MEK Solvent Double Rub Test per ASTM D 5402 to verify the cure of the coating film prior to returning the tank to service. The Owner reserves the right to perform their own MEK Solvent Double Rub Test, but the conclusion of the test results is the sole responsibility of the Contractor.
G. Additional ventilation openings may have to be installed by the Contractor. Submit size of opening, stamped reinforcement details, and location(s) for approval by the Owner prior to cutting any opening. All costs associated with repairs by a certified welder are incidental to the Project.
H. Connect the dust collector through a manway to create negative pressure, and install fans as needed on the roof and sidewalls that blow inward. If all openings are not needed for ventilation, seal them. Zero release into the atmosphere will be permitted.
I. The cost of ventilation is incidental to the Project.

## 3.08 HAND WASH FACILITY

A. Provide an OSHA approved hand wash facility with running water. Hot water is <u>not</u> required.
B. Stock facility with soap and towels and keep supply replenished.
C. Test and dispose of the water properly after the Project is completed.

## 3.09 GROUND COVER DURING WATER CLEANING

A. Protect the ground from contamination. Tarp at least 10 ft. from the structure's base.
B. Lap all ground tarps a minimum of 2 ft.

## 3.10 LIGHTING OF WORKSPACE

A. Provide durable lighting fixtures designed for the intended work environment for use during blasting, painting, and during all observations.
B. Encase portable lamps in a non-conductive, shatterproof material. Use only heavily insulated cable with an abrasive resistant casing.
C. Install all temporary electrical items in accordance with all local, state, and federal codes, including OSHA.

D. Protect from paint overspray and damage from abrasive materials.
E. Measure required illumination during surface preparation and coating application at the work surface. Supply 20 ft. candles minimum illumination during blasting and painting, and 30 ft. candles minimum prior to and during observation, per SSPC-Guide 12. Inspect the prepared surface at the higher illumination prior to calling for observation. All work must conform to specification requirements prior to the scheduled observation.
F. Measure the illumination at the work surface in the plane of the work.

## PART 4 – SPECIAL PROVISIONS

### 4.01 GRASS RESTORATION

A. The Contractor is to report any damaged ground at the construction site in writing with photos, prior to mobilization of equipment, otherwise all repairs to the damaged ground will be the responsibility of the Contractor.
B. Refill all holes, ruts etc. with clean topsoil, and level area around the construction site to the original grade.
C. Fill material to be clean soil, no gravel, rocks, or construction debris is to be used as fill material without the Owner's consent.
D. Bring soil to a friable condition by disking, harrowing, or otherwise loosening and mixing to a depth of 3 in. – 4 in. Thoroughly break all lumps and clods.
E. Rake area to be seeded. Sow seed at a minimum rate of 220 lbs./acre. Use seed intended for the climate, and shall be approved by the Owner.
F. Work to be completed to the Owner's satisfaction.
G. Cost is incidental to the Project.

# SECTION 09 97 13.10
# STEEL COATING SURFACE PREPARATION

## PART 1 – GENERAL

### 1.01 SECTION INCLUDES

A. Spot/Full Field Abrasive Blast Cleaning.
B. Power Tool Cleaning.
C. High-pressure Water Cleaning.

### 1.02 REFERENCES

A. AWWA Standards (latest version):
   1. D102 Painting Steel Water Storage Tanks.
B. SSPC and NACE Standards (latest versions):
   1. SP6/NACE No. 3 – Commercial Blast Cleaning.
   2. SP10/NACE No. 2 – Near-White Metal Blast Cleaning.
   3. VIS 1 (Visual standard for abrasive blasted metal).

### 1.03 WORK INCLUDED – SURFACE PREPARATION

A. Exterior: Abrasive blast clean to an SSPC-SP6 commercial standard with containment.
B. Wet Interior Alternate: Abrasive blast clean to an SSPC-SP10 near-white metal standard.
C. Dry Interior: Spot abrasive blast clean the coating failures throughout to an SSPC-SP6 commercial standard.
D. Lead/Chromium Bearing Paint: For additional requirements see Section 09 97 13.12 Heavy Metal Bearing Paint Removal and Disposal.
E. Containment: For additional requirements see Section 09 97 13.11.01.

## PART 2 – PRODUCTS

### 2.01 EXTERIOR CLEANER

A. United 727 Weather-Zyme or approved equal.
B. Manufactured by United Laboratories www.united labsinc.com (800) 323-2594.

### 2.02 ABRASIVE – COAL SLAG – NON-LEAD SURFACES

A. The coal slag is to be 20-40 grade, or 30-60 grade.
B. The abrasive is to be free of moisture, water soluble contaminants, dust, and oil.
C. The abrasive is to be stored and covered to prevent moisture contamination.
D. All leaking or spilling bags are to be removed, and affected areas properly cleaned.

E. All slag abrasive is to meet the requirements of SSPC-AB1 "Mineral and Slag Abrasive" Grade 3.
F. The use of silica sand, flint sand, and glass beads is prohibited.
G. Other types of blast media will be considered if submitted. All abrasive and grit material used, and all equipment supplied is to be subject to approval of the Engineer. The abrasive or grit is to be sharp enough and hard enough to remove the mill scale, rust, and paint.

**2.03 RECYCLABLE STEEL GRIT – ALTERNATE**

A. Use recyclable steel grit size G-25 or G-50.
B. The abrasive is to be free of moisture, water soluble contaminants, dust, and oil.
C. The abrasive is to be stored and covered to prevent moisture contamination.
D. All leaking or spilling containers are to be removed, and affected areas properly cleaned.
E. All recyclable steel is to meet requirements of SSPC-AB3 "Ferrous Metallic Abrasive".
F. All abrasive and grit material used, and all equipment supplied is to be subject to approval of the Engineer. The abrasive or grit is to be sharp enough and hard enough to remove the mill scale, rust, and paint.

## PART 3 – EXECUTION

**3.01 WET INTERIOR CLEANING**

A. Low-pressure water clean all surfaces and appurtenances at 3,500 to 5,000 psi to remove sediment, minerals, and other contaminants. Remove any remaining water.
B. Staining may remain in place, the Engineer to approve cleanliness.
C. This work is to be performed whether the wet interior alternate is accepted or not.
D. The cost is incidental to the Project.

**3.02 NEAR-WHITE METAL (SSPC-SP10/NACE No. 2) DRY BLAST – WET INTERIOR ALTERNATE**

A. Abrasive blast clean all surfaces and appurtenances to a near-white metal finish (SSPC-SP10/NACE No. 2).
B. Maintain a profile of 2.0 – 3.0 mils on abrasive blast cleaned surfaces.
C. All interior abrasive blast cleaning is to be completed and all spent abrasive removed, and surfaces thoroughly cleaned prior to any primer application.
D. Once an area is acceptable for painting, apply all coats and allow coating to cure to touch prior to resumption of blasting or blast the entire tank before painting, use dehumidification to hold the blast. It is the Contractor's discretion and responsibility

to determine if the entire tank is to be blasted, or the amount of surface area that is to be blasted and coated (all coats).

E. The Contractor is responsible for supplying heat and dehumidification to maintain blast conditions.

**3.03 PRE-SURFACE PREPARATION – EXTERIOR**

A. Low-pressure water clean all surfaces and appurtenances at 3,500 to 5,000 psi to remove mildew, soot, and other contaminants.
B. Use a biodegradable algicide for the exterior approved by the Engineer.
C. Hand wash with a higher concentration of algicide any mildew not removed by power washing.
D. Mix algicide at level recommended by the manufacturer, but not at a level that could result in an environmental problem.
E. Hold water jet nozzle using a 0º or 15º tip perpendicular (90º) to the surface at all times. Maintain a water jet nozzle distance of 2 in. – 10 in. from the surface.

**3.04 COMMERCIAL BLAST (SSPC-SP6/NACE No. 3) – EXTERIOR**

A. Abrasive blast clean all surfaces and appurtenances to a commercial finish (SSPC-SP6/NACE No. 3).
B. Maintain a profile of 1.0 – 2.0 mils on abrasive blast cleaned surfaces.

**3.05 COMMERCIAL BLAST (SSPC-SP6/NACE No. 3) SPOT – DRY INTERIOR**

A. Abrasive blast clean all spot coating failures including appurtenances where steel is exposed or rusted, or where coating is abraded as specified to a commercial finish (SSPC-SP6/NACE No. 3).
B. Note that small coating failure areas can be spot power tool cleaned to a SSPC-SP11 standard in lieu of abrasive blasting.
C. Maintain a profile of 1.0 – 2.0 mils on abrasive blast cleaned surfaces.
D. Feather all edges of adjacent coating a minimum of ½ in. from the exposed steel with 3M Scotch-Brite Clean'n Strip discs.

**3.06 HAZARDOUS WASTE DISPOSAL**

A. Contract directly with a licensed hazardous waste hauler who is properly licensed in the State of Ohio to haul hazardous material.
B. Transport the debris for treatment to a licensed hazardous waste disposal site.
C. The Contractor will not be paid any retainage until paperwork has been submitted, including submittal of the hazardous waste manifest. Any original hazardous waste manifest is to be returned to the Owner.
D. Remove all hazardous waste from the site within thirty (30) days of completion of the blasting portion of the Project.

E. Payment for disposal of hazardous waste shall be calculated as the difference between the hazardous and non-hazardous waste disposal costs. The Contractor is to submit documentation from the landfill verifying the unit cost increase for hazardous waste disposal.

**3.07 NON-HAZARDOUS WASTE DISPOSAL**

A. If after testing of the spent abrasive material the TCLP tests indicate the abrasive is not a hazardous waste, dispose the abrasive in a waste disposal facility.
B. All waste shall be handled by a licensed hauler. Supply the owner with all proper documentation from the final disposal site. The actual bill of lading and all manifests will be required prior to the final payment.
C. Payment for non-hazardous waste disposal is incidental to the respective portions of the coating project.

**3.08 WASTE DOCUMENTATION**

A. Supply proper documentation of storage, transportation, and treatment, or disposal of the waste to the Owner. The Owner will retain sufficient funds from the Contractor to pay for hazardous waste transportation, treatment, and any possible fines until all documentation has been received. This retainage will be held, even if the waste is tested as non-hazardous if documentation is not properly submitted.

**3.09 TESTING AND CLEAN-UP OF WASTE**

A. Daily collect all spent abrasive and properly cover/store during non-work hours. Prior to receiving test results, spent abrasive is to be separated by portion of the Project. The exterior waste (if applicable) shall be stored on ground tarps and shall be covered and weighted down so no dust can be released. The interior waste shall be stored inside the structure.
B. Furnish containers with proper labels for storage of the spent debris. Containers are to meet the requirements of the EPA (or their local counterpart) for hazardous waste disposal. The spent abrasive will be moved directly from the structure into the waste containers. Furnishing containers with covers will be incidental to respective repaint and will not be affected by the Owner's final selection of respective interior or exterior disposal.
C. Waste to remain on-site in covered receptacles until waste test results are received.

**3.10 WASTE SEPARATION**

A. The Owner is taking possession of the properly applied finished coating, on the structure only. All of the product that was not applied to the structure, all transport materials, (empty or partially filled coating and thinner pails, skids etc.) remain the property of the Contractor.

B. If TCLP testing determines waste from some or all portions of the project are non-hazardous, then the abrasive and removed coating residue becomes the property of the Contractor. All project waste, that belongs to the Contractor, and which does not require special waste disposal, may be combined, as property of the Contractor. Dispose of waste per non-hazardous portion of these specifications.
C. If TCLP testing determines waste from some portion or from all portions of the project, dispose of waste per Hazardous Waste Disposal portion of these specifications.

## 3.11 WASTE SAMPLING

A. Sample spent abrasive waste from each portion of the Project with different existing coating systems. Keep waste from separate sections of the structure segregated from each portion of the Project. Send to a NLLAP certified lab and test for TCLP for eight (8) metals (Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Selenium and Silver).
B. The Owner reserves the right to collect samples and to send them to their selected lab. This will be determined at the preconstruction meeting.
C. The Contractor is to pay all lab fees for eight (8) metals TCLP analysis on spent abrasive waste samples.
D. If TCLP determines waste from more than one portion of the Project is non-hazardous, those waste may be combined.

# SECTION 09 97 13.11.01
# CONTAINMENT – FLEXIBLE FRAME SYSTEM

## PART 1 – GENERAL

### 1.01 SECTION INCLUDES
A. Flexible Frame Containment System Requirements.

### 1.02 REFERENCES
A. AWWA
   1. AWWA D100 (latest version)
B. SSPC Guides:
   1. Guide 6 – Containing Debris Generated During Paint Removal Operations.

### 1.03 DEFINITIONS
A. Center Support - temporary structure installed by the Contractor at the top center of the tank roof, through which all fixed cables connect, and all moving cables pass through.
B. Fixed Cables – Cables installed by the Contractor from the center support out to each outrigger, and down to the ground. Their purpose is to support the roof bonnet, and to hold the vertical tarps away from the tank to permit movement of equipment and workers.
C. Lift Cables – Cables used to lift the vertical containment tarps. One large pull cable attaches to a winch on the ground level and smaller cables attach to the other end. The smaller cables route out to each outrigger and down to the vertical tarp.
D. Vertical Shrouds – A separate tarping system that is raised by Lift Cables.
E. Roof Bonnet – A separate tarping system that covers (overlaps and inside laps) the vertical shrouds.

### 1.04 WELDER QUALIFICATIONS
A. Certified for the type and position of weld specified.
B. The welder is to be specialized in industrial or heavy commercial welding and experienced in rigging and elevated work.

### 1.05 SUBMITTALS
A. Submit the following ten (10) days minimum prior to the preconstruction meeting:
   1. Welder's certification.
   2. Containment Plan.
      a. These required submittals will be reviewed for information only, not for approval. Containment is considered a performance specification and thus is a

"ways and means" for the Contractor's determination. Total responsibility for maintaining the integrity of the structure lies with the Contractor. Failure to submit does not represent a waiver of Contractor's sole responsibility for any and all damage to the structure nor responsibility for any costs associated with repair. Responsibility for any costs associated with repair or employee injury, resulting from operation, installation, or dismantling of the Containment shall be paid by the Contractor.

b. Submittals are to be sealed by a professional engineer licensed in the project state and retained by the Contractor and submitted to the Project Engineer for review.
c. The Contractor is to submit the following containment information:
    i. Location of hoist anchorage.
    ii. Center roof support and attachments to the tank.
    iii. Number and location of outriggers (outriggers to be spaced uniformly around tank) and attachments to tank.
    iv. Size and locations of reinforcing pads.
    v. Size and location of all holes to be cut in the tank including roofs and platforms.
    vi. Additional structural support as needed to prevent deformation or other damage to the tank, as determined by the Contractor's engineer.
    vii. Ground cover material.
    viii. Fixed cables type and size.
    ix. Lifting cables type and size.
    x. Ground anchors.
    xi. Vertical shroud materials, connections, and overlaps.
    xii. Roof bonnet design, connections, and overlaps.
    xiii. Project Engineer specified lowering containment shrouds when wind gust speeds reach or are forecasted to reach 25mph. Verify that your containment will not damage tank structure at that speed, or if there is the potential, then state a lower more appropriate speed to require lowering shroud, based on your Containment and the tank condition.
    xiv. Verify that your Site Safety Plan has addressed safety concerns of employees during the erection, operation (lifting and lowering), and dismantling of the Containment System.
    xv. Submittal shall be specific to the Project tank.

## 1.05 ENVIRONMENTAL SAMPLING FOR EXTERIOR CONTAINMENT

A. Collect four (4) pre-project soil samples, compile a map, and collect four (4) post-project soil samples. Send samples to a NLLAP certified lab and test for total lead, chrome and cadmium.

B. The Owner reserves the right to collect samples and to send them to their selected lab. This will be determined at the preconstruction meeting.
C. Complete all sampling in accordance with EPA protocol.
D. The Contractor is to pay all lab fees for total lead, chromium, and cadmium on soil samples, and any subsequent testing if clean-up is warranted.

### 1.06 PAYMENT

A. Payment for Section 09 97 13.11.03 Containment is incidental to exterior painting unless otherwise stated in these specifications.

## PART 2 – PRODUCTS

### 2.01 WELDING ROD

A. Welding rods are to be compatible with the existing tank steel and containment structure as well as approved welding procedures. The welding rods below shall be considered a minimum for ASTM A36 steel.
B. Final – E70XX Electrodes.
C. Root – E60XX Electrodes.
D. Wire – ER70S Electrodes.

### 2.02 DUST COLLECTORS – AIR FILTRATION UNITS

A. Furnish and use a dust collector during all blasting work.
B. Units to be equal in filtration capacity to Eagle Industries dust collectors. Other units may be used, but their substitution will be evaluated on efficiency at 0.5-micron size and airflow movement.
C. Use 50,000 CFM minimum for containment work.
D. Dust collector capacity can be obtained by combining two or more units, but the total minimum capacity requirement must be met.
E. Substitution of steel grit blasting may decrease the requirements of above. New requirements will be defined by the Engineer based on the efficiency of the Contractor's equipment.
F. Furnish HEPA filters for dust collection.
G. The number of dust collectors is to be sufficient to supply a 50 ft./minute downward draft in most areas. An average may be considered. Determination of actual containment plan will be the deciding factor. Calculations of airflow is to be included in the containment submittal.
H. Use only new filters or filters certified clean.

### 2.03 GROUND TARPS

A. Use impermeable ground tarps, 20 mils thick.

B. Use ground tarps able to withstand the anticipated construction traffic without tearing or separating.

**2.04 CONTAINMENT SHROUDS**

A. All shroud material and superstructure is to be non-penetrating, nylon rip-stop material manufactured by Eagle Industries, or approved equal. Approval of alternate material will be based on density, weight, support strength, stitching, reinforcement, home office experience, and staff assistance.

**2.05 CONTAINMENT CONNECTIONS TO THE TANK**

A. Steel plating and other Structural Shapes – ASTM A36.
B. Bolts – ASTM A307.
C. Welds – E70XX Electrodes.

## PART 3 – EXECUTION

**3.01 DUST CONTAINMENT – EXTERIOR**

A. Do everything within industry standards to minimize dust as a nuisance. Required procedures include angle of abrasive impact, direction of nozzle spray, orifice pressure, and work stoppage due to wind speed or direction.
B. Complete any additional measures required in these specifications. There will be no negotiations for extra compensation for nuisance complaints and corrective measures.
C. Fully inspect the area, land use, tank structural condition, and other pertinent local conditions prior to bidding exterior work.
D. Do not permit dust, abrasive, or paint chips to become airborne outside the containment system perimeter.
E. Do not permit any visual dust release when transferring abrasive from either the interior or exterior of the structure to the dumpsters. Suppress dust with tarps or water, or other preapproved method.
F. Any release outside of the containment will result in work stoppage until repairs and cleanup are performed by the Contractor.

**3.02 CONTAINMENT DURING ABRASIVE BLAST CLEANING – EXTERIOR – SSPC-GUIDE 6 – CLASS 1A**

A. Furnish and install a total containment system to be used during all dust generating work.
B. This specification is intended to be performance based. Alternative procedures to accomplish the same purpose may be submitted for review. The final determination if the alternate performs as well as total containment will rest solely with the

Engineer. Documentation and/or test results by independent firms will be considered but shall not govern.

C. Vertical Shrouds – Contain waste abrasive and paint chips to the area immediately under the structure. No release outside the containment system will be permitted. The shrouds will be erected on all sides of the tank for 360º.
D. Roof Bonnet – Cover the roof with containment shrouds. Separate vertical tarps from the roof or sidewalls to allow waste from the roof to slip down the inside of the shields. The vertical shrouds are to be sandwiched between two separate sections of the roof bonnet when lifted to its highest position. Overlap to be a minimum of 36 inches between the bonnet and vertical shroud.
E. Fixed Cables – Support the containment shields by temporary braces attached to the roof and ground. Leave space to allow rigging and equipment to be used within the shields. Extend the bracing out from the structure, and secure fixed cables to the ground.
F. Immediately replace/repair any damaged shrouds. Discontinue blast operations until the damaged shrouds are repaired or replaced.
G. Use air impenetrable walls and roof with either rigid or flexible framing.
H. Overlap all seams by 2 ft. Completely seal all seams by stitching, taping, caulking, or other sealing measures.
I. Determination and design for structural reinforcement of the roof and/or any other part of the tank, to support the containment system is the responsibility of the Contractor.

**3.03 CONTAINMENT INSTALLATION, OPERATION, AND DISMANTLING**

A. Containment installation, operation, and dismantling is to be performed in accordance with the containment submittal and is the sole responsibility of the Contractor.
B. Install reinforcement pads at tank attachments, (i.e. the center support, outriggers, etc.)
C. Do not exceed allowable loads on cables. Cable tightening is to be sequenced in a manner that ensures equal loading to opposite sides of the tank. Reverse the sequence for dismantling.
D. Remove all of the Containment system components after completion of all abrasive blast cleaning and painting operations. Repair all damage to coating resulting from operations and removal. Properly installed may remain in place after coating repair at the discretion of the Owner.
E. All coating repair shall follow the appropriate surface preparation and coating procedures outlined in the specifications for this project.
F. All work shall be completed following the submitted safety program for this project.
G. Engineer's RPR will follow Contractor's safety program while inside the Containment.

H. Containment shrouds shall be lowered when wind gust velocity reaches 25 mph or less if Contractor's engineer determines that damage could occur at a lower wind speed. In no case shall containment shrouds be left in place when wind gusts exceed 25 mph.

## 3.04 TANK MODIFICATIONS

A. All steel must be cleaned of lead paint a minimum of 6 in. on both sides of welds by an approved method before cutting or welding.

B. Reinforce the tank as necessary to prevent damage or deformation to the tank. The Owner and Engineer are not responsible for the ability of the tank to support Containment. Contractor's engineer shall consider in their review the existing condition of the tank and all modifications to the structure so that it will support the Containment as designed by the Contractor.

C. Any direct or indirect damage, deformations, or distortions of any kind done to the tank as a result of Containment design, installation, operation, or dismantling shall be repaired as directed by the Engineer. Whether the repair is completed after removal of Containment or immediately after occurrence will be determined by the Engineer. All repairs or section replacement shall be completed per direction and specifications provided by the Engineer at cost to the Contractor. No request for additional costs may be submitted to the Owner, if submitted, request will not be considered or approved.

D. Attachment points including but not limited to the center support, outriggers, and brackets shall be installed with reinforcement pads. All reinforcement pads shall have 1 inch minimum rounded corners and welded in place.

E. All attachment points used for Containment are to be removed from the structure once the containment is removed. All attachment points are to be ground flush with the surrounding steel and any gouged areas rebuilt and ground flush.

F. Cut all approved holes into the tank with rounded corners. Any holes cut in steel platforms, or the tank are to be repaired by reinstalling the removed plate and welded with full penetration groove welds. All welds at repair plates in areas that are in contact with water are to be radiographed at a minimum. The Engineer may determine additional radiographs may be required at repairs performed at openings cut in other locations on the structure. Cost of the radiograph testing is the responsibility of the Contractor.

G. Use a welder certified to complete the type and position weld necessary for attachment.

## 3.05 CONTAINMENT OPENINGS

A. Design and construct a means of ingress and egress of the containment structure through a chamber with two openings. Access is to be through overlapped doors on each side of the chamber.
B. Construct a temporary structure through the tarping with a minimum clear walking height of 54 in. and a minimum width of 42 in.
C. Supply an operating HEPA vacuum in the entryway to vacuum off workers leaving the containment. The vacuum is to be maintained so it is operational and clean throughout the Project.

## 3.06 GROUND COVER

A. Protect the ground from spent abrasive, paint chip and lead/chromium contamination. Include the area inside the containment, and a 10 ft. area around the outside of the containment.
B. Lap all ground tarps a minimum of 2 ft. Lap the inside ground tarps up 2 ft. on the outside of the vertical shrouds. Lap the outside ground tarps 2 ft. under the inside tarps with slots for cables. This will prevent loss of abrasive material between the ground and vertical shrouds.

## 3.07 DAILY SHUTDOWN

A. Clean all ground tarps daily. Collect all debris and store in barrels. Roll all tarps for storage, including all tarps inside containment. The purpose is to prevent the debris from being blown off the tarps.
B. After blasting, clean all horizontal surfaces where dust or debris has accumulated daily before the containment structure is lowered. Also clean all rigging and equipment before lowering containment or removing the roof cover.

# PART 4 – SPECIAL PROVISIONS

## 4.01 FENCING

A. It is unlikely that the containment will fit within the fenced area. As necessary, remove the fencing or fence section prior to the containment installation. Construct a temporary 4 ft. safety construction fencing around the entire site.
B. Hire a local professional fencing company to reinstall the fence at completion of the Project. Any sections damaged during removal or storage are to be replaced to match existing fence.
C. Cost is incidental to exterior repainting.

## 4.02 AVIATION LIGHTS

A. Relocate the existing aviation lights or install temporary lights on the roof above the containment roof bonnet.
B. Install before the roof bonnet is in place.
C. The lights must be operational throughout the entire containment phase of the Project.
D. Cost is incidental to exterior repainting.

# SECTION 09 97 13.12
# HEAVY METAL BEARING PAINT REMOVAL and DISPOSAL

## PART 1 – GENERAL

### 1.01 SECTION INCLUDES
A. Heavy Metal Bearing Paint Removal and Disposal.

### 1.02 REFERENCES
A. SSPC Guide-7 Disposal of Lead Contaminated Surface Preparation Debris.

### 1.03 PAINTER QUALIFICATIONS – HEAVY METAL BEARING PAINT PROJECTS
A. The Contractor is to complete all coating and surface preparation.
B. Painter is to be specialized in industrial or heavy commercial painting and experienced in removing lead-based coatings.
C. Submit five (5) successful paint projects of a similar nature with the bid proposal if the Engineer is not familiar with the Contractor's work.

### 1.04 SUBMITTALS
A. Submit the following ten (10) days prior to the preconstruction meeting:
B. Site Specific Heavy Metal Coatings, Health & Safety Plan including:
   1. Work procedures for each job classification.
   2. Administration and engineering controls to be used during exposure assessment period and expected exposure.
   3. Personal hygiene procedure.
   4. Site personnel register (updated as needed).
   5. Qualifications of competent persons and responsibilities. At this point, multiple qualified people may be submitted.
   6. 24-hour job site contact person.
   7. Site map showing and locating all equipment.

## PART 2 – PRODUCTS

### 2.01 ABRASIVE with BLASTOX – EXTERIOR and DRY INTERIOR – LEAD BEARING COATING
A. The abrasive is to be 20-40 grade, or 30-60 grade coal slag blended with Blastox. The mixture is to be proportioned by supplier, but not less than 15% Blastox.
B. Other low dust abrasive may be used at the same proportion.
C. The abrasive is to be free of moisture, water soluble contaminants, dust, and oil.
D. The abrasive is to be stored and covered to prevent moisture contamination.

E. All leaking or spilling bags are to be removed, and affected areas properly cleaned.
F. All slag abrasive is to meet requirements of SSPC-AB1 Mineral and Slag Abrasive June 1, 1991-Grade 3.
G. The use of silica sand, flint sand, and glass beads is prohibited.
H. Blastox can be used for non-immersion surfaces only, this product is not approved for use inside potable water storage tanks.

**2.02 ABRASIVE – COAL SLAG – WITH LEAD PRETREATMENT - ALTERNATE**

A. The coal slag is to be 20-40 grade, or 30-60 grade.
B. The abrasive is to be free of moisture, water soluble contaminants, dust, and oil.
C. The abrasive is to be stored and covered to prevent moisture contamination.
D. All leaking or spilling bags are to be removed, and affected areas properly cleaned.
E. All slag abrasive is to meet the requirements of SSPC-AB1 "Mineral and Slag Abrasive" June 1, 1991-Grade 3.
F. The use of silica sand, flint sand, and glass beads is prohibited.
G. All abrasive and grit material used, and all equipment supplied is to be subject to approval of the Engineer. The abrasive or grit is to be sharp enough and hard enough to remove the mill scale, rust, and paint.

**2.03 RECYCLABLE STEEL GRIT – ALTERNATE**

A. Use recyclable steel grit size G-25 or G-50.
B. The abrasive is to be free of moisture, water soluble contaminants, dust, and oil.
C. The abrasive is to be stored and covered to prevent moisture contamination.
D. All leaking or spilling containers are to be removed, and affected areas properly cleaned.
E. All recyclable steel grit is to meet requirements of SSPC-AB3 "Ferrous Metallic Abrasive".
F. All abrasive and grit material used, and all equipment supplied is to be subject to approval of the Engineer. The abrasive or grit is to be sharp enough and hard enough to remove the mill scale, rust, and paint.

**2.04 DECONTAMINATION FACILITY**

A. Provide a climatic controlled decontamination facility. The decontamination facility must include a minimum of three separate areas: a dirty area, a showering area, and a clean area. The unit is to be manufactured by Eagle Industries of Louisiana, Inc.
B. Entry and exit into the showering room must be through an approved airlock designed to prevent cross-contamination between any two areas.
C. Equip the clean room with adequately sized lockers for each worker to secure and store clothing, valuables, and other personal belongings.

D. Equip the decontamination facility with an onboard ion exchange filtration system capable of filtering all wastewater generated during hand washing operations, showering, laundering of towels and clothing, or from any other water used in cleaning.
E. Maintain a recordkeeping log signed by each employee upon exiting, that time was provided, and decontamination procedures were followed.

## PART 3 – EXECUTION

### 3.01 CLOTHING – CONTRACTOR

A. The Contractor is to provide protective clothing for all personnel – disposal or laundered is acceptable.

### 3.02 NOTIFICATION OF NEIGHBORS

A. Enclose the entire Project site, including the clean area, inside a yellow ribbon bearing the warning label of heavy metals.
B. Post signs around the Project stating "**CAUTION – HEAVY METAL HAZARD – DO NOT ENTER**"
C. If the neighbors are in close proximity, the Contractor is to participate in any education notification program originated by the Owner.

### 3.03 PERSONAL HYGIENE – HEAVY METAL BEARING PAINT PROJECTS

A. Register all personnel on the site and try to maintain, as much as possible, the same crew.
B. Any changes in crew size or personnel will require registration. Registration simply means notification to the Owner or Engineer of a new person on the job site.
C. Inform all personnel of the dangers involved with heavy metals from a health standpoint and require use of washroom/decontamination facilities.
D. Ensure proper use and compliance of personnel with health department and OSHA requirements.
E. Complete contractor certification form that all employees complied with OSHA 1926.62 hygiene rules, and the Contractor, as employer, complied with their required OSHA housekeeping and compliance requirements.

# SECTION 09 97 13.13.03
# WET INTERIOR STEEL COATING – THREE COAT ZINC EPOXY

## PART 1 – GENERAL

### 1.01 SECTION INCLUDES
A. Painting the wet interior - alternate.

### 1.02 REFERENCES
A. SSPC and NACE Standards:
   1. PA1 – Paint Application.
   2. PA2 – Measurements and Calibration.
   3. NACE RP 0178 Surface Finish Requirements.

### 1.03 WORK INCLUDED
A. Application of a zinc epoxy system.

## PART 2 – PRODUCTS

### 2.01 ZINC EPOXY SYSTEM
A. System to meet all National Sanitation Foundation 61/600 standards for potable water contact.

B. Approved suppliers and system for the sidewall and floor.

| Manufacturer | System |
|---|---|
| Tnemec | 93$H_2O$/21(stripe)/21/21 |
| Induron | Indurazinc MC-67/PE-70(stripe)/PE-70/PE-70 |
| Sherwin Williams | Corothane I GalvaPac 1k/5500LT(stripe)/ 5500LT /5500LT |

C. Approved suppliers and system for the roof and sidewall from 1 ft. below the overflow weir box up.

| Manufacturer | System |
|---|---|
| Tnemec | 93$H_2O$/21(stripe)/21/22 |
| Induron | Indurazinc MC-67/PE-70(stripe)/PE-70/TL70 |
| Sherwin Williams | Corothane I Galvapac 1k/5500LT(stripe)/ 5500LT/Duraplate UHS |

## PART 3 – EXECUTION

### 3.01 ZINC EPOXY SYSTEM

A. Apply to all prepared surfaces a three (3) coat zinc epoxy system.
B. Surface preparation is defined in Section 09 97 13.10.
C. Apply each coat at the following rates for the sidewall and floor.

| Coat | Minimum D.F.T. (mils) | Maximum D.F.T. (mils) |
|---|---|---|
| Primer | 2.5 | 3.5 |
| Stripe Coat | 1.5 | 2.5 |
| Intermediate | 4.0 | 6.0 |
| Topcoat | 4.0 | 6.0 |
| Total | 10.5* | 15.5* |

*Total does not include stripe coat.

D. Apply each coat at the following rates for the roof and sidewall from 1 ft. below the overflow weir box up:

| Coat | Minimum D.F.T. (mils) | Maximum D.F.T. (mils) |
|---|---|---|
| Primer | 2.5 | 3.5 |
| Stripe Coat | 1.5 | 2.5 |
| Intermediate | 4.0 | 6.0 |
| Topcoat | 16.0 | 20.0 |
| Total | 22.5* | 29.5* |

*Total does not include stripe coat.

E. Stripe coat to be applied to all welds, angles, and sharp edges throughout the structure, including above the high-water line and all roof beams, etc.
F. Each full coat to be a different color from the previous coat and is to be approved by the engineer. No color bleedthrough should occur if proper application rates are observed.
G. Apply all coats in uniform color and sheen without streaks, laps, runs, sags, cloudy, or missed areas. Correct all defects before application of the successive coat.

### 3.02 SCHEDULE OF WORK

A. Complete all exterior and interior welding prior to surface preparation.

# SECTION 09 97 13.19.01
# DRY INTERIOR STEEL COATING – SPOT TWO COAT EPOXY

## PART 1 – GENERAL

### 1.01 SECTION INCLUDES
A. Partial painting in the dry interior.

### 1.02 REFERENCES
A. SSPC and NACE Standards:
   1. PA1 – Paint Application.
   2. PA2 – Measurements and Calibration.
   3. NACE RP 0178 Surface Finish Requirements.

### 1.03 WORK INCLUDED
A. Application of a spot epoxy system.

## PART 2 – PRODUCTS

### 2.01 EPOXY SPOT SYSTEM
A. Approved suppliers and system:

| Manufacturer | System |
|---|---|
| Tnemec | V69/V69 |
| Induron | PE-70/PE-70 |
| Sherwin Williams | 646FC/646FC |

## PART 3 – EXECUTION

### 3.01 EPOXY SPOT SYSTEM
A. Apply to all prepared areas a spot two (2) coat epoxy system.
B. Surface preparation is defined in Section 09 97 13.10.
C. Apply each coat at the following rates:

| Coat | Minimum D.F.T. (mils) | Maximum D.F.T. (mils) |
|---|---|---|
| Primer (spot) | 3.5 | 5.5 |
| Topcoat (spot) | 3.5 | 5.5 |
| Total | 7.0 | 11.0 |

D. Each coat to be a different color from the previous coat and is to be approved by the engineer. No color bleedthrough should occur if proper application rates are observed.

E. Apply all coats in uniform color and sheen without streaks, laps, runs, sags, cloudy, or missed areas. Correct all defects before application of the successive coat.
F. Allow a minimum of twenty-four (24) hours between coats. Additional time may be necessary if low temperatures require an increase in the necessary cure time.

**3.02 SCHEDULE OF WORK**

A. Complete all exterior and interior welding prior to surface preparation.

# SECTION 09 97 13.23.02
# EXTERIOR STEEL COATING – FOUR COAT ZINC EPOXY FLUOROPOLYMER REPAINT

## PART 1 – GENERAL

### 1.01 SECTION INCLUDES
A. Painting on the exterior.

### 1.02 REFERENCES
A. SSPC and NACE Standards:
   1. PA1 – Paint Application.
   2. PA2 – Measurements and Calibration.
   3. NACE RP 0178 Surface Finish Requirements.

### 1.03 WORK INCLUDED
A. Application of a zinc epoxy fluoropolymer system.

## PART 2 – PRODUCTS

### 2.01 ZINC EPOXY FLUOROPOLYMER SYSTEM
A. Ultraviolet protection additives mixed at factory only. There will be no tinting or addition of any material other than the manufacturer's thinners.
B. Approved suppliers and systems:

| Manufacturer | System |
|---|---|
| Tnemec | 93$H_2O$/N69/1095/V700. |
| Induron | Indurazinc MC-67/PE-70/I-6600 Plus/Perma-Gloss |
| Sherwin Williams | Corothane I galvapac 1k/646FC/Acrolon 218 / Fluorokem HS |

## PART 3 – EXECUTION

### 3.01 ZINC EPOXY FLUOROPOLYMER SYSTEM
A. Apply to all prepared surfaces a four (4) coat zinc epoxy fluoropolymer system.
B. Surface preparation is defined in Section 09 97 13.10.

C.

| Coat | Minimum D.F.T. (mils) | Maximum D.F.T. (mils) |
|---|---|---|
| Primer | 2.5 | 3.5 |
| Epoxy Intermediate | 2.0 | 3.0 |
| Urethane Intermediate | 2.0 | 3.0 |
| Topcoat | 2.0 | 3.0 |
| Total | 8.5 | 12.5 |

D. Each full coat to be a different color from the previous coat and is to be approved by the engineer. No color bleedthrough should occur if proper application rates are observed.

E. Apply all coats in uniform color and sheen without streaks, laps, runs, sags, cloudy, or missed areas. Correct all defects before application of the successive coat.

F. Allow a minimum of twenty-four (24) hours between coats. Additional time may be necessary if low temperatures require an increase in the necessary cure time.

G. The contractor should be advised that Dixon Engineering, Inc. will take mil readings on the exterior per SSPC-PA2 which requires gauge adjustment from magnetic plane to peak plane.

## 3.02 SCHEDULE OF WORK

A. Complete all exterior and interior welding prior to surface preparation.

# SECTION 09 97 23.23.01
# CONCRETE FOUNDATION COATING – TWO COAT EPOXY

## PART 1 – GENERAL

### 1.01 SECTION INCLUDES
A. Painting of the concrete foundations.

### 1.02 REFERENCES
A. SSPC and NACE Standards:
   1. PA1 – Paint Application.
   2. PA2 – Measurements and Calibration.

### 1.03 WORK INCLUDED
A. Application of an epoxy system.

## PART 2 – PRODUCTS

### 2.01 EPOXY SYSTEM
A. Approved suppliers and manufacturers:

| Manufacturer | System |
|---|---|
| Tnemec | V69/V69 |
| Induron | PE-70/PE-70 |
| Sherwin Williams | 646FC/646FC |

## PART 3 – EXECUTION

### 3.01 EPOXY SYSTEM
A. Apply to all prepared areas a two (2) coat epoxy system.
B. Remove soil 3" below grade around the entire foundation prior to coating, backfill once the topcoat is dry to the touch.
C. Abrasive blast clean to a SSPC-SP13/NACE 6 Standard to create a profile per ICRI – CSP3.
D. Apply each coat at the following rates:

| Coat | Min. D.F.T. (mils) | Max. D.F.T. (mils) |
|---|---|---|
| Primer | 3.5 | 5.5 |
| Topcoat | 3.5 | 5.5 |
| Total | 7.0 | 11.0 |

E. Allow the manufacturer's minimum time between coatings.
F. Cost is incidental to exterior painting.

# SECTION 16 05 01
# ELECTRICAL WORK

## PART 1 – GENERAL

### 1.01 OMISSIONS

A. The specifications include all work and materials necessary for completion of the work. Any incidental items of material, labor, or detail required for the proper execution and completion of the work are included.

### 1.02 WORK INCLUDED

1) Replace the dry interior light bulbs.

### 1.03 SUBMITTALS

A. Provide an electronic copy to the engineer. Note that the Contractor is to supply a separate copy of the SDS of each product at the job site that is accessible by their employees.
B. No work may commence without the complete filing. All SDS shall conform to the requirements of SARA (EPCRA) Right-to-Know Act.
C. Submit the following ten (10) days prior to the preconstruction meeting.
   1. Product Data Sheets (PDS) and Safety Data Sheets (SDS) for light bulbs.

## PART 2 – PRODUCTS

### 2.01 LIGHT BULBS

A. Dry interior bulbs to be bright white LED bulbs with a minimum brightness of 800 lumens and a color of light at a minimum of 5,000K and a minimum rated life of 25,000 hours., size A19.

## PART 3 – EXECUTION

### 3.01 REPLACE LIGHT BULBS

A. Replace all dry interior bulbs with LED light bulbs.
B. Change all of the bulbs whether the existing are operational or not. Change bulbs after all blasting and painting equipment has been removed from the tank.
C. All bulbs are to have the same color and brightness throughout the dry interior.
D. Payment is incidental to the Project.

# SECTION 26 42 21
# IMPRESSED CURRENT CATHODIC PROTECTION SYSTEM

## PART 1 – GENERAL

### 1.01 DESCRIPTION

A. SCOPE: Furnish and install a complete automatic controlled impressed current cathodic protection system to prevent corrosion on the submerged interior surfaces of the water storage tank. All work and material are to meet the standards established in AWWA D104-Automatically Controlled Impressed-Current Cathodic Protection for the Interior of Steel Water Tanks.

B. CONFLICTS: Requirements contained in these specifications apply to and govern the work under this section. All General Condition items and Information for Bidder items applicable or contained in these specifications apply. This Technical Specification is intended to expand the General Conditions and/or other Technical Specifications and is not intended to conflict or override any items unless specifically stated. If a conflict is noted, the Engineer will review prior to proceeding with the Project. If a conflict does exist, the Technical Specifications govern over any General Conditions or Information for Bidders.

### 1.02 QUALIFICATIONS OF CATHODIC PROTECTION MANUFACTURER

A. The Bidder is to have a minimum of five (5) continuous years of successful experience in the manufacture, installation, and servicing of automatic cathodic protection systems for water storage tanks. The Bidder is to have a permanent service organization located within three hundred (300) miles of the tank location. The Contractor (manufacturer) is to have a minimum of twenty-five (25) successful units installed in water storage tanks. The manufacturer and/or their subcontractor must own and maintain or lease the equipment necessary for installation and have proper training in regard to the safety requirements.

B. New firms may also bid this Project; however, they will be subjected to thorough review based on individual experiences of staff, proof of the continuation with firm (i.e. stock ownership, etc.) and financial stability of the firm. Essentially, they will be required to provide sufficient documentation to convince the Owner they will be available throughout the ten (10) years to service the system, if needed.

### 1.03 SUBMITTALS

A. Provide an electronic copy to the Engineer.

B. No work may commence without the complete filing.

C. Submit the following ten (10) days prior to the preconstruction meeting.

1. Shop Drawings

2. Operation/Maintenance Manuals

D. Subcontracted Electrician name or electrician certifications if work is to be performed by General Contractor.

## 1.04 GUARANTEE

A. Guarantee the cathodic protection system against all defects in materials and workmanship and further guarantee to prevent corrosion, when maintained in a continuous operation in accordance with the Contractor's instructions, as evidence by the absence of pitting (or additional pitting) below the high waterline in the tank for a period of one (1) year. The requirement of a maintenance contract may be beneficial but cannot be made a precondition to this warranty. In the event corrosion is not prevented, the Contractor is to readjust, repair, or replace the system. Guarantee the reference electrodes for five (5) years. It is the intention of the Owner to inspect the tank, as necessary, to review the performance of the cathodic protection system.

## 1.05 DESIGN AND PERFORMANCE REQUIREMENTS

A. <u>DESIGN CRITERIA:</u>

1. The tank is a 1,000,000 gallon legged tank (with a dry column) elevated water storage tank. It is approximately 66 ft. to bottom of the tank.
2. Total bare surface area to be protected shall be 50% of the tank surface up to the high waterline.
3. Design tank-to-water potential is to be –900 mv with units capable of adjustment from -850 mv to -1050 mv. The design potential is to be IR drop-free (type A) and based on a copper/copper sulfate reference electrode.
4. Minimum current density is to be 0.5 MA/sq. ft. of the bare surface area.
5. The minimum design anode system life is to be ten (10) years.

B. The intent of these specifications is to procure a quality product by an established manufacturer of the latest design. Cost of the equipment is to include all royalty costs arising from patents and licenses associated with furnishing the specified equipment. Design all material to withstand the stresses created under ice conditions. Use the latest state-of-the-art "permanent" system which is designed to be ice-free and designed for use in tanks with ice conditions. Use corrosion resistant materials for all equipment or protect with corrosion resistant industrial coating approved by the Engineer.

## 1.06 PAYMENT

B. Payment for Section 26 42 21 is a separate line item "Cathodic Protection System" as an alternate bid item.

## PART 2 – PRODUCTS

### 2.01 CATHODIC PROTECTION SYSTEM

A. Provide a cathodic protection system (ice-free) that is to be a suspended or floating ring-type system. Furnish all items, as necessary, for the complete operating system.

### 2.02 MATERIALS

A. Furnish materials for the best quality, regularly used in commercial practice and conforming to the following specifications. Specifically design the cathodic protection system for operation in icing conditions and protect against damage from ice.

B. Supply only material for use inside the wet interior (i.e., all material in contact with water shall meet NSF 61/600 Standards and bears the NSF or UL label verifying compliance).

C. Mount the power unit in a fiberglass, waterproof cabinet suitable for outdoor use, with provision for locking.

D. Use an electrical insulating material having suitable thickness and mechanical strength for the mounting board. Mount accurate D.C. meters with a D.C. voltmeter on the panel board for indicating output of rectifier.

E. Include a potential indicating voltmeter on the panel board. This voltmeter is to be part of the sensing circuit and is to continuously indicate the structure potential value that the control system is maintaining.

F. Panel Board is to contain the following equipment:

1. Power Unit: The power unit is to have the necessary circuit breakers, transformer, selenium or silicon rectifying elements, voltmeter(s), ammeter(s), lightning, surge, overload protection, wiring and appurtenances of adequate capacity to meet the requirements established by the Engineering Survey for each corrosion problem. Provide a power unit with voltage adjustments to regulate the current required for corrosion control. The unit is to be adjustable over the entire range of 0-100% of rated capacity. Design the power unit for Single Phase, 60 Hz, 110-120 volt A.C. rated to operate at an ambient temperature of 45° Centigrade. Include magnetic trip input circuit breakers and secondary fuses for full overload and short circuit protection. The entire power unit is to be fully field serviceable. The overall efficiency of the power unit is to exceed 65%, and the power factor is to exceed 90% of full load and rated voltage to the power unit, in the conversion of A.C. to D.C. The power factor is to be greater than 85% at outputs exceeding 25% of the rated capacity.
2. Automatic Controller: House the controller integrally with the rectifier unit. The automatic controller is to be completely solid-state design having no moving parts and capable of automatically maintaining the tank-to-water potential at (-)900

millivolts with respect to a copper-copper sulphate reference electrode within an accuracy of 50 millivolts. The tank-to-water potential measured and maintained by the controller is to be free of "IR" drop error (Type A).

3. Rectifier: Use full wave silicon rectifiers of the approved type cooled by natural air convection. Design the transformer for use in cathodic protection rectifiers having separate primary and secondary copper windings. The rectifiers are to be capable of automatically adjusting output to maintain potential within +/- 25mv of -900mv, and to be adjustable over 0-100% of its rated capacity.
4. Tank-to-Water Potential Meter: Equip the controller with a calibrated potential monitoring and display circuit having an integral impedance exceeding 1000 megohms which is to be so connected to read from the system reference cell the tank-to-water potential being maintained by the cathodic protection system. This voltage reading is to be free of "IR" drop error. NOTE: If digital readout is provided, provide access to all readings required above.

G. Note that there is an abandoned cathodic rectifier and conduit in the column base – condition is unknown. The existing rectifier cannot be reused, but the conduit and wiring may be reused if possible. Contractor to provide conduit and electric service from the base of the column (at the electrical panel) to the rectifier then up to the junction box/coupling into the wet interior, or utilize the existing conduit if available. All conduit, junction boxes, etc. are to be rigid galvanized steel, stainless steel, or aluminum, the intention is to match what is currently on the structure if applicable. The Conduit is to be continuous from the electrical panel to the rectifier, and from the rectifier to the pressure coupling with no openings, and all conduit and connections are to be weather tight. The final 2-3 ft. of the connections at the junction box can be non-metallic flexible conduit. Use state code for underground wire. Follow the National Electrical Code for the allowable current-carrying capacity. Follow state code for underground wire. Use HMWPE (High Moly) wire from the electrical panel to and mixer control box, all underground wiring (if needed) is to be inside PVC conduit.

H. Equip the system with copper-copper sulfate reference electrode designed for a minimum five (5) year life. Install two (2) electrodes on opposite sides of the bowl. If either electrode fails within five (5) years, replace as often as necessary, free of charge to the Owner.

I. Design the anode system for a minimum life of ten (10) years and securely attach to the tank to prevent damage from ice conditions. Include all labor and material for installation of the anodes, and use submerged floating anodes. The anode system uses mixed metal oxide wire anodes. Attach the anodes to a buoyant submerged structure that is maintained in a totally submerged condition, down to access tube. Anode and reference electrode lead wires are to enter the tank below the minimum water level through pressure tight fittings. Use 3,000 lb. couplings for fitting. Use a

separate cord to encircle the supporting cord approximately 8 in. greater radius and design the cord to relieve tension in the loading. Use $^{5}/_{16}$ in. polyester or nylon rope.

J. Protect all units using lightning arresters, surge protectors, and automatic overload protection in all modes and comply with NEPA/UL Standards. All patent requirements are the responsibility of the Contractor.

K. Install 5/8 in. diameter copper clad grounding rod to a depth of 10 ft. at base of panel. Attach rod with grounding clamp to #6 solid copper wire. Attach ground wire to rectifier.

### 2.03 ALARM AND TELEMETRY CONTROLS

A. The alarm and telemetry circuits are to be a secondary system designed to read controls and not to interfere in any manner with the primary controls. Use four-to-twenty (4-20) milliamp sensors to read voltage, amperage and potential of both circuits. One alarm light shall be furnished on the cover of the rectifier box. The light shall be activated by a change in amperage, voltage or potential that would signal a possible system failure.

## PART 3 – EXECUTION

### 3.01 REMOVAL OF THE EXISTING CATHODIC SYSTEM

A. Remove the existing cathodic protection rectifier.

### 3.02 INSTALLATION

A. The cathodic protection system is to be installed by full-time employees of the supplier of the system who are specifically trained to install and service water tank cathodic protection systems. Subcontractors who are specialized tank personnel may install the cathodic protection system under direct, on-site supervision by a responsible employee of the manufacturer.

B. Install clips, pressure fitting, mounting supports, and/or brackets prior to any coating application.

### 3.03 CLIPS AND PRESSURE FITTING

A. Use existing clips and pressure fitting if possible. Coordinate with the manufacturer to determine attachment requirements. If needed furnish and install new attachment clips and pressure fitting.

B. Clips to be installed using ¼ in. fillet welds all around. No area may be left which would be susceptible to crevice corrosion.

C. Weld the pressure fitting with ¼ in. fillet continuous welds all around on both the tank's wet interior and exterior.

## 3.04 INSTRUCTIONS

A. After installation is complete, energize the system and adjust for optimum operations. After the unit is adjusted, take tank-to-water potential measurements using a copper-copper sulfate reference electrode. Submit a report to the Engineer, including all the test results obtained.

B. After supervising of inspection and start-up operations, provide one (1) additional day for training of the Owner and/or their representative. The training is to include minor troubleshooting practices, recordkeeping, and methods used to determine the effectiveness of the system. The training period is at the Owner's discretion within one (1) year of start-up.

## 3.05 MOUNTING PANEL

A. Locate waterproof cabinet rectifier in the bottom of the column at the existing rectifier location.

B. Modify the existing mount, or replace as needed.

## 3.06 OPERATION OF SYSTEM

A. The Owner reserves the right to leave the cathodic protection system out-of-service for one (1) full year.

B. Complete the requirements from the Instructions Section above when scheduled by the Owner (within 13 months).

C. Extend one (1) year warranty of cathodic protection system one (1) year beyond date of energizing.

## 3.07 ELECTRICAL SUPPLY

A. There is a 120-volt power source with a circuit breaker panel available in the base of the column.

B. Coordinate with Owner and connect electrical source to cathodic protection controls.

1,000,000 gallon toropillar (4th Street) elevated water storage tank located in Franklin, Ohio and owned by Franklin Public Works Department.

1) The exposed foundation is in good condition overall. The foundation is not coated.

2) Same.

3) Typical riser anchor bolt that is in good condition.

4) There are small spot coating failures on the baseplate and anchor bolts.

5) Same.

6) The column service door is in good condition.

7) Spot coating failures on the riser.

8) Same.

9) The column coating is in fair condition overall.

10) The exposed leg foundations are in good condition overall.

11) Same.

12) Spot coating failures on a leg baseplate.

13) Spot coating failures with rust undercutting on a leg.

14) Same.

15) Same.

16) The leg coating is in good condition overall.

17) Same.

18) Same.

19) There are tree limbs encroaching on the tank legs.

20) Same.

21) The bowl coating is in fair condition overall with spot coating failures to the substrate and delamination.

22) Same.

23) There is mildew growth on the bowl.

24) The sidewall coating and lettering are in fair condition.

25) The dry interior roof hatch is in good condition. The hatch neck acts as the tank ventilation. The screen is in good condition but is oversized.

26) The double red aviation light appears to be in good condition.

27) Antenna tripod on the roof with rust staining.

28) Spot coating failures on the roof at a welded cap.

29) The roof coating is in poor condition overall with numerous failures.

30) Same.

31) The wet riser foundation is in good condition overall.

32) Same.

33) Spot coating failures on the wet riser.

34) The sample tap appears to be in good condition.

35) The wet riser manway is in good condition.

36) The wet riser and overflow pipe coating is in fair condition overall.

37) Spot coating failures on the column baseplate. The anchor bolts are in good condition overall.

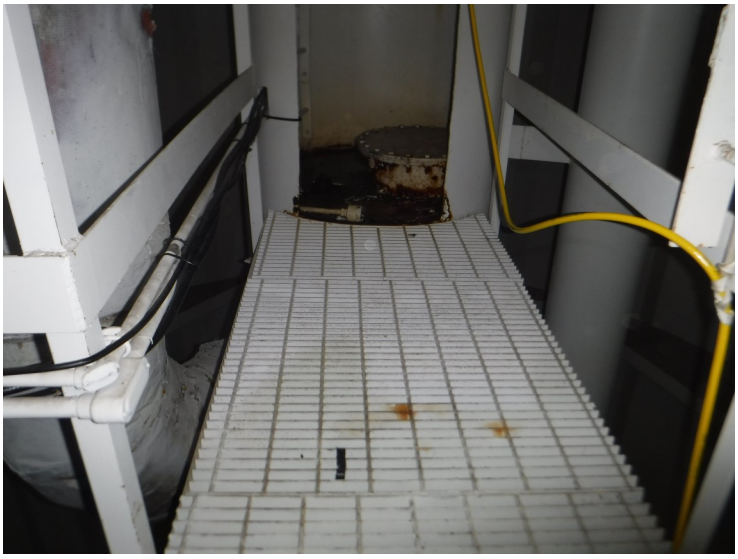
38) Topcoat delamination on the dry interior column.

39) The column ladders are in good condition. The ladders are not equipped with fall prevention devices.

40) Typical platform ladder opening that is in good condition.

41) The platforms and handrails are in good condition.

42) The top platform ladder opining is in good condition but does not have a hinged cover.



43) The grated catwalk floor is in good condition.

44) The insulation on the fill/ draw pipe below the bowl is in fair condition with sections of tape that are loose.

45) The painter's hatch and access ladder are in good condition.

46) The bowl coating is in good condition overall.

47) The bowl manway and access ladder are in good condition.

48) Coating failures on the access tube floor.

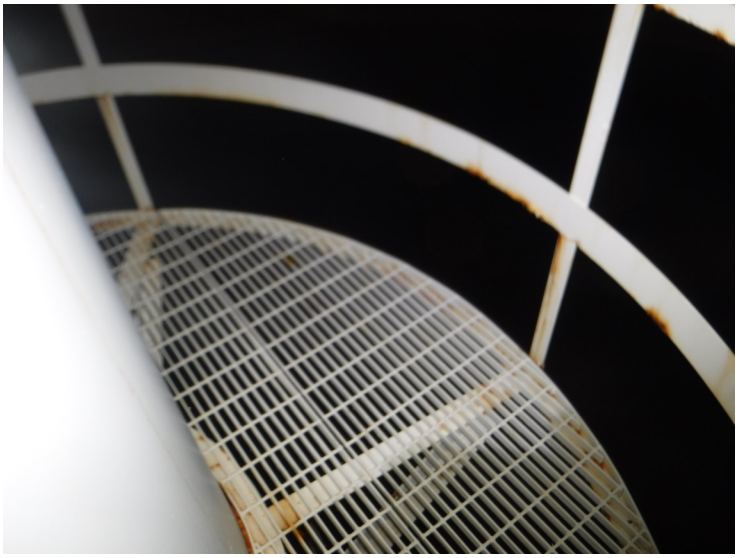
49) Spot coating failures and rust bleedthrough on the access tube lap seams.

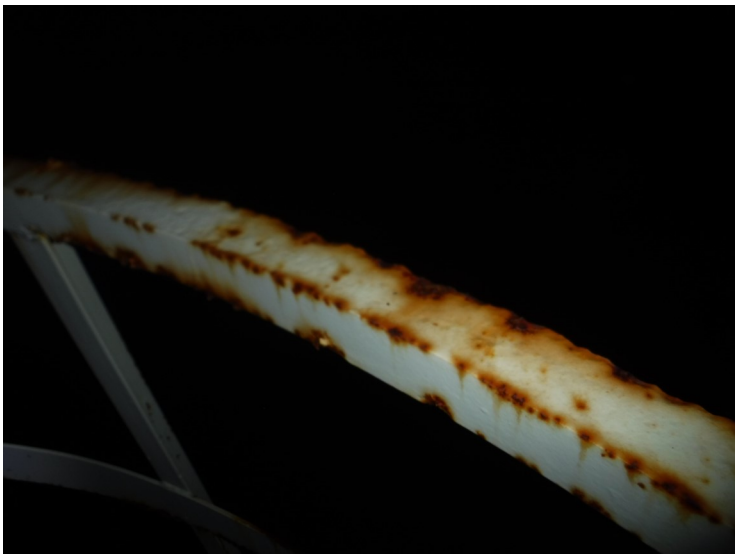
50) Same.

51) The access tube ladder is in good condition. The ladder is not equipped with a fall prevention device.

52) The grated platform at the top of the access tube is in good condition.

53) The wet interior platform is in good condition but has a grated floor.



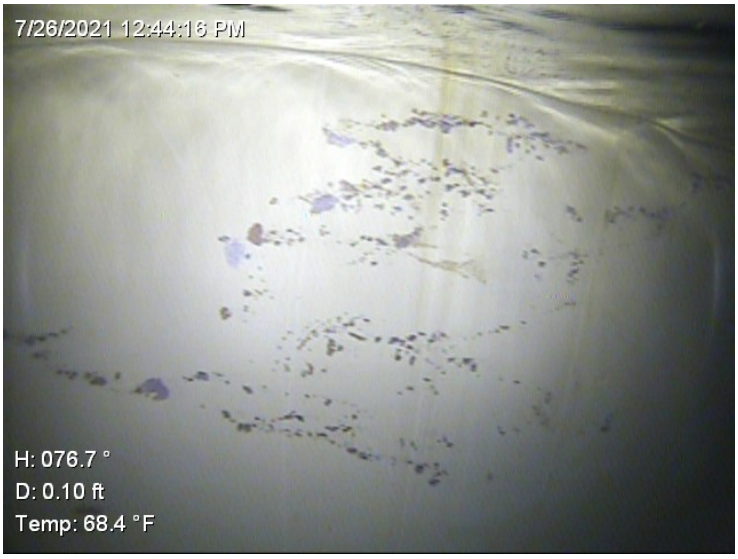


54) Spot coating failures on the platform handrail.

55) Rust bleedthrough and coating failures on the access tube and conduit junction box.

56) The wet interior roof coating is in good condition overall with rust bleedthrough.

57) Same.



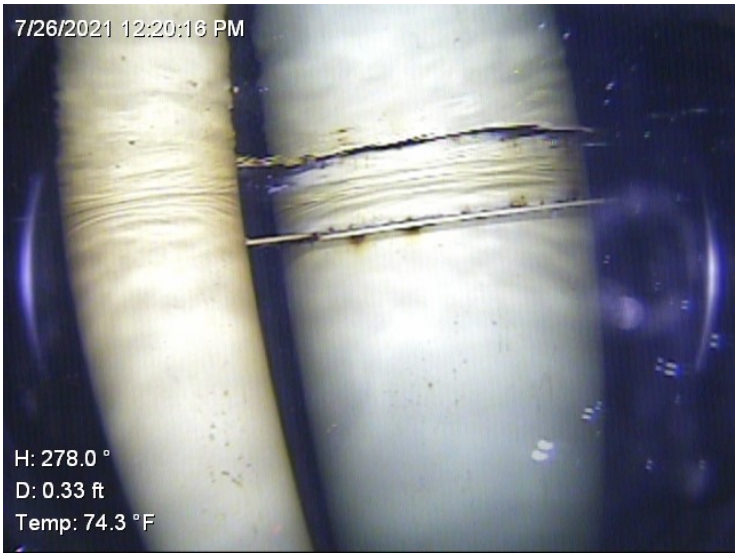

58) Topcoat delamination on the upper sidewall.

59) Sidewall section that is in good condition overall.

60) Same.

61) Typical sidewall stiffener with spot coating failures.

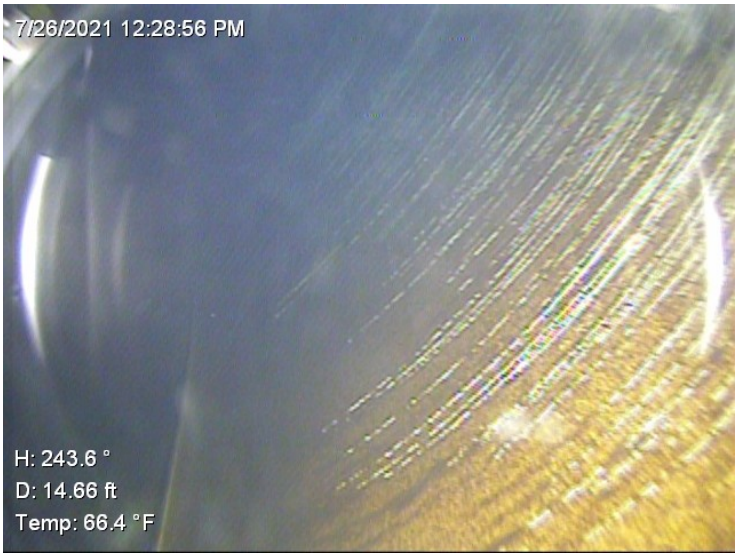
62) Moderate build-up on the sidewall.




63) Spot coating failures on the access tube.

64) Typical access tube and overflow pipe sections that are in good condition.

65) The wet interior ladder appears to be in good condition. The ladder is not equipped with a fall prevention device.




66) The bowl is covered with sediment that limited the visible surface with the ROV.

67) Same.

68) The siphon pipe appears to be in good condition.

69) Same.

70) Drain plug and handle that appear to be in good condition.

71) The wet interior manway cover is in good condition.

72) The fill/draw pipe is in good condition and has a deflector at the top.

73) The metal pit cover is in good condition.

74) The pit is completely filled with water.

75) The overflow pipe routes through the ground and discharges adjacent to the tank with no air gap.

# *SECTION 6*
# *SPECIFIC PROJECT REQUIREMENTS*

# SPECIFIC PROJECT REQUIREMENTS

## 1 - CONTACT DURING BIDDING

1.1 All questions during bidding should be addressed to Nicole Diak PE, at Verdantas LLC, at 513-792-8441.

## 2 - INSPECTION REPORT

2.1 An inspection report July 26, 2021 by Dixon Engineering was relied upon by the Engineer in the preparation of drawings and specifications. Copies of the report are in Section 9 – Appendix but are not considered to be part of the contract documents.

## 3 - CORRECTION PERIOD

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

## 4 - INSURANCE

4.1 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.

4.2 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

## 5 - WORKING HOURS

5.1 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.

## 6 - PROJECT COMPLETION

6.1 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.

## 7 - SITE ACCESS

7.1 Access to the site for field investigation of existing conditions must be scheduled in advance with the Owner by contacting Mr. Eric Damian, City Engineer, who can be reached at 937-949-4053.

END OF SECTION

***SECTION 7***
***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** |

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**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

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

# Prevailing Wage Contractor Responsibilities

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

Collapse All Sections

## General Information

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

painting.

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

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

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

## Penalties for violation

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

## Intentional Violations

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

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

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

## Responsibilities

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Employees' work classification.

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

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

3. Hours worked on the project for each employee.

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

4. Hourly rate for each employee.

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

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

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

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

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

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

7. Total deductions from employee's wages.

8. Net amount paid.

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

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

## INSTRUCTIONS FOR PREPARING CERTIFIED PAYROLL REPORTS

**General**:

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

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

**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 | | | | | | | | | | | | | | | | | | | | |
| | | OT | | | | | | | | | | | | | | | | | | | | |
| | | ST | | | | | | | | | | | | | | | | | | | | |
| | | OT | | | | | | | | | | | | | | | | | | | | |
| | | ST | | | | | | | | | | | | | | | | | | | | |
| | | OT | | | | | | | | | | | | | | | | | | | | |
| | | ST | | | | | | | | | | | | | | | | | | | | |
| | | OT | | | | | | | | | | | | | | | | | | | | |
| | | ST | | | | | | | | | | | | | | | | | | | | |

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

**Owner:**

**Project:**

**Prime Contractor:**

**Subcontractor (if subcontractor report):**

**For week beginning on:**

**For week ending on:**

**Payroll Number:**

**Project Number:**

CERTIFICATION FOR NON-PERFORMING WEEK

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

_____
*Signature*

*Name*, Prevailing Wage Coordinator

Select a County: Delaware DOWNLOAD (PDF)

| Union ↑ | Classification | Wage Rate Type | Effective Date | Posted Date | |
|---|---|---|---|---|---|
| Asbestos Local 207 | Asbestos Worker | Commercial | 08/06/2025 | 08/06/2025 | View |
| Asbestos Local 50 Heat & Frost Insulators | Asbestos Worker | Commercial | 07/30/2025 | 07/30/2025 | View |
| Boilermaker Local 85 | Boilermaker | Commercial | 03/28/2012 | 03/28/2012 | View |
| Bricklayer Local 23 (Columbus Tile Finisher) | Bricklayer | Commercial | 06/01/2025 | 05/28/2025 | View |
| Bricklayer Local 23 (Columbus Tile Setter) | Bricklayer | Commercial | 06/01/2025 | 05/28/2025 | View |
| Bricklayer Local 23 (Columbus) | Bricklayer | Commercial | 06/01/2025 | 05/28/2025 | 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 & Pile Driver Local 200 | Carpenter | Commercial | 05/01/2026 | 04/29/2026 | View |
| Carpenter & Piledriver SC District HevHwy | Carpenter | Commercial | 05/01/2026 | 04/29/2026 | View |
| Carpenter Millwright Local 1090 Columbus | Carpenter | Commercial | 05/01/2026 | 04/29/2026 | View |
| Cement Mason Local 132 (Columbus) | Cement Mason | Commercial | 06/01/2026 | 05/27/2026 | View |
| Cement Mason Local 132 Hev Hwy (Columbus) | Cement Mason | Commercial | 05/01/2026 | 05/01/2026 | View |
| Electrical Local 683 Inside | Electrical | Commercial | 06/10/2026 | 06/10/2026 | View |
| Electrical Local 683 Inside Lt Commercial South West | Electrical | Commercial | 02/04/2026 | 02/04/2026 | View |
| Electrical Local 683 Voice Data Video | Electrical | Commercial | 06/10/2026 | 06/10/2026 | View |
| Electrical Local 71 High Tension Pipe Type Cable | Electrical | Commercial | 01/07/2026 | 01/07/2026 | View |

| Union ↑ | Classification | Wage Rate Type | Effective Date | Posted Date | |
|---|---|---|---|---|---|
| Electrical Local 71 Outside (Central OH Chapter) | 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 37 | Elevator | Commercial | 01/01/2026 | 12/31/2025 | View |
| Glazier Local 372 | Glazier | Commercial | 11/12/2025 | 11/12/2025 | View |
| Ironworker Local 172 | Ironworker | Commercial | 06/01/2026 | 05/27/2026 | View |
| Labor HevHwy 3 | Laborer | Commercial | 05/01/2026 | 04/29/2026 | View |
| Labor Local 574 | Laborer | Commercial | 05/20/2026 | 05/20/2026 | 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 1275 | Painter | Commercial | 11/12/2025 | 11/12/2025 | View |
| Painter Local 1275 Drywall | Painter | Commercial | 05/06/2026 | 05/06/2026 | View |
| Painter Local 1275 HevHwy | Painter | Commercial | 11/12/2025 | 11/12/2025 | View |
| Painter Local 1275 Industrial | Painter | Commercial | 11/12/2025 | 11/12/2025 | View |
| Painter Local 639 Sign and Display | Painter | Commercial | 06/18/2025 | 06/18/2025 | View |
| Painter Local 639 Zone 2 Sign | Painter | Commercial | 05/28/2025 | 05/28/2025 | View |
| Plasterer Local 132 (Columbus) | Plasterer | Commercial | 06/01/2025 | 05/28/2025 | View |
| Plumber Pipefitter Local 189 | Plumber Pipefitter | Commercial | 12/10/2025 | 12/10/2025 | View |
| Roofer Local 86 | Roofer | Commercial | 09/03/2025 | 09/03/2025 | View |
| Sheet Metal Local 24 (Columbus) | Sheet Metal Worker | Commercial | 06/11/2025 | 06/11/2025 | 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 |

An Official State of Ohio site. Here's how you know

# Prevailing Wage Rates - Skilled Crafts

## Details

| Union | Change# | Craft | Effective Date | Posted Date |
|---|---|---|---|---|
| Asbestos Local 207 | 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 Abatement | $32.50 | | $10.95 | $7.25 | $0.75 | $3.75 | $0.00 | $0.05 | $0.00 | $0.00 | $55.25 | $71.50 |
| **Trainee** | **Percent** | **BHR** | | | | | | | | | | |
| Trainee | 67.690000 | $22.00 | $10.95 | $1.90 | $0.75 | $1.00 | $0.00 | $0.05 | $0.00 | $0.00 | $36.65 | $47.65 |

## Special Calculation Note

Other: Drug Testing

## Ratio

3 Journeymen to 1 Trainee

## Jurisdiction (* denotes special jurisdictional note)

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

## Special Jurisdictional Note

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

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

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

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

## Details

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

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

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

An Official State of Ohio site. Here's how you know

# Prevailing Wage Rates - Skilled Crafts

## Details

| Union | Change# | Craft | Effective Date | Posted Date |
|---|---|---|---|---|
| Asbestos Local 50 Heat & Frost Insulators | LCN02-2025ib | Asbestos Worker | 07/30/2025 | 07/30/2025 |

## 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 Mechanic | $40.56 | | $9.55 | $9.60 | $0.55 | $0.00 | $4.75 | $0.00 | $0.00 | $0.00 | $65.01 | $85.29 |
| Firestop Technician | $40.56 | | $9.55 | $9.60 | $0.55 | $0.00 | $4.75 | $0.00 | $0.00 | $0.00 | $65.01 | $85.29 |
| **Apprentice** | **Percent** | **BHR** | | | | | | | | | | |
| 1st year | 63.630000 | $25.81 | $9.55 | $4.52 | $0.50 | $0.00 | $0.50 | $0.00 | $0.00 | $0.00 | $40.88 | $53.78 |
| 2nd year | 74.230000 | $30.11 | $9.55 | $4.52 | $0.50 | $0.00 | $0.85 | $0.00 | $0.00 | $0.00 | $45.53 | $60.59 |
| 3rd year | 84.830000 | $34.41 | $9.55 | $6.76 | $0.50 | $0.00 | $1.25 | $0.00 | $0.00 | $0.00 | $52.47 | $69.67 |
| 4th year | 90.130000 | $36.56 | $9.55 | $6.76 | $0.50 | $0.00 | $1.50 | $0.00 | $0.00 | $0.00 | $54.87 | $73.15 |

## Special Calculation Note

## Ratio

1 Journeymen to 1 Apprentice
4 Journeymen to 1 Apprentice thereafter

## Jurisdiction (* denotes special jurisdictional note)

Athens, Auglaize, Butler*, Champaign, Clark, Clinton, Crawford, Darke, Delaware, Fairfield, Fayette, Franklin, Greene, Guernsey, Hardin, Hocking, Knox, Licking, Logan, Madison, Marion, Miami, Montgomery, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Preble, Ross, Shelby, Union, Vinton, Warren*

## Special Jurisdictional Note

Butler County: Townships of Lemon and Madison.
Warren County: Township of Clear Creek, Franklin, Massie, Turtle Creek and Wayne

## 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 |
|---|---|---|---|---|
| Boilermaker Local 85 | LCN01-2012kp | Boilermaker | 03/28/2012 | 03/28/2012 |

## Wage Rates

| | | | Fringe Benefit Payments | | | | | | Irrevocable Fund | | Total PWR | Overtime Rate |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (*) | MISC (*) | | |
| **Classification** | **BHR** | | | | | | | | | | | |
| Boilermaker | $31.01 | | $6.97 | $10.77 | $0.35 | $0.00 | $3.00 | $2.09 | $0.00 | $0.00 | $54.19 | $69.70 |
| **Apprentice** | **Percent** | **BHR** | | | | | | | | | | |
| 1st 6 months | 70.000000 | $21.71 | $6.97 | $0.25 | $0.35 | $0.00 | $0.25 | $2.09 | $0.00 | $0.00 | $31.62 | $42.47 |
| 2nd 6 months | 72.500000 | $22.48 | $6.97 | $0.25 | $0.35 | $0.00 | $0.25 | $2.09 | $0.00 | $0.00 | $32.39 | $43.63 |
| 3rd 6 months | 75.000000 | $23.26 | $6.97 | $0.25 | $0.35 | $0.00 | $0.25 | $2.09 | $0.00 | $0.00 | $33.17 | $44.80 |
| 4th 6 months | 77.500000 | $24.03 | $6.97 | $10.77 | $0.35 | $0.00 | $3.00 | $2.09 | $0.00 | $0.00 | $47.21 | $59.23 |
| 5th 6 months | 80.000000 | $24.81 | $6.97 | $10.77 | $0.35 | $0.00 | $3.00 | $2.09 | $0.00 | $0.00 | $47.99 | $60.39 |
| 6th 6 months | 85.000000 | $26.36 | $6.97 | $10.77 | $0.35 | $0.00 | $3.00 | $2.09 | $0.00 | $0.00 | $49.54 | $62.72 |
| 7th 6 months | 90.000000 | $27.91 | $6.97 | $10.77 | $0.35 | $0.00 | $3.00 | $2.09 | $0.00 | $0.00 | $51.09 | $65.04 |
| 8th 6 months | 95.000000 | $29.46 | $6.97 | $10.77 | $0.35 | $0.00 | $3.00 | $2.09 | $0.00 | $0.00 | $52.64 | $67.37 |

## Special Calculation Note

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

## Ratio

5 Journeymen to 1 Apprentice 10 Journeymen to 2 Apprentice 15 Journeymen to 3 Apprentice Helpers will be referred in the event that apprentices are NOT available.

## Jurisdiction (* denotes special jurisdictional note)

Allen, Ashland, Auglaize, Crawford, Darke, Defiance, Delaware, Erie, Fulton, Hancock, Hardin, Henry, Huron, Knox, Logan, Lucas, Marion, Mercer, Morrow, Ottawa, Paulding, Putnam, Richland, Sandusky, Seneca, Shelby, Union, Van Wert, Williams, Wood, Wyandot

## 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 (Columbus Tile Finisher) | LCN01-2025ib | Bricklayer | 06/01/2025 | 05/28/2025 |

## Wage Rates

| | | | Fringe Benefit Payments | | | | | | Irrevocable Fund | | Total PWR | Overtime Rate |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (*) | MISC (*) | | |
| **Classification** | **BHR** | | | | | | | | | | | |
| Bricklayer Tile Marble Finisher | $31.75 | | $8.72 | $3.24 | $0.55 | $0.00 | $0.50 | $0.00 | $0.00 | $0.00 | $44.76 | $60.64 |
| Terrazzo Finisher | $32.00 | | $8.72 | $3.24 | $0.55 | $0.00 | $0.50 | $0.00 | $0.00 | $0.00 | $45.01 | $61.01 |
| Floor Grinder | $32.25 | | $8.72 | $3.24 | $0.55 | $0.00 | $0.50 | $0.00 | $0.00 | $0.00 | $45.26 | $61.39 |
| Base Grinder | $32.50 | | $8.72 | $3.24 | $0.55 | $0.00 | $0.50 | $0.00 | $0.00 | $0.00 | $45.51 | $61.76 |
| **Apprentice** | **Percent** | **BHR** | | | | | | | | | | |
| 1st Year | 70.000000 | $22.23 | $8.72 | $3.24 | $0.55 | $0.00 | $0.50 | $0.00 | $0.00 | $0.00 | $35.24 | $46.35 |
| 2nd Year | 80.000000 | $25.40 | $8.72 | $3.24 | $0.55 | $0.00 | $0.50 | $0.00 | $0.00 | $0.00 | $38.41 | $51.11 |
| 3rd Year | 90.000000 | $28.58 | $8.72 | $3.24 | $0.55 | $0.00 | $0.50 | $0.00 | $0.00 | $0.00 | $41.59 | $55.87 |
| Apprentice Improver | 50.000000 | $15.88 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $15.88 | $23.81 |

## Special Calculation Note

## Ratio

1-2 Journeymen to 1 Apprentice 3-5Journeymen to 2 Apprentice Crews larger than 5: 4 Journeymen to 1 Apprentice

## Jurisdiction (* denotes special jurisdictional note)

Athens, Coshocton, Delaware, Fairfield, Fayette, Franklin, Guernsey, Hocking, Jackson, Knox, Licking, Madison, Meigs, Morgan, Muskingum, Noble, Perry, Pickaway, Pike, Ross, Union, Vinton, 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 (Columbus Tile Setter) | LCN01-2025ib | Bricklayer | 06/01/2025 | 05/28/2025 |

## Wage Rates

| | | | Fringe Benefit Payments | | | | | | Irrevocable Fund | | Total PWR | Overtime Rate |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (*) | MISC (*) | | |
| **Classification** | **BHR** | | | | | | | | | | | |
| Bricklayer Tile Setter | $33.89 | | $9.47 | $7.40 | $0.68 | $0.00 | $1.25 | $0.00 | $0.00 | $0.00 | $52.69 | $69.64 |
| Marble Mason | $33.89 | | $9.47 | $7.40 | $0.68 | $0.00 | $1.25 | $0.00 | $0.00 | $0.00 | $52.69 | $69.64 |
| Terrazzo Worker | $34.14 | | $9.47 | $7.40 | $0.68 | $0.00 | $1.25 | $0.00 | $0.00 | $0.00 | $52.94 | $70.01 |
| Terrazzo Worker, Installation | $34.14 | | $9.47 | $7.40 | $0.68 | $0.00 | $1.25 | $0.00 | $0.00 | $0.00 | $52.94 | $70.01 |
| **Apprentice** | **Percent** | **BHR** | | | | | | | | | | |
| 1st Year | 70.000000 | $23.72 | $9.47 | $7.40 | $0.68 | $0.00 | $1.25 | $0.00 | $0.00 | $0.00 | $42.52 | $54.38 |
| 2nd Year | 80.000000 | $27.11 | $9.47 | $7.40 | $0.68 | $0.00 | $1.25 | $0.00 | $0.00 | $0.00 | $45.91 | $59.47 |
| 3rd Year | 90.000000 | $30.50 | $9.47 | $7.40 | $0.68 | $0.00 | $1.25 | $0.00 | $0.00 | $0.00 | $49.30 | $64.55 |
| 4th Year | 95.000000 | $32.20 | $9.47 | $7.40 | $0.68 | $0.00 | $1.25 | $0.00 | $0.00 | $0.00 | $51.00 | $67.09 |

## Special Calculation Note

## Ratio

1 - 3 Journeyman to 1 Apprentice 4 - 8 Journeyman to 2 Apprentice 9 - 13 Journeyman to 3 Apprentice 14 - 18 Journeyman to 4 Apprentice

## Jurisdiction (* denotes special jurisdictional note)

Athens, Coshocton, Delaware, Fairfield, Fayette, Franklin, Guernsey, Hocking, Jackson, Knox, Licking, Madison, Meigs, Morgan, Muskingum, Noble, Perry, Pickaway, Pike, Ross, Union, Vinton, Washington

## Special Jurisdictional Note

Noble County: (Townships of Beaver, Buffalo, Seneca & Wayne)

## 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 (Columbus) | LCN01-2025ib | Bricklayer | 06/01/2025 | 05/28/2025 |

## Wage Rates

| | | | Fringe Benefit Payments | | | | | | Irrevocable Fund | | Total PWR | Overtime Rate |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (*) | MISC (*) | | |
| **Classification** | **BHR** | | | | | | | | | | | |
| Bricklayer | $37.35 | | $10.48 | $9.04 | $0.74 | $0.00 | $1.25 | $0.00 | $0.00 | $0.00 | $58.86 | $77.54 |
| Lay Out Man | $37.85 | | $10.48 | $9.04 | $0.74 | $0.00 | $1.25 | $0.00 | $0.00 | $0.00 | $59.36 | $78.29 |
| Saw Man | $37.85 | | $10.48 | $9.04 | $0.74 | $0.00 | $1.25 | $0.00 | $0.00 | $0.00 | $59.36 | $78.29 |
| Stone & Cement Mason | $37.35 | | $10.48 | $9.04 | $0.74 | $0.00 | $1.25 | $0.00 | $0.00 | $0.00 | $58.86 | $77.54 |
| Pointer Caulker Cleaner Block Stone | $37.35 | | $10.48 | $9.04 | $0.74 | $0.00 | $1.25 | $0.00 | $0.00 | $0.00 | $58.86 | $77.54 |
| Plaster | $37.35 | | $10.48 | $9.04 | $0.74 | $0.00 | $1.25 | $0.00 | $0.00 | $0.00 | $58.86 | $77.54 |
| Swing Stage (Ground Floors thru 23 Floors) | $38.35 | | $10.48 | $9.04 | $0.74 | $0.00 | $1.25 | $0.00 | $0.00 | $0.00 | $59.86 | $79.04 |
| Swing Stage (24th Floors and Above | $39.35 | | $10.48 | $9.04 | $0.74 | $0.00 | $1.25 | $0.00 | $0.00 | $0.00 | $60.86 | $80.54 |
| **Apprentice Bricklayers & Stone & Pointer Caulker Cleaner** | **Percent** | **BHR** | | | | | | | | | | |
| 1st Year | 70.000000 | $26.15 | $10.48 | $9.04 | $0.74 | $0.00 | $1.25 | $0.00 | $0.00 | $0.00 | $47.66 | $60.73 |
| 2nd Year | 80.000000 | $29.88 | $10.48 | $9.04 | $0.74 | $0.00 | $1.25 | $0.00 | $0.00 | $0.00 | $51.39 | $66.33 |
| 3rd Year | 90.000000 | $33.62 | $10.48 | $9.04 | $0.74 | $0.00 | $1.25 | $0.00 | $0.00 | $0.00 | $55.13 | $71.93 |
| 4th Year | 95.000000 | $35.48 | $10.48 | $9.04 | $0.74 | $0.00 | $1.25 | $0.00 | $0.00 | $0.00 | $56.99 | $74.73 |
| MASON TRAINEES | | | | | | | | | | | | |
| 1-90 Days | 50.020000 | $18.68 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $18.68 | $28.02 |
| 90-365 Days | 50.020000 | $18.68 | $10.48 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $29.16 | $38.50 |
| 2nd Year | 55.000000 | $20.54 | $10.48 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $31.02 | $41.29 |

## Special Calculation Note

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

## Ratio

REQUIRED RATIO 1-2 Journeyman to 1 Apprentice 3- 6 Journeyman to 2 Apprentice 7-10 Journeyman to 3 Apprentice 1-15 Journeyman to 4 Apprentice MASON TRAINEE REQUIRED 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

## Jurisdiction (* denotes special jurisdictional note)

Delaware, Franklin, Madison, Pickaway, Union

## Special Jurisdictional Note

## Details

MASON TRAINEE: duties shall be to work in all aspects of Masonry construction taking direction from the employer and the Journeyman Bricklayer & Stone Mason's working on the job. 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. Above Journeyman Rate: Brick Power Saw Pay $.50 Designated layout person $.50 Swingstage Work $1.00 at start,and additional $2.00 at 24th floor

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.

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# Prevailing Wage Rates - Skilled Crafts

## Details

| Union | Change# | Craft | Effective Date | Posted Date |
|---|---|---|---|---|
| Carpenter & Pile Driver Local 200 | LCN01-2026ib | Carpenter | 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** | | | | | | | | | | | |
| Carpenter | $37.86 | | $9.62 | $10.78 | $0.80 | $0.00 | $3.95 | $0.15 | $0.00 | $0.00 | $63.16 | $82.09 |
| Pile Driver | $37.73 | | $9.62 | $10.78 | $0.80 | $0.00 | $3.95 | $0.15 | $0.00 | $0.00 | $63.03 | $81.89 |
| **Apprentice paid at % of their rate above** | **Percent** | **BHR** | | | | | | | | | | |
| 1st Year | 70.000000 | $26.50 | $9.62 | $2.00 | $0.80 | $0.00 | $3.95 | $0.15 | $0.00 | $0.00 | $43.02 | $56.27 |
| 2nd Year | 80.000000 | $30.29 | $9.62 | $8.62 | $0.80 | $0.00 | $3.95 | $0.15 | $0.00 | $0.00 | $53.43 | $68.58 |
| 3rd Year | 90.000000 | $34.07 | $9.62 | $9.70 | $0.80 | $0.00 | $3.95 | $0.15 | $0.00 | $0.00 | $58.29 | $75.33 |
| 4th Year | 95.000000 | $35.97 | $9.62 | $10.24 | $0.80 | $0.00 | $3.95 | $0.15 | $0.00 | $0.00 | $60.73 | $78.72 |

## Special Calculation Note

Other: UBC National Fund

## Ratio

1 Journeyman to 1 Apprentice Thereafter 2 Journeyman to 1 Apprentice

The first carpenter on the job shall be a journeyman. The second carpenter employed may be an apprentice carpenter. After one (1) journeyman and one (1) apprentice are employed, each employer shall employ a ratio of one (1) apprentice, when available, to two (2) journeyman.

## Jurisdiction (* denotes special jurisdictional note)

Delaware, Fairfield, Franklin, Guernsey, Licking, Madison, Marion, Morgan, Muskingum, Noble, Perry, Pickaway, Union

## Special Jurisdictional Note

## Details

CARPENTERS: duties shall include but not limited to the milling, fashioning, joining, assembling, erecting, fastening, or dismantling of scaffolding and of material of wood, plastic, metal, fiber, cork and composition, and all other substitute materials. The handling, cleaning, erecting, installing and dismantling of machinery, equipment and all materials used by carpenters. The building and setting of all concrete forms and decking, and dismantling the same; the setting of templates for anchor bolts for structural members and for machinery, and the placing, leveling and bracing of these bolts; the making of all forms for bulkheads, figures, post, balusters and ornaments. The erection and installation of cooling towers assembled onsite. The building of all barricades and handling of rough lumber and drywall. The installation of all required blocking and all toilet accessories, including but not limited to grab bars, napkin dispensers and receptacles, mirrors and soap dispensers. The installation of metal studs and the welding of studs and other fastenings to receive material being applied by carpenters. The installation of all material used in drywall construction such as plasterboard, transite and other composition boards. The installation of carpet, artificial turf, wood and Resilient floors shall consist of and include the laying of all special designs of wood, wood block, wood composition, cork, linoleum, asphalt, mastic, plastic and rubber tile, whether nailed or laid in, or with linoleum paste or glue compositions. The installation of garage and overhead doors. The installation of fixtures, cabinets, shelving, racks, louvers, etc. The assembling and setting of all seats in theaters, halls, churches, schools, auditoriums, grandstands and other buildings. Our claim of jurisdiction, therefore, extends over the following subdivisions of the trade. Carpenters and Joiners; Bridge, Dock and Wharf Carpenters, Divers, Underpinners, Timbermen and Core Drillers; Shipwrights, Boat Builders, Ship Carpenters, Joiners and Caulkers, Cabinet Makers, Bench Hands, Stair Builders; Millmen; Wood and Resilient Floor Layers and Finishers; Carpet Layers; Shinglers; Siders; Insulators; Acoustic and Drywall Applicators; Shorers and House Movers; Loggers; Lumber and Sawmill Workers; Furniture Workers; Reed and Rattan Workers; Shingle Weavers; Casket and Coffin Makers; Box Makers; Railroad Carpenters; and Car Builders, regardless of material used; and all those engaged in the operation of woodworking or other machinery required in the fashioning, milling or manufacturing of products used in the trade, or engaged as helpers to any of the above divisions or subdivisions, and the handling, erecting and installing of material on any of the above divisions or subdivisions; burning welding, rigging and the use of any instrument or tool for layout work incidental to the trade. When the term "Carpenter" and "Joiner" is used, it shall mean all the subdivisions of the trade.

PILEDRIVER: Where piling is used in the construction and repair of all wharves, docks, piers, trestles, caissons, cofferdams, the erection of all sea walls and breakwaters. The placing of all walling, bumper guards of wood or metal. The framing, boring, drilling or burning of all holes in the same, all tie and hog rods in connection with Piledrivers work. The driving, bracing, plumbing, cutting-off and capping of all piling whether wood, steel sheeting, metal pipe piling, composite or concrete. The heading and splicing of wood piling and the making of woodsheet piling, The welding, cutting or burning of any metal and wood piling and shoring and underpinning in connection with Piledriver work. The loading and unloading of all piling and other material used in connection with Piledrivers work. The loading, unloading, erecting, framing, dismantling, moving and handling of all drivers, derrick, cranes and other piledriving equipment used in the work. Drilling in piling or drilled in caissons where a steel liner is used. All machinery used for handling spuds or anchors on floating equipment used in our work shall be operated by our members. Where swing lines or derricks are used, members shall be used as watchmen. All underwater and marine work on all 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. All clamming work that is done by floating derricks.

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# Prevailing Wage Rates - Skilled Crafts

## Details

| Union | Change# | Craft | Effective Date | Posted Date |
|---|---|---|---|---|
| Carpenter & Piledriver SC District HevHwy | LCN01-2026ib | Carpenter | 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** | | | | | | | | | | | |
| Journeyman | $37.73 | | $9.62 | $10.78 | $0.80 | $0.00 | $3.49 | $0.15 | $0.00 | $0.00 | $62.57 | $81.44 |
| **Apprentice** | **Percent** | **BHR** | | | | | | | | | | |
| 1st Year | 70.000000 | $26.41 | $9.62 | $10.78 | $0.80 | $0.00 | $3.49 | $0.15 | $0.00 | $0.00 | $51.25 | $64.45 |
| 2nd Year | 80.000000 | $30.18 | $9.62 | $10.78 | $0.80 | $0.00 | $3.49 | $0.15 | $0.00 | $0.00 | $55.02 | $70.11 |
| 3rd Year | 90.000000 | $33.96 | $9.62 | $10.78 | $0.80 | $0.00 | $3.49 | $0.15 | $0.00 | $0.00 | $58.80 | $75.78 |
| 4th Year | 95.000000 | $35.84 | $9.62 | $10.78 | $0.80 | $0.00 | $3.49 | $0.15 | $0.00 | $0.00 | $60.68 | $78.60 |

## Special Calculation Note

Other: UBC National Fund

When the contractor furnishes the necessary underwater gear for the diver, the diver shall be paid one and one half (1 & 1/2) times the journeyman rate for the time spent in the water.

## Ratio

1 Journeymen to 1 Apprentice

## Jurisdiction (* denotes special jurisdictional note)

Adams, Athens, Delaware, Fairfield, Fayette, Franklin, Gallia, Guernsey, Highland, Hocking, Jackson, Lawrence, Licking, Madison, Marion, Meigs, Morgan, Muskingum, Noble, Perry, Pickaway, Pike, Ross, Scioto, Union, Vinton, Washington

## Special Jurisdictional Note

## Details

Highway Construction, Airport Construction, Heavy Construction but not limited to: Tunnels, subways, drainage projects, flood control, reservoirs
Railroad Construction, Sewer Waterworks & Utility Construction but not limited to: storm sewers, waterlines, gas lines
Industrial & Building site, Power Plant, Amusement Park, Athletic stadium site, Sewer and Water Plants.

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# Prevailing Wage Rates - Skilled Crafts

## Details

| Union | Change# | Craft | Effective Date | Posted Date |
|---|---|---|---|---|
| Carpenter Millwright Local 1090 Columbus | LCN01-2026ib | Carpenter | 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 | | | | | | | | | | | |
| Carpenter Millwright | $36.91 | | $9.62 | $10.99 | $0.80 | $0.00 | $8.50 | $0.15 | $0.00 | $0.00 | $66.97 | $85.42 |
| Apprentice | Percent | BHR | | | | | | | | | | |
| 1st Year | 70.000000 | $25.84 | $9.62 | $10.99 | $0.80 | $0.00 | $8.50 | $0.15 | $0.00 | $0.00 | $55.90 | $68.82 |
| 2nd Year | 80.000000 | $29.53 | $9.62 | $10.99 | $0.80 | $0.00 | $8.50 | $0.15 | $0.00 | $0.00 | $59.59 | $74.36 |
| 3rd Year | 90.000000 | $33.22 | $9.62 | $10.99 | $0.80 | $0.00 | $8.50 | $0.15 | $0.00 | $0.00 | $63.28 | $79.89 |
| 4th Year | 95.000000 | $35.06 | $9.62 | $10.99 | $0.80 | $0.00 | $8.50 | $0.15 | $0.00 | $0.00 | $65.12 | $82.65 |

## Special Calculation Note

Other: UBC National Fund

## Ratio

3 Journeymen to 1 Apprentice

## Jurisdiction (* denotes special jurisdictional note)

Delaware, Fairfield, Franklin, Guernsey, Licking, Madison, Marion, Morgan, Muskingum, Noble, Perry, Pickaway, Union

## 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, underground 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; hosts; 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 drivers 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, planning, extruder, ball, dust collectors, equipment in meat packing plants, splicing or 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, dripping 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 trail run of any equipment or machinery installed by the Millwrights.

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# Prevailing Wage Rates - Skilled Crafts

## Details

| Union | Change# | Craft | Effective Date | Posted Date |
|---|---|---|---|---|
| Cement Mason Local 132 (Columbus) | LCN01-2026ib | Cement Mason | 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** | | | | | | | | | | | |
| Cement Mason | $36.92 | | $9.30 | $4.85 | $0.85 | $0.00 | $3.18 | $0.06 | $0.00 | $0.00 | $55.16 | $73.62 |
| **Apprentice** | **Percent** | **BHR** | | | | | | | | | | |
| 1st Year | 70.000000 | $25.84 | $9.30 | $4.85 | $0.85 | $0.00 | $3.18 | $0.06 | $0.00 | $0.00 | $44.08 | $57.00 |
| 2nd Year | 80.000000 | $29.54 | $9.30 | $4.85 | $0.85 | $0.00 | $3.18 | $0.06 | $0.00 | $0.00 | $47.78 | $62.55 |
| 3rd Year | 90.000000 | $33.23 | $9.30 | $4.85 | $0.85 | $0.00 | $3.18 | $0.06 | $0.00 | $0.00 | $51.47 | $68.08 |

## Special Calculation Note

Other: International Training Fund

Working on swing stage, slip scaffold, window jack scaffold, scissor lifts, and aerial lifts shall receive the following rates:
$.50 above the regular rate for heights up to fifty (50) feet above grade level
$1.00 above the regular rate for heights over fifty (50) feet above grade level

## Ratio

3 Journeymen to 1 Apprentice

## Jurisdiction (* denotes special jurisdictional note)

Ashland, Coshocton, Crawford, Delaware, Fairfield, Fayette, Franklin, Guernsey, Hocking, Knox, Licking, Madison, Marion, Morrow, Muskingum, Perry, Pickaway, Richland, Ross, Union, Vinton, Wyandot

## 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 132 Hev Hwy (Columbus) | LCN01-2026ib | Cement Mason | 05/01/2026 | 05/01/2026 |

## Wage Rates

| | | | Fringe Benefit Payments | | | | | | Irrevocable Fund | | Total PWR | Overtime Rate |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (*) | MISC (*) | | |
| **Classification** | **BHR** | | | | | | | | | | | |
| Cement Mason | $39.04 | | $9.38 | $7.05 | $0.85 | $0.00 | $3.00 | $0.09 | $0.00 | $0.00 | $59.41 | $78.93 |
| **Apprentice** | **Percent** | **BHR** | | | | | | | | | | |
| 1st Year | 70.000000 | $27.33 | $9.38 | $7.05 | $0.85 | $0.00 | $3.00 | $0.09 | $0.00 | $0.00 | $47.70 | $61.36 |
| 2nd Year | 80.000000 | $31.23 | $9.38 | $7.05 | $0.85 | $0.00 | $3.00 | $0.09 | $0.00 | $0.00 | $51.60 | $67.22 |
| 3rd Year | 90.000000 | $35.14 | $9.38 | $7.05 | $0.85 | $0.00 | $3.00 | $0.09 | $0.00 | $0.00 | $55.51 | $73.08 |

## Special Calculation Note

Other: International Training Fund

## Ratio

1 Journeyman to 1 Apprentice
2 Journeymen to 1 Apprentice thereafter

## Jurisdiction (* denotes special jurisdictional note)

Ashland, Athens, Coshocton, Crawford, Delaware, Fairfield, Fayette, Franklin, Guernsey, Hocking, Knox, Licking, Madison, Marion, Meigs, Monroe, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Richland, Ross, Union, Vinton, Washington, Wyandot

## 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 683 Inside | LCN01-2026ib | Electrical | 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** | | | | | | | | | | | |
| Electrician | $46.00 | | $12.50 | $7.52 | $1.06 | $0.00 | $4.50 | $0.00 | $0.00 | $0.00 | $71.58 | $94.58 |
| Welding | $47.00 | | $12.50 | $7.52 | $1.06 | $0.00 | $4.50 | $0.00 | $0.00 | $0.00 | $72.58 | $96.08 |
| Medium Voltage Splicing | $47.00 | | $12.50 | $7.52 | $1.06 | $0.00 | $4.50 | $0.00 | $0.00 | $0.00 | $72.58 | $96.08 |
| Over 100 feet | $69.00 | | $12.50 | $7.52 | $1.06 | $0.00 | | $0.00 | $0.00 | $0.00 | $94.68 | $129.18 |
| Level 1 CW 0 to 2000 hours | $16.18 | | $6.99 | $0.49 | $0.96 | $0.00 | $0.49 | $0.10 | $0.00 | $0.00 | $25.21 | $33.30 |
| Level 2 CW 2001 to 4000 hours | $17.20 | | $6.99 | $0.52 | $0.96 | $0.00 | $0.52 | $0.10 | $0.00 | $0.00 | $26.29 | $34.89 |
| Level 3 CW 4001 to 6000 hours | $18.21 | | $6.99 | $0.55 | $0.96 | $0.00 | $0.55 | $0.10 | $0.00 | $0.00 | $27.36 | $36.47 |
| Level 4 CW 6001 to 8000 hours | $20.23 | | $6.99 | $0.61 | $0.96 | $0.00 | $0.61 | $0.10 | $0.00 | $0.00 | $29.50 | $39.61 |
| Level 1 CE 8001 to 10000 hours | $22.25 | | $6.99 | $0.67 | $0.96 | $0.00 | $0.67 | $0.10 | $0.00 | $0.00 | $31.64 | $42.77 |
| Level 2 CE 10,001 to 12,000 hours | $24.28 | | $6.99 | $0.73 | $0.96 | $0.00 | $0.73 | $0.10 | $0.00 | $0.00 | $33.79 | $45.93 |
| Level 3 CE 12,001 to14,000 hours | $30.35 | | $6.99 | $0.91 | $0.96 | $0.00 | $0.91 | $0.10 | $0.00 | $0.00 | $40.22 | $55.40 |
| **Apprentice** | **Percent** | **BHR** | | | | | | | | | | |
| 0-1000 hrs 1st Period | 50.000000 | $23.00 | $12.50 | $3.76 | $1.06 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $40.32 | $51.82 |
| 1001-2000 hrs 2nd Period | 55.000000 | $25.30 | $12.50 | $4.14 | $1.06 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $43.00 | $55.65 |
| 2001-3500 hrs 3rd Period | 60.000000 | $27.60 | $12.50 | $4.51 | $1.06 | $0.00 | $2.70 | $0.00 | $0.00 | $0.00 | $48.37 | $62.17 |
| 3501-5000 hrs 4th Period | 65.000000 | $29.90 | $12.50 | $4.89 | $1.06 | $0.00 | $2.93 | $0.00 | $0.00 | $0.00 | $51.28 | $66.23 |
| 5001-6500 hrs 5th Period | 70.000000 | $32.20 | $12.50 | $5.26 | $1.06 | $0.00 | $3.15 | $0.00 | $0.00 | $0.00 | $54.17 | $70.27 |
| 6501-8000 hrs 6th Period | 80.000000 | $36.80 | $12.50 | $6.02 | $1.06 | $0.00 | $3.60 | $0.00 | $0.00 | $0.00 | $59.98 | $78.38 |

## Special Calculation Note

Other for CW/CE: Education Fund

## Ratio

1 to 3 Journeymen to 2 Apprentices
4 to 6 Journeymen to 4 Apprentices

Construction Wireman and Construction Electrician Ratio:
1 Journeymen to 4 (CW/CE) Employees
An Inside Journeyman Wireman is required on the project at the 5th worker or when apprentices are used.

## Jurisdiction (* denotes special jurisdictional note)

Champaign, Clark, Delaware, Fairfield, Franklin, Madison, Pickaway*, Union

## Special Jurisdictional Note

In Pickaway County the following townships: Circleville, Darby, Harrison, Jackson, Madison, Monroe, Muhlenberg, Scioto, Walnut, Washington.

## 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 683 Inside Lt Commercial South West | LCN01-2026ib | Electrical | 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** | | | | | | | | | | | |
| Electrician | $43.00 | | $12.15 | $8.81 | $1.16 | $0.00 | $4.25 | $0.00 | $0.00 | $0.00 | $69.37 | $90.87 |
| Welding | $44.00 | | $12.15 | $8.84 | $1.16 | $0.00 | $4.25 | $0.00 | $0.00 | $0.00 | $70.40 | $92.40 |
| Medium Voltage Splicing | $44.00 | | $12.15 | $8.84 | $1.16 | $0.00 | $4.25 | $0.00 | $0.00 | $0.00 | $70.40 | $92.40 |
| Over 100 feet | $64.50 | | $12.15 | $9.46 | $1.16 | $0.00 | $4.25 | $0.00 | $0.00 | $0.00 | $91.52 | $123.77 |
| Level 1 CW 0 to 2000 hours | $16.18 | | $6.99 | $0.49 | $0.96 | $0.00 | $0.49 | $0.10 | $0.00 | $0.00 | $25.21 | $33.30 |
| Level 2 CW 2001 to 4000 hours | $17.20 | | $6.99 | $0.52 | $0.96 | $0.00 | $0.52 | $0.10 | $0.00 | $0.00 | $26.29 | $34.89 |
| Level 3 CW 4001 to 6000 hours | $18.21 | | $6.99 | $0.55 | $0.96 | $0.00 | $0.55 | $0.10 | $0.00 | $0.00 | $27.36 | $36.47 |
| Level 4 CW 6001 to 8000 hours | $20.23 | | $6.99 | $0.61 | $0.96 | $0.00 | $0.61 | $0.10 | $0.00 | $0.00 | $29.50 | $39.61 |
| Level 1 CE 8001 to 10000 hours | $22.25 | | $6.99 | $0.67 | $0.96 | $0.00 | $0.67 | $0.10 | $0.00 | $0.00 | $31.64 | $42.77 |
| Level 2 CE 10,001 to 12,000 hours | $24.28 | | $6.99 | $0.73 | $0.96 | $0.00 | $0.73 | $0.10 | $0.00 | $0.00 | $33.79 | $45.93 |
| Level 3 CE 12,001 to14,000 hours | $30.35 | | $6.99 | $0.91 | $0.96 | $0.00 | $0.91 | $0.10 | $0.00 | $0.00 | $40.22 | $55.40 |
| **Apprentice** | **Percent** | **BHR** | | | | | | | | | | |
| 0-1000 hrs 1st Period | 50.000000 | $21.50 | $12.15 | $4.41 | $1.16 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39.22 | $49.97 |
| 1001-2000 hrs 2nd Period | 55.000000 | $23.65 | $12.15 | $4.85 | $1.16 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $41.81 | $53.63 |
| 2001-3500 hrs 3rd Period | 60.000000 | $25.80 | $12.15 | $5.28 | $1.16 | $0.00 | $2.55 | $0.00 | $0.00 | $0.00 | $46.94 | $59.84 |
| 3501-5000 hrs 4th Period | 65.000000 | $27.95 | $12.15 | $5.73 | $1.16 | $0.00 | $2.76 | $0.00 | $0.00 | $0.00 | $49.75 | $63.73 |
| 5001-6500 hrs 5th Period | 70.000000 | $30.10 | $12.15 | $6.16 | $1.16 | $0.00 | $2.98 | $0.00 | $0.00 | $0.00 | $52.55 | $67.60 |
| 6501-8000 hrs 6th Period | 80.000000 | $34.40 | $12.15 | $7.05 | $1.16 | $0.00 | $3.40 | $0.00 | $0.00 | $0.00 | $58.16 | $75.36 |

## Special Calculation Note

Other for CW/CE: Education Fund

## Ratio

1 to 3 Journeymen to 2 Apprentices
4 to 6 Journeymen to 4 Apprentices

Construction Wireman and Construction Electrician Ratio:
1 Journeymen to 4 (CW/CE) Employees
An Inside Journeyman Wireman is required on the project at the 5th worker or when apprentices are used.

## Jurisdiction (* denotes special jurisdictional note)

Champaign, Clark, Delaware, Fairfield, Franklin, Madison, Pickaway*, Union

## Special Jurisdictional Note

In Pickaway County the following townships: Circleville, Darby, Harrison, Jackson, Madison, Monroe, Muhlenberg, Scioto, Walnut, Washington.

## Details

The scope of work for the light commercial agreement shall apply to the following facilities not to exceed 200,000 square feet; office buildings, shopping centers, auto sales agencies and garages, churches, funeral homes, nursing homes, hotels, retail and wholesale facilities, small stand-alone manufacturing facilities when free standing and not part of a larger facility (not to exceed 50,000 square fee), solar projects (500 panels or less) unless otherwise covered under the agreement, lighting retrofits (when not associated with remodels involving branch re-circuiting) lighting retrofits shall be defined as the changing of lamps and ballasts in existing light fixtures and shall also include the one for one replacement of existing fixtures, warehouses, gas stations, food service centers, restaurants, entertainment facilities, hospitals, clinics, motels, residential buildings.

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# Prevailing Wage Rates - Skilled Crafts

## Details

| Union | Change# | Craft | Effective Date | Posted Date |
|---|---|---|---|---|
| Electrical Local 683 Voice Data Video | LCN01-2026ib | Electrical | 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** | | | | | | | | | | | |
| Electrical Installer Technician B | $34.00 | | $11.07 | $4.50 | $0.80 | $0.00 | $3.15 | $0.74 | $0.00 | $0.00 | $54.26 | $71.26 |
| Installer Technician A | $35.50 | | $11.07 | $4.50 | $0.80 | $0.00 | $3.15 | $0.77 | $0.00 | $0.00 | $55.79 | $73.54 |
| Cable Puller | $17.00 | | $11.07 | $4.50 | $0.80 | $0.00 | $3.15 | $0.37 | $0.00 | $0.00 | $36.89 | $45.39 |
| **Apprentices** | **Percent** | **BHR** | | | | | | | | | | |
| 1st Period 0 - 1000 hours | 60.000000 | $20.40 | $11.07 | $4.50 | $0.80 | $0.00 | $3.15 | $0.44 | $0.00 | $0.00 | $40.36 | $50.56 |
| 2nd Period 1001 - 2000 hours | 65.000000 | $22.10 | $11.07 | $4.50 | $0.80 | $0.00 | $3.15 | $0.48 | $0.00 | $0.00 | $42.10 | $53.15 |
| 3rd Period 2001 - 3000 hours | 70.000000 | $23.80 | $11.07 | $4.50 | $0.80 | $0.00 | $3.15 | $0.52 | $0.00 | $0.00 | $43.84 | $55.74 |
| 4th Period 3001 - 4000 hours | 75.000000 | $25.50 | $11.07 | $4.50 | $0.80 | $0.00 | $3.15 | $0.55 | $0.00 | $0.00 | $45.57 | $58.32 |
| 5th Period 4001 - 5000 hours | 80.000000 | $27.20 | $11.07 | $4.50 | $0.80 | $0.00 | $3.15 | $0.59 | $0.00 | $0.00 | $47.31 | $60.91 |
| 6th Period 5001 - 6000 hours | 85.000000 | $28.90 | $11.07 | $4.50 | $0.80 | $0.00 | $3.15 | $0.63 | $0.00 | $0.00 | $49.05 | $63.50 |

## Special Calculation Note

Other is Holiday Pay

## Ratio

1 Apprentice for every 1 Installer Technician
Cable Pullers can only be employed after an apprentice is employed on the job

## Jurisdiction (* denotes special jurisdictional note)

Champaign, Clark, Delaware, Fairfield, Franklin, Madison, Pickaway*, Union

## Special Jurisdictional Note

In Pickaway County the following townships: Circleville, Darby, Harrison, Jackson, Madison, Monroe, Muhlenberg, Scioto, Walnut, Washington.

## Details

TECHNICIAN (A) is a Technician B who holds a current Technician Certification from BICSI (Building Industry Consulting Service International, Inc.)

CABLE PULLERS are for the installation of cable from one termination point to another.

The work covered shall include the installation, testing, service, and maintenance of all VDV systems which utilize the transmission, and/or transference of voice, sound, vision, or digital for commercial, education, security, and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multimedia, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, and low-voltage master clock systems.
This Agreement specially includes the following work:

SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS
1. Background/foreground music
2. Intercom and telephone interconnect systems
3. Telephone systems
4. Nurse Call systems
5. Radio page systems
6. School intercom and sound systems
7. Burglar alarm systems
8. Low-voltage master clock systems
9. Multimedia/multiplex systems
10. Sound and musical entertainment systems
11. RF systems
12. Antennas and wave guide
13. DAS (distributed antenna systems)
14. Cellular
15. ERRS (Emergency Responder Radio System

TELEVISION AND VIDEO SYSTEMS
1. TV monitoring and surveillance systems
2. Video security systems
3. Video entertainment systems
4. Video educational systems
5. Microwave transmission systems
6. CATV and CCTV

SECURITY SYSTEMS
1. Perimeter security systems
2. Vibration sensor systems
3. Card access systems
4. Access control systems
5. Sonar/infrared monitoring equipment
COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS (IN THE "SCOPE")
6. SCADA (Supervisory Control and Data Acquisition)
7. PCM (Pulse code Modulation)
8. Inventory control systems
9. Digital data systems
10. Broadband and baseband and carriers
11. Point-of-sale systems
12. VSAT data systems
13. Data communication systems
14. RF and remote-control systems
15. Fiber-optic data systems

VDV support systems such as data-track, innerduct, cable, basket, center spine, ladder rack trays, or similar type raceways intended specifically for the above-listed systems. Chase, sleeves, and/or nipples (not to exceed 10 feet) may be installed on open wiring.

This Agreement specifically excludes the following work:

1. The complete installation of nonintegrated energy management systems, computer systems in industrial applications such as process controls, assembly lines, robotics, and computer controlled to the manufacturing systems, and all HVAC control work up to the first point of connection to the multipurpose integrated system if so connected shall not be part of this Agreement
2. Life safety systems [not intrinsic to nurse call systems listed in Item (A) above] shall be excluded from this Agreement.
3. SCADA (Supervisory control and Data Acquisition) where not intrinsic to the above listed systems (in the "Scope").
4. Fire alarm work is on all new construction sites or wherever the fire alarm system is installed in conduit.

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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 (Central OH Chapter) | 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 | $26.78 | | $7.50 | $0.80 | $0.27 | $0.00 | $5.36 | $0.50 | $0.00 | $0.00 | $41.21 | $54.60 |
| Groundman 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 is Health Reimburstment Account

## Ratio

1 Journeymen to 1 Apprentice

## Jurisdiction (* denotes special jurisdictional note)

Adams, Ashland, Athens, Coshocton, Crawford, Delaware, Fairfield, Fayette, Franklin, Gallia, Guernsey, Highland, Hocking, Jackson, Knox, Lawrence, Licking, Madison, Marion, Meigs, Monroe, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Pike, Richland, Ross, Scioto, Tuscarawas, Union, Vinton, Washington

## Special Jurisdictional Note

## Details

A groundman when directed shall assist a Journeyman Lineman, Traffic Signal and Lighting Journeyman or Equipment Operator in the performance of his/her work on the ground, including the use of hand tools. Under no circumstances shall this classification climb poles, towers, or work from an elevated platform or bucket truck. This classification shall not perform work normally assigned to an Apprentice. 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.

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 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.

An Official State of Ohio site. Here's how you know

# Prevailing Wage Rates - Skilled Crafts

## Details

| Union | Change# | Craft | Effective Date | Posted Date |
|---|---|---|---|---|
| Elevator Local 37 | LCN01-2025ib | Elevator | 01/01/2026 | 12/31/2025 |

## 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 | $59.84 | | $16.37 | $11.06 | $0.85 | $4.79 | $10.70 | $0.00 | $0.00 | $0.00 | $103.61 | $133.53 |
| Helper | $41.89 | | $16.37 | $11.06 | $0.85 | $3.35 | $10.70 | $0.00 | $0.00 | $0.00 | $84.22 | $105.16 |
| **Apprentice** | **Percent** | **BHR** | | | | | | | | | | |
| Probationary Apprentice | 50.000000 | $29.92 | $0.00 | $0.00 | $0.00 | $1.80 | $0.00 | $0.00 | $0.00 | $0.00 | $31.72 | $46.68 |
| 1st Year | 55.000000 | $32.91 | $16.37 | $11.06 | $0.85 | $1.97 | $10.70 | $0.00 | $0.00 | $0.00 | $73.86 | $90.31 |
| 2nd Year | 65.000000 | $38.90 | $16.37 | $11.06 | $0.85 | $2.33 | $10.70 | $0.00 | $0.00 | $0.00 | $80.21 | $99.66 |
| 3rd Year | 70.000000 | $41.89 | $16.37 | $11.06 | $0.85 | $2.51 | $10.70 | $0.00 | $0.00 | $0.00 | $83.38 | $104.32 |
| 4th Year | 80.000000 | $47.87 | $16.37 | $11.06 | $0.85 | $2.87 | $10.70 | $0.00 | $0.00 | $0.00 | $89.72 | $113.66 |
| Assistant Mechanic | 80.000000 | $47.87 | $16.37 | $11.06 | $0.85 | $3.83 | $10.70 | $0.00 | $0.00 | $0.00 | $90.68 | $114.61 |

## Special Calculation Note

## Ratio

1 Journeyman to 1 Apprentice**
1 Journeyman to 1 Helper**
1 Journeyman to 1 Assistant Mechanic**

## Jurisdiction (* denotes special jurisdictional note)

Athens, Champaign, Clark, Delaware, Fairfield, Fayette, Franklin, Gallia, Guernsey, Hocking, Jackson, Knox, Lawrence, Licking, Logan, Madison, Marion, Meigs, Monroe*, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Pike, Ross, Union, Vinton

## Special Jurisdictional Note

Monroe County is shared by both Local 37 and Local 6.

## Details

**Art. 10 Par. 2 Apprentice Work Qualifications: Par 2- The total number of Helpers and Apprentices employed shall not exceed the number of Mechanics on any one job, except on jobs where two teams or more are working, one extra Helper or Apprentice may be employed for the first two teams and an extra Helper or Apprentice for each additional three teams. Further, the Company may use as many Helpers and Apprentices as best suits his convenience under the direction of a Mechanic in wrecking old plants and in handling and hoisting material, and on foundation work. When removing old and installing new cable on existing elevator installations, the Company may use two Helpers or Apprentices to one Mechanic.

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# Prevailing Wage Rates - Skilled Crafts

## Details

| Union | Change# | Craft | Effective Date | Posted Date |
|---|---|---|---|---|
| Glazier Local 372 | LCN01-2025ib | Glazier | 11/12/2025 | 11/12/2025 |

## Wage Rates

| | | | Fringe Benefit Payments | | | | | | Irrevocable Fund | | Total PWR | Overtime Rate |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (*) | MISC (*) | | |
| Classification | BHR | | | | | | | | | | | |
| Glazier | $36.72 | | $6.80 | $10.14 | $0.45 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $54.11 | $72.47 |
| Apprentice | Percent | BHR | | | | | | | | | | |
| 1st Year | 70.000000 | $25.70 | $6.80 | $2.84 | $0.45 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $35.79 | $48.64 |
| 2nd Year | 75.000000 | $27.54 | $6.80 | $2.84 | $0.45 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37.63 | $51.40 |
| 3rd Year | 85.000000 | $31.21 | $6.80 | $6.55 | $0.45 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $45.01 | $60.61 |
| 4th Year | 95.000000 | $34.88 | $6.80 | $6.55 | $0.45 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $48.68 | $66.12 |

## Special Calculation Note

A premium of one dollar ($1.00) per hour above regular hourly rate of pay shall be paid for each hour worked by every employee from any mechanical lift or scaffold, either suspended or supported including the Hex type scaffolding.

## Ratio

1 Journeyman to 1 Apprentice

## Jurisdiction (* denotes special jurisdictional note)

Delaware, Fairfield, Fayette*, Franklin, Hocking, Jackson, Knox, Licking, Madison, Marion, Morrow, Muskingum, Perry, Pickaway, Pike, Ross, Union, Vinton

## Special Jurisdictional Note

Fayette County - locations west of State Route 62 ONLY.

## Details

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# Prevailing Wage Rates - Skilled Crafts

## Details

| Union | Change# | Craft | Effective Date | Posted Date |
|---|---|---|---|---|
| Ironworker Local 172 | LCN01-2026ib | Ironworker | 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** | | | | | | | | | | | |
| Ironworker | $44.07 | | $9.80 | $9.50 | $0.71 | $0.00 | $4.00 | $0.00 | $0.00 | $0.00 | $68.08 | $90.12 |
| Rigger, Welder, Reinforcing Sheeter, Fence Erector, & Machinery Mover | $44.07 | | $9.80 | $9.50 | $0.71 | $0.00 | $4.00 | $0.00 | $0.00 | $0.00 | $68.08 | $90.12 |
| **Apprentice** | **Percent** | **BHR** | | | | | | | | | | |
| 1st Year 0-1500 Hours | 70.000000 | $30.85 | $9.80 | $9.50 | $0.71 | $0.00 | $4.00 | $0.00 | $0.00 | $0.00 | $54.86 | $70.29 |
| 2nd Year 1501-3000 Hours | 80.000000 | $35.26 | $9.80 | $9.50 | $0.71 | $0.00 | $4.00 | $0.00 | $0.00 | $0.00 | $59.27 | $76.90 |
| 3rd Year 3001-4500 Hours | 90.020000 | $39.67 | $9.80 | $9.50 | $0.71 | $0.00 | $4.00 | $0.00 | $0.00 | $0.00 | $63.68 | $83.52 |

## Special Calculation Note

## Ratio

1 Journeyman to 1 Apprentice

## Jurisdiction (* denotes special jurisdictional note)

Champaign*, Clark*, Crawford*, Delaware, Fairfield, Fayette*, Franklin, Hardin*, Highland*, Hocking, Jackson*, Knox, Licking, Logan*, Madison*, Marion, Morrow, Muskingum*, Perry, Pickaway, Pike, Ross, Union, Vinton, Wyandot*

## Special Jurisdictional Note

Champaign County Twps included: Wayne, Rush, Goshen
Clark County Twps included: Vienna, Catawba and portions of Harmony and Pleasant
Crawford County Twps included: Bucyrus, Dallas, Jefferson, Jackson, Whetstone, Polk, Sandusky
Fayette County Twps included: Paint, Marion, Perry, Madison, Wayne, Union
Hardin County Twps included: McDonald, Taylorcreek, Hale, Dudley, Pleasant, Goshen, Blanchard, Lynn, Jackson, Buck, Cessna, Marion, Washington
Highland County Twps included: Madison. Jackson County Twps included: Liberty, Washington, Milton, Jackson, Coal, Wilkesville
Logan County Twps included: Monroe, Zane, Jefferson, Perry, Rush Creek, Bokes Creek
Madison County Twps included: Range, Paint, Fairfield, Sommerford, Jefferson, Pike, Canaan, Pleasant, Oak Run, Union, Deer Creek, Monroe, Darby
Muskingum County Twps include: Jackson, Licking, Hope Well, Newton, Clay, Cass, Muskingum falls, Springfield, Madison, Washington, Wayne, Brush Creek
Pike County Twps included: Perry, Benton, Mifflin, Sunfish, Newton, Prebble, Pee Pee, Seal, Beaver, Jackson
Wyandot County Twps included: Jackson, Marseilles, Mifflin, Pitt, Antrim

## 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 574 | LCN01-2026ib | Laborer | 05/20/2026 | 05/20/2026 |

## 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 | $32.60 | | $9.45 | $4.60 | $0.40 | $0.00 | $1.00 | $0.00 | $0.10 | $0.00 | $48.15 | $64.45 |
| Group 2 | $33.10 | | $9.45 | $4.60 | $0.40 | $0.00 | $1.00 | $0.00 | $0.10 | $0.00 | $48.65 | $65.20 |
| **Apprentice** | **Percent** | **BHR** | | | | | | | | | | |
| 1st Year | 70.020000 | $22.83 | $9.45 | $4.60 | $0.40 | $0.00 | $1.00 | $0.00 | $0.10 | $0.00 | $38.38 | $49.79 |
| 2nd Year | 80.000000 | $26.08 | $9.45 | $4.60 | $0.40 | $0.00 | $1.00 | $0.00 | $0.10 | $0.00 | $41.63 | $54.67 |
| 3rd Year | 90.000000 | $29.34 | $9.45 | $4.60 | $0.40 | $0.00 | $1.00 | $0.00 | $0.10 | $0.00 | $44.89 | $59.56 |
| 4th Year | 95.000000 | $30.97 | $9.45 | $4.60 | $0.40 | $0.00 | $1.00 | $0.00 | $0.10 | $0.00 | $46.52 | $62.00 |
| 5th Year | 100.000000 | $32.60 | $9.45 | $4.60 | $0.40 | $0.00 | $1.00 | $0.00 | $0.10 | $0.00 | $48.15 | $64.45 |

## Special Calculation Note

## Ratio

1 Journeymen to 1 Apprentice
3 Journeymen to 1 Apprentice

## Jurisdiction (* denotes special jurisdictional note)

Delaware, Hancock, Hardin, Marion, Seneca, Wyandot

## Special Jurisdictional Note

## Details

Group 1: General Laborer including but not limited to: Signalman, Watchman, Flagman, Tool Cribman, Carpenter Tenders, Finisher Tenders, Concrete Handler, Utility Construction Laborer, Guard Rail Erectors, Fence Installer, Caulker, Water Truck, Landscaper and irrigation, Hazardous Waste (Level A of Exhibit A), Swimming Pools, Pool Decks, Parking Garage and Surrounding Sidewalks, Mucker, Caisson Worker, Creosote Workers, Form Setter, Pumps (3 inch or under), Off-road Trucks, Skid Steer, Tamp Person

Group 2: Pipelayer (Bottom person), Powder Men and Dynamite Blasters, Laser Beam Set-Up Man, Grade Checker, Concrete Saws, Fork Lift, Concrete Specialist, Vibrator and Hazardous Waste (Level B, C & D of Exhibit A), Mason Tender (Brick/Hod Carrier, Cement/ Concrete, Stone), Scaffold Builder, Mortar Mixer, Plasterer Tender, Gunite Operator Hazardous Waste Removal and Lead Abatement: Level A Only in established "safe zones" may consist of, from normal work clothes to normal skin protection such as gloves, face shields goggles, coveralls and occasionally respiratory protection. Level B Protective equipment includes a protective suit and an air purifying respirator (APR) with the appropriate filter canisters. The ensemble is used when the contaminants are reliably known not to be hazardous to the skin and not IDLH (Immediately Dangerous to Life or Health) and correct filter protection is available. Level C Protective equipment includes a chemically resistant splash suit and a SCBA or Airline Fed Respirator. This ensemble is required when the situation is very hazardous, such as oxygen deficient atmospheres, IDLH atmospheres, or confined space entries. Level D Protective equipment is required when the area has been determined to contain extremely toxic contaminants or contaminants unknown but may be expected to be extremely toxic and/or immediately dangerous to life and health.

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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

An Official State of Ohio site. Here's how you know

# 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 1275 | LCN02-2025sks | Painter | 11/12/2025 | 11/12/2025 |

## 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 & Wall Washing | $28.91 | | $6.80 | $10.30 | $0.35 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $46.36 | $60.82 |
| **Apprentice** | **Percent** | **BHR** | | | | | | | | | | |
| 0-1500 hrs | 80.000000 | $23.13 | $6.80 | $0.95 | $0.35 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $31.23 | $42.80 |
| 1501-3000 hrs | 85.000000 | $24.57 | $6.80 | $0.95 | $0.35 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32.67 | $44.96 |
| 3001-4500 hrs | 90.000000 | $26.02 | $6.80 | $0.95 | $0.35 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $34.12 | $47.13 |
| 4501-6000 hrs | 95.000000 | $27.46 | $6.80 | $0.95 | $0.35 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $35.56 | $49.29 |

## Special Calculation Note

A premium for "Structural Steel, Swingstage" shall pay $.30 per hour worked.
A premium for "Spray" shall pay $.75 per hour worked.
A premium for "Vinyl Hanging" shall pay $.75 per hour worked.
A premium for "Sandblast, steamclean, water blast (Above 3500 psi) and hazardous" shall pay $.70 per hour worked.

## Ratio

1 Journeyman to 1 Apprentice

## Jurisdiction (* denotes special jurisdictional note)

Delaware, Fairfield, Fayette, Franklin, Knox, Licking, Madison, Muskingum, Perry, Pickaway, Ross, Union

## Special Jurisdictional Note

## Details

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# Prevailing Wage Rates - Skilled Crafts

## Details

| Union | Change# | Craft | Effective Date | Posted Date |
|---|---|---|---|---|
| Painter Local 1275 Drywall | LCN01-2026ib | Painter | 05/06/2026 | 05/06/2026 |

## Wage Rates

| | | | Fringe Benefit Payments | | | | | | Irrevocable Fund | | Total PWR | Overtime Rate |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (*) | MISC (*) | | |
| **Classification** | **BHR** | | | | | | | | | | | |
| Painter Drywall Finisher | $37.80 | | $6.80 | $8.31 | $0.35 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $53.26 | $72.16 |
| **Apprentice** | **Percent** | **BHR** | | | | | | | | | | |
| 1st 0-1500 hrs | 75.000000 | $28.35 | $6.80 | $2.30 | $0.35 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $37.80 | $51.98 |
| 2nd 1501-3000 hrs | 85.000000 | $32.13 | $6.80 | $2.30 | $0.35 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $41.58 | $57.65 |
| 3rd 3001-4500 hrs | 95.000000 | $35.91 | $6.80 | $2.30 | $0.35 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $45.36 | $63.31 |

## Special Calculation Note

## Ratio

1 Journeyman to 1 Apprentice

## Jurisdiction (* denotes special jurisdictional note)

Delaware, Fairfield, Fayette, Franklin, Knox, Licking, Madison, Muskingum, Perry, Pickaway, Ross, Union

## Special Jurisdictional Note

## Details

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# Prevailing Wage Rates - Skilled Crafts

## Details

| Union | Change# | Craft | Effective Date | Posted Date |
|---|---|---|---|---|
| Painter Local 1275 HevHwy | LCN02-2025ib | Painter | 11/12/2025 | 11/12/2025 |

## 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 Class 1 Bridge Blaster | $38.97 | | $6.80 | $10.30 | $0.35 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $56.42 | $75.91 |
| Painter Bridges Class 2 Rigger, Containment Builder, Spot Blaster | $35.97 | | $6.80 | $10.30 | $0.35 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $53.42 | $71.41 |
| Painter Bridges Class 3 Equipment Operator/Field Mechanic, Grit Reclamation, Paint Mix, Traffic Control, Boat Person, Driver (0-5 Years Exp.) | $28.97 | | $6.80 | $10.30 | $0.35 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $46.42 | $60.91 |
| Painter Bridges Class 3 Equipment Operator/Field Mechanic, Grit Reclamation, Paint Mix, Trafiic Control, Boat Person, Driver (plus 5 Years Exp.) | $31.97 | | $6.80 | $10.30 | $0.35 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $49.42 | $65.41 |
| Painter Bridges Class 4 Concrete Sealing, Concrete Blasting Power Washing | $27.97 | | $6.80 | $10.30 | $0.35 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $45.42 | $59.41 |
| Painter Bridges Class 5 Quality Control, Quality Assurance, Traffic Safety Competent Person | $31.97 | | $6.80 | $10.30 | $0.35 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $49.42 | $65.41 |
| **Apprentice** | **Percent** | **BHR** | | | | | | | | | | |
| 1st 0-1500 hrs | 80.000000 | $31.18 | $6.80 | $0.95 | $0.35 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $39.28 | $54.87 |
| 2nd 1501-3000 hrs | 85.000000 | $33.12 | $6.80 | $0.95 | $0.35 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $41.22 | $57.78 |
| 3rd 3001-4500 hrs | 90.000000 | $35.07 | $6.80 | $0.95 | $0.35 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $43.17 | $60.71 |
| 4th 4501-6000 hrs | 95.000000 | $37.02 | $6.80 | $0.95 | $0.35 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $45.12 | $63.63 |

## Special Calculation Note

## Ratio

1 Journeyman to 1 Apprentice

## Jurisdiction (* denotes special jurisdictional note)

Delaware, Fairfield, Fayette, Franklin, Knox, Licking, Madison, Muskingum, Perry, Pickaway, Ross, Union

## Special Jurisdictional Note

## Details

Heavy Highway Class 1 are qualified painters,blasters,riggers. Class 2 Equipment Tenders /or containment Builders are hired to tend employers equipment also engage in the building & moving of containment systems. Class 3 support personnel will perform Quality control duties,clean abrasive blast materials, load and unload trucks, handle all materials, man safety boats, & handle traffic control. NACE Level I, II, III or equivalent with at least five (5) years Journeyman QC experience shall pay Class 5 rate plus premium of $4.00 per hour
worked.

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# Prevailing Wage Rates - Skilled Crafts

## Details

| Union | Change# | Craft | Effective Date | Posted Date |
|---|---|---|---|---|
| Painter Local 1275 Industrial | LCN02-2025ib | Painter | 11/12/2025 | 11/12/2025 |

## 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 | $30.36 | | $6.80 | $10.30 | $0.35 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $47.81 | $62.99 |
| **Apprentice** | **Percent** | **BHR** | | | | | | | | | | |
| 0-1500 hrs | 80.000000 | $24.29 | $6.80 | $0.95 | $0.35 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $32.39 | $44.54 |
| 1501-3000 hrs | 85.000000 | $25.81 | $6.80 | $0.95 | $0.35 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $33.91 | $46.81 |
| 3001-4500 hrs | 90.000000 | $27.32 | $6.80 | $0.95 | $0.35 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $35.42 | $49.08 |
| 4501-6000 hrs | 95.000000 | $28.84 | $6.80 | $0.95 | $0.35 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $36.94 | $51.36 |

## Special Calculation Note

## Ratio

1 Journeyman to 1 Apprentice

## Jurisdiction (* denotes special jurisdictional note)

Delaware, Fairfield, Fayette, Franklin, Knox, Licking, Madison, Muskingum, Perry, Pickaway, Ross, Union

## Special Jurisdictional Note

## Details

Definition of Industrial Classification: Industrial Facilities to be included in the Industrial Classification shall include; Water Treatment, Waste Water Treatment, Natural Gas and related facilities, refineries, transmission pipe lines, electrical transmission towers and or switching /sub stations and Power Plants. Exclusions from the industrial classification are Power Plants that generate power to a single customer; such as an emergency power supplier or a Hospital, Information Technology Facility, Sporting/Event or Arena/Stadium type facility. This exclusion would also be given to any commercial office space located within the facilities property. The excluded spaces shall be done under the Commercial Wage rates.

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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 |
|---|---|---|---|---|
| Painter Local 639 Zone 2 Sign | LCN01-2025ib | Painter | 05/28/2025 | 05/28/2025 |

## Wage Rates

| | | Fringe Benefit Payments | | | | | | Irrevocable Fund | | Total PWR | Overtime Rate |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (*) | MISC (*) | | |
| Classification | BHR | | | | | | | | | | |
| Painter Sign Journeyman Tech/Team Leader Class A | $26.56 | $3.36 | $0.21 | $0.00 | $0.00 | $0.00 | $0.72 | $0.00 | $0.00 | $30.85 | $44.13 |
| Painter Sign Journeyman Tech/Team Leader Class B | $26.56 | $3.36 | $0.21 | $0.00 | $0.51 | $0.00 | $0.72 | $0.00 | $0.00 | $31.36 | $44.64 |
| Painter Sign Journeyman Tech/Team Leader Class C | $26.56 | $3.36 | $0.21 | $0.00 | $1.02 | $0.00 | $0.72 | $0.00 | $0.00 | $31.87 | $45.15 |
| Painter Sign Journeyman Tech/Team Leader Class D | $26.56 | $3.36 | $0.21 | $0.00 | $1.53 | $0.00 | $0.72 | $0.00 | $0.00 | $32.38 | $45.66 |
| Sign Journeyman Class A | $26.27 | $3.36 | $0.21 | $0.00 | $0.00 | $0.00 | $0.71 | $0.00 | $0.00 | $30.55 | $43.69 |
| Sign Journeyman Class B | $26.27 | $3.36 | $0.21 | $0.00 | $0.51 | $0.00 | $0.71 | $0.00 | $0.00 | $31.06 | $44.20 |
| Sign Journeyman Class C | $26.27 | $3.36 | $0.21 | $0.00 | $1.01 | $0.00 | $0.71 | $0.00 | $0.00 | $31.56 | $44.70 |
| Sign Journeyman Class D | $26.27 | $3.36 | $0.21 | $0.00 | $1.52 | $0.00 | $0.71 | $0.00 | $0.00 | $32.07 | $45.21 |
| Tech Sign Fabrication/ Erector Class A | $20.67 | $3.36 | $0.21 | $0.00 | $0.00 | $0.00 | $0.56 | $0.00 | $0.00 | $24.80 | $35.14 |
| Tech Sign Fabrication/ Erector Class B | $20.67 | $3.36 | $0.21 | $0.00 | $0.40 | $0.00 | $0.56 | $0.00 | $0.00 | $25.20 | $35.54 |
| Tech Sign Fabrication/ Erector Class C | $20.67 | $3.36 | $0.21 | $0.00 | $0.80 | $0.00 | $0.56 | $0.00 | $0.00 | $25.60 | $35.94 |
| Tech Sign Fabrication/ Erector Class D | $20.67 | $3.36 | $0.21 | $0.00 | $1.19 | $0.00 | $0.56 | $0.00 | $0.00 | $25.99 | $36.33 |

## Special Calculation Note

Other is for paid holidays.

## Ratio

## Jurisdiction (* denotes special jurisdictional note)

Adams, Allen, Auglaize, Brown, Butler, Carroll, Champaign, Clark, Clermont, Clinton, Columbiana, Coshocton, Crawford, Darke, Defiance, Delaware, Erie, Fairfield, Fayette, Franklin, Fulton, Greene, Hamilton, Hancock, Hardin, Henry, Highland, Holmes, Huron, Jackson, Knox, Licking, Logan, Lorain, Lucas, Madison, Mahoning, Marion, Mercer, Miami, Montgomery, Morrow, Muskingum, Ottawa, Paulding, Perry, Pickaway, Pike, Preble, Putnam, Ross, Sandusky, Scioto, Seneca, Shelby, Stark, Trumbull, Tuscarawas, Union, Van Wert, Warren, Wayne, Williams, Wood, Wyandot

## Special Jurisdictional Note

## Details

Class A: less that 1 year. Class B: 1-3 years. Class C; 3-10 years. Class D: More than 10 years.

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# Prevailing Wage Rates - Skilled Crafts

## Details

| Union | Change# | Craft | Effective Date | Posted Date |
|---|---|---|---|---|
| Plasterer Local 132 (Columbus) | LCN01-2025ib | Plasterer | 06/01/2025 | 05/28/2025 |

## Wage Rates

| | | | Fringe Benefit Payments | | | | | | Irrevocable Fund | | Total PWR | Overtime Rate |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (*) | MISC (*) | | |
| **Classification** | **BHR** | | | | | | | | | | | |
| Plasterer | $31.68 | | $8.20 | $4.70 | $0.50 | $0.00 | $2.00 | $0.06 | $0.00 | $0.00 | $47.14 | $62.98 |
| Fireproofing Gunner | $32.68 | | $8.20 | $4.70 | $0.50 | $0.00 | $2.00 | $0.06 | $0.00 | $0.00 | $48.14 | $64.48 |
| **Apprentice** | **Percent** | **BHR** | | | | | | | | | | |
| 1st 800 hrs | 70.000000 | $22.18 | $8.20 | $4.70 | $0.50 | $0.00 | $2.00 | $0.06 | $0.00 | $0.00 | $37.64 | $48.72 |
| 2nd 800 hrs | 74.000000 | $23.44 | $8.20 | $4.70 | $0.50 | $0.00 | $2.00 | $0.06 | $0.00 | $0.00 | $38.90 | $50.62 |
| 3rd 800 hrs | 78.000000 | $24.71 | $8.20 | $4.70 | $0.50 | $0.00 | $2.00 | $0.06 | $0.00 | $0.00 | $40.17 | $52.53 |
| 4th 800 hrs | 82.000000 | $25.98 | $8.20 | $4.70 | $0.50 | $0.00 | $2.00 | $0.06 | $0.00 | $0.00 | $41.44 | $54.43 |
| 5th 800 hrs | 86.000000 | $27.24 | $8.20 | $4.70 | $0.50 | $0.00 | $2.00 | $0.06 | $0.00 | $0.00 | $42.70 | $56.33 |
| 6th 800 hrs | 90.000000 | $28.51 | $8.20 | $4.70 | $0.50 | $0.00 | $2.00 | $0.06 | $0.00 | $0.00 | $43.97 | $58.23 |
| 7th 800 hrs | 94.000000 | $29.78 | $8.20 | $4.70 | $0.50 | $0.00 | $2.00 | $0.06 | $0.00 | $0.00 | $45.24 | $60.13 |
| 8th 800 hrs | 98.000000 | $31.05 | $8.20 | $4.70 | $0.50 | $0.00 | $2.00 | $0.06 | $0.00 | $0.00 | $46.51 | $62.03 |

## Special Calculation Note

*Other is International Training Fund

## Ratio

3 Journeymen to 1 Apprentice

## Jurisdiction (* denotes special jurisdictional note)

Ashland, Coshocton, Crawford, Delaware, Fairfield, Fayette, Franklin, Guernsey, Hocking, Knox, Licking, Madison, Marion, Morrow, Muskingum, Perry, Pickaway, Richland, Ross, Union, Vinton, Wyandot

## Special Jurisdictional Note

## Details

Fireproofing Gunner: If any mechanical means is used in the gauging of lime for any finish coat, the mixing shall be gauged by a member of the crew who is to apply the respective gauging. This clause applies on jobs where cementitious and fibrous type fireproofing is the material being applied. There shall be an equal number of plasterers to nozzles used. Working on swing stage, slip scaffold or window jack scaffold shall receive the following rates: $0 above the regular rate for heights up to forty-nine (49) feet above grade level $0.75 above the regular rate for heights over fifty (50) feet above grade level

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# Prevailing Wage Rates - Skilled Crafts

## Details

| Union | Change# | Craft | Effective Date | Posted Date |
|---|---|---|---|---|
| Plumber Pipefitter Local 189 | LCN01-2025ib | Plumber Pipefitter | 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 | | | | | | | | | | | |
| Plumber Pipefitter | $53.00 | | $10.39 | $7.49 | $1.45 | $0.00 | $8.26 | $0.00 | $0.00 | $0.00 | $80.59 | $107.09 |
| Apprentice | Percent | BHR | | | | | | | | | | |
| 1st Year | 45.000000 | $23.85 | $5.00 | $0.00 | $1.45 | $0.00 | $0.00 | $0.10 | $0.00 | $0.00 | $30.40 | $42.33 |
| 2nd Year | 50.000000 | $26.50 | $10.39 | $5.60 | $1.45 | $0.00 | $0.00 | $0.10 | $0.00 | $0.00 | $44.04 | $57.29 |
| 3rd Year | 55.000000 | $29.15 | $10.39 | $5.60 | $1.45 | $0.00 | $0.00 | $0.10 | $0.00 | $0.00 | $46.69 | $61.27 |
| 4th Year | 65.000000 | $34.45 | $10.39 | $5.60 | $1.45 | $0.00 | $5.76 | $0.10 | $0.00 | $0.00 | $57.75 | $74.98 |
| 5th Year | 80.000000 | $42.40 | $10.39 | $5.60 | $1.45 | $0.00 | $7.76 | $0.10 | $0.00 | $0.00 | $67.70 | $88.90 |

## Special Calculation Note

*Other is International Training

## Ratio

1 Journeyman to 1 Apprentice
2 Journeymen to 1 Apprentices thereafter

## Jurisdiction (* denotes special jurisdictional note)

Delaware, Fairfield, Franklin, Hocking, Licking, Madison, Marion, Perry, Pickaway, Ross, Union

## Special Jurisdictional Note

## Details

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# Prevailing Wage Rates - Skilled Crafts

## Details

| Union | Change# | Craft | Effective Date | Posted Date |
|---|---|---|---|---|
| Roofer Local 86 | LCN01-2025ib | Roofer | 09/03/2025 | 09/03/2025 |

## Wage Rates

| | | | Fringe Benefit Payments | | | | | | Irrevocable Fund | | Total PWR | Overtime Rate |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | H&W | Pension | App Tr. | Vac. | Annuity | Other | LECET (*) | MISC (*) | | |
| Classification | BHR | | | | | | | | | | | |
| Roofer | $38.33 | | $8.20 | $7.40 | $0.88 | $0.00 | $0.30 | $0.09 | $0.00 | $0.00 | $55.20 | $74.36 |
| Apprentice | Percent | BHR | | | | | | | | | | |
| 1st Year | 65.000000 | $24.91 | $0.00 | $0.00 | $0.88 | $0.00 | $0.25 | $0.09 | $0.00 | $0.00 | $26.13 | $38.59 |
| 2nd Year | 72.000000 | $27.60 | $8.20 | $1.85 | $0.88 | $0.00 | $0.25 | $0.09 | $0.00 | $0.00 | $38.87 | $52.67 |
| 3rd Year | 80.000000 | $30.66 | $8.20 | $3.33 | $0.88 | $0.00 | $0.25 | $0.09 | $0.00 | $0.00 | $43.41 | $58.74 |
| 4th Year | 88.000000 | $33.73 | $8.20 | $4.81 | $0.88 | $0.00 | $0.25 | $0.09 | $0.00 | $0.00 | $47.96 | $64.83 |

## Special Calculation Note

Other: Education & Research Fund

## Ratio

1 Journeyman to 1 Apprentice

## Jurisdiction (* denotes special jurisdictional note)

Champaign, Delaware, Fairfield, Fayette, Franklin, Hardin, Hocking, Knox, Licking, Logan, Madison, Marion, Morrow, Perry, Pickaway, Pike, Ross, Union, Wyandot

## Special Jurisdictional Note

## Details

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# Prevailing Wage Rates - Skilled Crafts

## Details

| Union | Change# | Craft | Effective Date | Posted Date |
|---|---|---|---|---|
| Sheet Metal Local 24 (Columbus) | LCN01-2025ib | Sheet Metal Worker | 06/11/2025 | 06/11/2025 |

## 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 | $41.10 | | $10.23 | $12.56 | $1.26 | $0.00 | $4.12 | $0.00 | $0.00 | $0.00 | $69.27 | $89.82 |
| **Apprentice** | **Percent** | **BHR** | | | | | | | | | | |
| 1st Year | 57.000000 | $23.43 | $8.42 | $2.19 | $1.05 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $35.09 | $46.80 |
| 2nd Year | 65.000000 | $26.72 | $9.61 | $8.17 | $1.05 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $45.55 | $58.90 |
| 3rd Year | 75.000000 | $30.83 | $9.84 | $9.42 | $1.26 | $0.00 | $3.09 | $0.00 | $0.00 | $0.00 | $54.44 | $69.85 |
| 4th Year | 85.000000 | $34.94 | $9.99 | $10.67 | $1.26 | $0.00 | $3.50 | $0.00 | $0.00 | $0.00 | $60.36 | $77.82 |

## Special Calculation Note

## Ratio

1 Journeyman to 1 Apprentice 2 Journeymen to 2 Apprentices 3 Journeymen to 3 Apprentices 4 Journeymen to 4 Apprentices 5-7 Journeymen to 5 Apprentices 8-10 Journeymen to 6 Apprentices 11-13 Journeyman to 7 Apprentices 14-16 Journeyman to 8 Apprentices 17-19 Journeymen to 9 Apprentices 20-22 Journeymen to 10 Apprentices 23-25 Journeymen to 11 Apprentices 26-28 Journeymen to 12 Apprentices 29-31 Journeymen to 13 Apprentices 32-34 Journeymen to 14 Apprentices 35-37 Journeymen to 15 Apprentices 38-40 Journeymen to 16 Apprentices and so on

## Jurisdiction (* denotes special jurisdictional note)

Adams, Athens, Delaware, Fairfield, Fayette, Franklin, Gallia, Guernsey, Hocking, Jackson, Knox, Lawrence, Licking, Madison, Marion, Meigs, Morgan, Morrow, Muskingum, Noble, Perry, Pickaway, Pike, Ross, Scioto, Union, Vinton

## 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.

# *SECTION 8*
# *APPENDIX*

# Dixon Engineering, Inc.

## Maintenance Inspection
## 1,000,000 Gallon Toropillar
## (4th Street)

## Franklin Public Works Department
## Franklin, Ohio

Inspection Performed: July 26, 2021
Reviewed by Joseph T. Hoban, P.E.: September 26, 2021

**Dixon Engineering Inc.**
1104 Third Ave. Lake Odessa, MI 48849

Phone (616) 374-3221
Fax (616) 374-7116
http://www.dixonengineering.net
dixon@dixonengineering.net

## CONCLUSIONS:

1. The exterior coating is an acrylic system. The coating is in fair condition overall. Coating deterioration includes spot failures to the substrate, topcoat delamination, and rust bleedthrough. There are a few coating failures throughout.

2. The dry interior coating is presumed to be an epoxy system. The coating is in good condition overall. Coating deterioration includes spot failures to the substrate and rust bleedthrough.

3. The wet interior coating is presumed to be an epoxy system. The coating is in good condition overall. Below the high-water level coating deterioration includes spot failures to the substrate and topcoat delamination on the sidewall and access tube. Above the high-water level coating is deteriorating at the welded lap seams.

## RECOMMENDATIONS (GENERAL AND IMMEDIATE WORK):

Annually inspect the roof vent, hatches, and any other health or security items on the structure. The work could be performed by in-house personnel or contracted as part of a regular maintenance program.

Schedule regular cleanings and inspections of the tank by an independent third party once every five years as recommended by AWWA.

1. Verify operation of the aviation lights. If operational, the lights should illuminate shortly after dusk. The work can be performed by in-house personnel from the ground.

2. Install a sump pump in the pit. The work can be performed by in-house personnel.

## RECOMMENDATIONS (IMMEDIATE WORK TO MEET OHIO EPA REQUIREMENTS):

The Ohio EPA may allow some of the required changes to be delayed until the next paint project. These items are listed as immediate work since they are currently out of compliance.

1. Install a handrail on the roof to meet current Ohio EPA requirements. Install a painter's railing on the roof around the new handrail. The estimated cost is $15,000.

2. Modify the overflow pipe discharge so there is an air gap to bring it into compliance with current Ohio EPA requirements. Install a flap gate or duck bill check valve at the discharge and a catch basin. The estimated cost is $15,000.

3. Install a pressure vacuum vent to meet current Ohio EPA requirements. The estimated cost is $6,000.

4. Replace the grated platform in the wet interior with a steel plate platform to meet current Ohio EPA requirements. Install a kickplate on the platform. The estimated cost is $7,000.

## RECOMMENDATIONS (WITH THE NEXT PAINT PROJECT):

Complete the recommended work in one to two years. The repairs and upgrades should be completed during the next major tank rehabilitation project when coating repairs are made.

1. Abrasive blast clean the exterior inside a dust tight containment system and repaint with a urethane system. The estimated cost is $600,000 plus $100,000 for containment.

2. Spot abrasive blast clean the spot coating failures in the dry interior. Spot repaint all prepared surfaces with an epoxy coating system. The estimated cost is $15,000.

3. Install a suspended ring, impressed current cathodic protection system in the wet interior. The estimated cost is $25,000.

4. Coat the foundations to help prevent deterioration. The cost would be incidental to exterior painting.

5. Install rigging couplings on the roof for temporary fall prevention of workers in the wet interior. The cost would be incidental to the next painting project.

6. Relocate all roof antennas to the new roof handrail and remove the existing mounts. The cost would be incidental to roof handrail installation.

7. Remove all antennas and antenna cables prior to abrasive blast cleaning and repainting. The cost is assumed to be the responsibly of the antenna owners.

8. Install rigging couplings on the bowl. The cost would be incidental to the next painting project.

9. Replace the access tube vented roof hatch curb with a solid plate curb. The estimated cost is $3,000.

10. Install a hinged cover over the ladder opening at the top platform. The estimated cost is $4,000.

11. Install a handhold at the access tube roof hatch. The handhold would assist the climber while entering and exiting the opening. The cost would be incidental to the next painting project.

12. Install fall prevention devices on the dry interior and wet interior ladders. The estimated cost is $8,000.

13. Reattach the loose insulation cover on the fill/draw pipe. The cost would be incidental to the next painting project.

## A DISCUSSION ON RESCUE AND RETRIEVAL OPERATIONS FROM ELEVATED STORAGE TANKS

Working on elevated water storage tanks is inherently dangerous. OSHA regulations give guidelines for the climbing on elevated structures. Contractors and Engineers/Consultants are responsible for their own employees, but even with safety training and proper equipment, accidents can occur. Most rescue squads are local or neighboring fire departments, with some departments having more experience than others. Water storage tanks are designed to store water and are not suited for rescue or retrieval convenience. We recommend that you meet with your local rescue personnel and draft a rescue plan. A copy of the plan should be kept at the tank and with the rescue crew.

OSHA does not require 30 inch manways or hatches, but for rescue purposes 30 inch openings would allow enough room for a rescue basket with an injured person on it to pass through. Smaller openings may not be sufficient for retrieval.

Rescue personnel would gain access to the injured person using the existing ladders while attached to fall prevention devices. If possible, the basket would be lowered through the riser and out the opening in the bottom. If needed, the rescue crew would work from the roof inside a handrail. A tripod would be used to attach a winch to the basket. If the basket cannot fit through the riser then it would need to be raised to the roof.

From the roof it is possible to lower the basket over the side to ground level, but that would require a very large winch and increased loading on the attachment point. On a rainy, windy, or snowy day, the objective would be to get rescue personnel off the roof as soon as possible, so lowering through the dry interior is preferred. A helicopter rescue would need to be performed if it is not possible to lower the rescue basket down the dry interior.

Upgrades intended to make a rescue easier are included in this report. Dixon recommends 30 inch manways or hatches where possible, and fall prevention devices on all ladders.

**COST SUMMARY:**

| | |
|---|---|
| Exterior repaint with containment | $700,000 |
| Dry interior partial repaint | 15,000 |
| Cathodic protection system | 25,000 |
| Roof handrail and painter's railing | 15,000 |
| Overflow discharge modification | 15,000 |
| Access tube roof hatch curb | 3,000 |
| Top platform opening cover | 4,000 |
| Pressure vacuum roof vent | 6,000 |
| Fall prevention devices | 8,000 |
| Wet interior platform modification | 7,000 |
| Sub Total | $798,000 |
| Engineering and Contingencies | $120,000 |
| Total | $918,000 |

Notes: Exterior coating is primarily for aesthetics and can be delayed as long as desired since the next paint job cannot be an overcoat. While the appearance will deteriorate the structural integrity should not be impacted.

Exterior repainting will require temporary removal and relocation of the antennas and cables. This cost is not included in these estimates and is assumed to be the responsibility of the antenna owners. Cost is also not included for coordinating with the antenna carriers or for any redesign work needed for antenna mounting or cable routing.

Safety improvements other than the roof handrail and fall prevention devices are optional and can be delayed. Best price for safety improvements would be obtained by including them with the next painting project.

## INSPECTION:

On July 26, 2021, Dixon Engineering Inc. performed a maintenance inspection on the 1,000,000 gallon toropillar (4th Street) elevated water storage tank owned by the Franklin Public Works Department, Ohio. Purposes of the inspection were to evaluate the interior and exterior coating's performance and life expectancy, assess the condition of metal surfaces and appurtenances, review safety and health aspects, and make budgetary recommendations for continued maintenance of the tank. All recommendations with budgeting estimates for repairs are incorporated in this report.

The inspection was performed by Jesse Darnell, Staff Technician. The inspector was assisted by Ryan Szczepaniak, ROV Operator, and Larry Houck, Staff Technician.

The wet interior inspection was completed with a remotely operated vehicle (ROV). Video of the inspection and still photos are included with this report. No cleaning was performed in the wet interior during the ROV inspection.

## GENERAL INFORMATION:

The tank was built in 1975 by Pitt-Des Moines with an estimated height to low-water level of 66 feet.

## CONDITIONS AND RECOMMENDATIONS:

### EXTERIOR COATING CONDITIONS:

A coating sample was taken and sent to Tnemec Paint Company for lab analysis. Lab results indicate that the exterior coating is an acrylic.

The coating is in fair condition overall. The coating is beginning to chalk and fade and there is loss of gloss. Surfaces have faded due to exposure to ultraviolet light which is a normal occurrence for an exterior coating system.

The column and leg coating is in fair condition with numerous failures. Primary method of deterioration is spot failures to the substrate.

The bowl coating is in fair condition with numerous failures. Primary method of deterioration is spot failures to the substrate. The bowl is covered with light mildew growth.

The sidewall coating is in fair condition with a few failures. Primary methods of deterioration are spot failures to the substrate, and rust bleedthrough. There is lettering that states "FRANKLIN OHIO" on the sidewall in two locations.

The roof coating is in poor condition with numerous failures. Primary methods of deterioration are spot failures to the substrate, rust bleedthrough, and delaminated topcoat.

Coating samples were taken during the inspection and tested for heavy metals. The coating tested at 5.9 percent (59,000 ppm) lead by weight and 0.03 percent (300 ppm) chromium by weight. Special considerations will be needed during maintenance to avoid contamination of workers and prevent generation of a hazardous waste.

## EXTERIOR COATING RECOMMENDATIONS:

Budget for total exterior coating removal and repainting in approximately one to two years or when aesthetics dictate. Fading will continue and more rust spots will occur decreasing the tank's aesthetic appearance.

Remove the existing coating by dry abrasive blast cleaning the steel to a commercial (SSPC-SP6) condition and apply a urethane system. All blast work would be performed inside a dust tight containment system using negative air pressure.

Total removal is recommended because the coating failures are extensive and it is not practical to attempt to spot repair all failed areas. Also the tank no longer has proper adhesion.

Since the existing coating contains heavy metals during abrasive blast cleaning procedures the waste generated may be considered hazardous waste and groundwater leachable. In addition, the airborne particulate of spent abrasive and heavy metal bearing coating may be considered a threat to public health, not only to workers, but also to pedestrians, houses, and business owners in the immediate vicinity. Special provisions in project specifications will be necessary to address hazardous waste, worker safety, and environmental concerns.

We recommend the exterior and the dry interior be completed at the same time because the dry interior also has a heavy metal bearing coating. There would be some economy-of-scale to remove all heavy metal bearing coating at the same time. If the dry interior heavy metal content were high enough to trigger OSHA compliance rules, decontamination and air filtration would already be on-site to deal with the exterior.

The coating system would consist of a full prime coat on the bare metal, a full coat of epoxy, and followed by two full coats of urethane. The urethane system offers excellent abrasion resistance with high gloss and sheen retention. The expected life of this system is fifteen years. The system can be overcoated in fifteen years, and a second time approximately fifteen years after the first overcoat, extending the total life of the coating to approximately forty-five years before total removal would be necessary. The tank would be removed from service during the coating project. This is necessary to reduce condensation on the tank's surface. Urethane coatings have a minimum temperature requirement for application and are sensitive to moisture during the curing process. If

moisture is present during the curing process, the appearance will become cloudy with little or no gloss. The estimated cost is $600,000 plus $100,000 for containment.

## DRY INTERIOR COATING CONDITIONS:

The dry interior on this structure is defined as the non-water contact surfaces, consisting of the column and access tube.

The coating is presumed to be an epoxy system based on the appearance. Determining exact coating type is not essential because we do not recommend overcoating in the dry interior.

The coating is in good condition overall.

The coating on the riser and overflow pipe is in good condition with no significant failures.

The column coating is in good condition with only a few failures. Primary methods of deterioration are spot failures to the substrate and rust bleedthrough.

The coating on the topside of the platforms is in good condition with no significant failures.

The bowl coating is in good condition with only a few failures. Primary method of deterioration is rust bleedthrough.

The access tube coating is in good condition with a few failures. Primary methods of deterioration are spot failures to the substrate and rust bleedthrough.

Coating samples were taken during the inspection and tested for heavy metals. The coating tested at 0.41 percent (4,100 ppm) lead by weight and 0.26 percent (2,600 ppm) chromium by weight. Special considerations will be needed during maintenance to avoid contamination of workers and prevent generation of a hazardous waste.

## DRY INTERIOR COATING RECOMMENDATIONS:

Spot abrasive blast clean the dry interior to a commercial (SSPC-SP6) condition including the areas of failed coating. The prepared surfaces would be coated with an epoxy system. The work should be performed with an exterior painting project. The estimated cost is $15,000.

## WET INTERIOR COATING CONDITIONS:

The coating is presumed to be an epoxy system based on the color and condition. Determining exact coating type is not essential because spot repair is not typically recommended and overcoating in the wet interior is never recommended.

The roof coating is in fair condition with a few failures. Primary method of deterioration is rust bleedthrough. There are minor coating failures on the roof panels but most of deterioration is along the welded lap seams.

The sidewall coating is in good condition with a few failures. Primary methods of deterioration are spot failures to the substrate and delaminated topcoat. There is no significant coating damage at the high-water level which would be the area most affected by ice movement.

The access tube coating is in good condition with no significant failures. There is no significant damage at the high-water level.

The coating on the bowl is in good condition with no significant failures. The bowl was covered with approximately 1-2 inches of sediment that limited the amount of surface visible with the ROV.

The surfaces below the normal operating water level are covered with mineral staining which does not affect the integrity of the coating system.

## WET INTERIOR COATING RECOMMENDATIONS:

The existing coating system has not deteriorated to the point where replacement is warranted assuming a cathodic protection system is installed. A cathodic protection system would adequately protect all areas below the high-water level where the coating has deteriorated. Reinspect in five years to update conditions and recommendations.

## CATHODIC PROTECTION CONDITIONS:

There is no cathodic protection system in the wet interior. The tank does not have attachment clips or a pressure fitting installed for a future cathodic protection installation.

## CATHODIC PROTECTION RECOMMENDATIONS:

Install an impressed current cathodic protection system with the next paint project. The system is designed with a horizontal ring configuration suspended into the lower one third of the tank and connected to the arms off the access tube with a separate anode routed through the riser. This design is considered ice-free as formation of ice normally occurs at the high-water level and some along the sidewall. If the tank is operated in the upper half of its capacity, the probability of ice damage is very low. The anode used is a platinized niobium or titanium wire with a design life of approximately ten years. The system also incorporates copper/copper sulfate reference anodes.

The system is automatically controlled by monitoring the water-to-tank potential. It provides protection to the exposed steel surfaces. Cathodic protection operates by inhibiting galvanic cell corrosion where steel is exposed. The system creates an

equipotential across the tank and drives the tank potential down to a point (-850 millivolts) where corrosion is essentially nonexistent. Only surfaces that are in contact with water are protected because water acts as the electrolyte for the circuit. Therefore, areas of the roof and upper sidewall are not protected by the system. The estimated cost is $25,000.

**PIT PIPING CONDITIONS:**

There is a pit adjacent to the tank that contains piping. The pit has a metal cover that is in good condition. The pit is completely full of water.

**PIT PIPING RECOMMENDATIONS:**

Install a sump pump to keep the pit dry. The work can be performed by in-house personnel.

**FOUNDATION AND ANCHOR BOLT CONDITIONS:**

The exposed concrete foundations are in good condition. There is minor deterioration with some chipping, spalls, and exposed aggregate from weathering. The foundations are not coated.

There are anchor bolts evenly spaced around the column and anchor bolts on each leg. The anchor bolts are in good condition with no deterioration of the nuts or bolts.

**FOUNDATION AND ANCHOR BOLT RECOMMENDATIONS:**

Coat the exposed concrete with an epoxy coating system to help prevent further deterioration. The cost would be incidental to exterior painting.

**GROUT CONDITIONS:**

The grout between the baseplate and the foundation is in good condition on the column and in good condition on the legs with none damaged or missing.

**ROOF HANDRAIL, PAINTER'S RAILING, AND ROOF RIGGING CONDITIONS:**

The tank does not have a roof handrail or a painter's railing.

There are no roof rigging couplings for safety and staging lines during wet interior coating work.

## ROOF HANDRAIL, PAINTER'S RAILING, AND ROOF RIGGING RECOMMENDATIONS:

Install an OSHA compliant railing on the roof to meet current Ohio EPA requirements. The railing would allow tie off locations during routine vent screen inspections, aviation light inspections, and would provide a safe work area for retrieval personnel performing a roof extraction. Install a painter's railing outside the railing. The estimated cost is $15,000.

Install rigging couplings on the roof under the new painter's railing for fall prevention of workers in the wet interior. The couplings would allow a contractor working in the wet interior to be tied off to a fall prevention device at all times. The cost would be incidental to the next painting project.

## LIGHTING CONDITIONS:

The tank has a double aviation light on the roof that appears to be in good condition. There is a photocell that will switch the lights on when it is dark outside. It could not be determined if the lights are operational. The photocell was covered by the inspector, but the light did not turn on. Sometimes the photocell will not switch the light on until it has been dark for several minutes.

## LIGHTING RECOMMENDATIONS:

Verify operation of the aviation lights. If operational, the lights should illuminate shortly after dusk. The work can be performed by in-house personnel from the ground.

## ANTENNA CONDITIONS:

There are three roof antennas and miscellaneous antenna equipment attached to free-standing mounting poles. The antenna cable routing is in good condition and does not interfere with climbing or tank operations.

## ANTENNA RECOMMENDATIONS:

Relocate all roof antennas to the new roof handrail and remove the existing mounts. The cost would be incidental to roof handrail installation.

All antennas and cables will need to be removed from the tank during the next repainting project. While the equipment is off the tank, proper cable routing and securing of the equipment should be designed, and all welding and coating performed prior to antenna reinstallation. Costs will vary depending on the lease you have with the carriers.

## TIE ROD/BOWL SAFETY CONDITIONS:

There are column tie rods that extend from each leg to the column. The rods are bolted to welded lugs on the column. The rods help keep the legs and column in alignment. The column tie rods are in good condition.

There are not enough rigging couplings under the bowl for safety line attachments during exterior coating.

## TIE ROD/BOWL SAFETY RECOMMENDATIONS:

Install rigging couplings on the bowl halfway between each leg and the column. The couplings would be used by contractors for rigging safety lines. Currently the contractor does not have a separate independent tie off location for safety lines. Without additional attachment points the rigging and safety lines would be tied to the same location. The cost would be incidental to the next painting project.

## OVERFLOW PIPE CONDITIONS:

The overflow pipe extends along the access tube in the wet interior and down through the dry column. The pipe routes through the ground and discharges down the hill. There are bars over the pipe discharge.

## OVERFLOW PIPE RECOMMENDATIONS:

Modify the overflow pipe discharge to bring it into compliance with current Ohio EPA requirements. The discharge must be in a downward position, have a 12-24 inch air gap, and must have a 24 mesh screen. Install a duck bill check valve or flap gate at the discharge with a catch basin with a drain. The flap gate would allow water to discharge even if the screen becomes covered with debris or frosted over. The gate is designed to stay closed to prevent rodents or birds from entering the pipe. The duck bill check valve would allow water out but prevent debris from clogging the discharge. Install a catch basin at the discharge. The estimated cost is $15,000.

## HATCH AND MANWAY CONDITIONS:

There is a 36 inch diameter roof hatch to the dry interior that is in good condition. The hinged cover is in good condition. There is no handhold next to the hatch to aid the climber while entering and exiting the opening. The hatch was not secured.

There is a 20 inch diameter manway in the riser to the wet interior that is in good condition. There is a 24 inch diameter manway in the bowl to the wet interior that is in good condition. The manway gaskets showed no signs of leakage and the bolts are in good condition. There is a ladder to the manway that is in good condition. The ladder is equipped with a fall prevention device.

There is a service door in the column that is in good condition. The door operated properly during the inspection.

There is a painter's hatch (bird hatch) at the top of the column that is in good condition. There is a safety handhold above the hatch.

The top platform ladder opening is 27 x 26 inch tombstone shaped. The opening is not equipped with a hinged cover. There is a safety handhold next to the opening.

There is a top platform with a handrail. There is an opening in the railing at the ladder.

The intermediate platform ladder openings are 27 x 26 inch tombstone shaped. The openings are not equipped with hinged covers. There are safety handhold next to the openings.

There is a rigging attachment point on the bowl for rescue retrieval line attachment.

## HATCH AND MANWAY RECOMMENDATIONS:

Replace the access tube roof vented hatch curb with a solid plate curb. The estimated cost is $3,000.

Install a hinged cover over the ladder opening at the top platform. The estimated cost is $4,000.

Install a handhold at the access tube roof hatch. The handhold would assist the climber while entering and exiting the opening. The cost would be incidental to the next painting project.

## VENT CONDITIONS:

The roof vents through the access tube hatch curb. The vent is a flow through design that is in good condition. The screen is in good condition. The screen mesh size is larger than the recommended 24 mesh. This is a possible entry point for insects, though none were observed inside the tank.

## VENT RECOMMENDATIONS:

Install a screened pressure vacuum vent to meet current Ohio EPA requirements. The new vent would have a movable plate that would allow air to flow in and out of the tank even if the screens become plugged or frosted over. The vent would have a rain shield to prevent rainwater from entering the storage tank during high winds. The estimated cost is $6,000.

## LADDER CONDITIONS:

The dry interior ladders are located in the column and access tube. The ladders are in good condition. The ladders meet current OSHA requirements. The ladders are not equipped with fall prevention devices.

There is a wet interior ladder from the catwalk to the bowl that appears to be in good condition. The ladder is equipped with a fall prevention device.

## LADDER RECOMMENDATIONS:

Install a fall prevention device on the dry interior and wet interior ladders. The estimated cost is $8,000.

## FILL/DRAW PIPE CONDITIONS:

The tank fills and draws from a single pipe. The fill/draw pipe extends from the top of the riser, penetrates through the bottom of the bowl, and extends approximately 6 inches into the wet interior. There is a deflector bar over top of the pipe in the wet interior.

There is a sample tap on the fill/draw pipe located in the column. The tap has a smooth end and faces downward.

## INSULATION CONDITIONS:

The fill/draw pipe is covered with rigid foam insulation from the top of the riser to the bowl. The insulation is covered with paper at the top of the riser. The cover is in fair condition. Some sections of insulation have come loose.

## INSULATION RECOMMENDATIONS:

Reattach the loose insulation cover on the fill/draw pipe. The cost would be incidental to the next painting project.

## SIPHON PIPE CONDITIONS:

There is a siphon pipe in the wet interior that is intended to drain the torus bowl. It could not be determined if the siphon pipe is operating properly.

## WET INTERIOR METAL CONDITIONS:

The steel structure is in good condition overall. No active pitting was observed at the coating failures on the roof, sidewall, and access tube.

The interior roof is supported by radial stiffeners that are in good condition with minor corrosion at the edges.

There are horizontal stiffeners located at the equator and vertical stiffeners at each leg connection. The stiffeners are in good condition.

There is a platform located in the wet interior around the access tube. The platform is in good condition with minor corrosion. The platform has a grated floor.

## WET INTERIOR METAL RECOMMENDATIONS:

Monitor the corrosion on the edges of the stiffeners. Repaint the roof before metal loss becomes significant.

Replace the grated platform in the wet interior with a steel plate platform to meet current Ohio EPA requirements. Install a kickplate on the platform. The estimated cost is $7,000.

# ANALYTICAL LABORATORY REPORT

Tuesday, August 17, 2021 

**CUSTOMER:** Dixon Engineering
1104 3rd Ave.
Lake Odessa, MI 48849

**DATE RECEIVED:** Friday, August 6, 2021
**PO/PROJECT #:**
**SUBMITTAL #:** 2021-08-06-002

## LAB NUMBER: AD15099

**Sampled By:** Jesse Doinell
**Job Location:** Franklin Public Works Dep., OH, IMMG Toroellipse (4th St.)
**Sample Identification:** 1 Ext. Riser: Franklin Public Works Dep., OH, IMMG Toro (Ext. Riser)

**Date Sampled:** 7/27/21
**Sample Description:** Paint Chips

**Preparation Method:** EPA 3050B-P-M (Acid Digestion for Paints)
**Analysis Method:** EPA 6010C-M (ICP-AES Method for Determination of Metals)
**Date Analyzed:** Wednesday, August 11, 2021

| ELEMENT | RESULT (by dry weight) | REPORTING LIMIT (RL) |
|---|---|---|
| Chromium | 0.030 % | 0.0013 % |
| Lead | 5.9 % | 0.0025 % |

## LAB NUMBER: AD15100

**Sampled By:** Jesse Doinell
**Job Location:** Franklin Public Works Dep., OH, IMMG Toroellipse (4th St.)
**Sample Identification:** 2 Dry Int. Riser: Franklin Public Works Dep., OH, IMMG Toro (Dry Riser)

**Date Sampled:** 7/27/21
**Sample Description:** Paint Chips

**Preparation Method:** EPA 3050B-P-M (Acid Digestion for Paints)
**Analysis Method:** EPA 6010C-M (ICP-AES Method for Determination of Metals)
**Date Analyzed:** Wednesday, August 11, 2021

| ELEMENT | RESULT (by dry weight) | REPORTING LIMIT (RL) |
|---|---|---|
| Chromium | 0.026 % | 0.0013 % |
| Lead | 0.41 % | 0.0025 % |

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This report shall not be reproduced except in full, without written approval of GPI Laboratories, Inc..

# DIXON ENGINEERING, INC.

## STEEL TANK FIELD INSPECTION REPORT

## LEGGED TANK

DATE: **July 26, 2021**

OWNER: **Franklin Public Work Department**
CLIENT CODE: **35-83-02-02**
TANK NAME: **4th St.**
LOCATION: Address: **306 E. 4th Street**
City: **Franklin**
State: **Ohio**
TANK SIZE: Capacity: **1,000,000 gallons**
Tank diameter: **83 feet** (measured)
Bottom (LWL): **66 feet** (count rungs)
CONSTRUCTION: **Welded**
Type: **Toropillar**
YEAR CONSTRUCTED: **1975**
MANUFACTURER: **Pitt-Des Moines**
CONTRACT NUMBER: **12036**
USE: **Potable water and fire protection**
Coating information below is from: **Exterior coating sample taken for type**

| COATING HISTORY | EXTERIOR | WET INTERIOR | DRY INTERIOR |
|---|---|---|---|
| YEAR COATED | **Unknown** | **Unknown** | **Unknown** |
| CONTRACTOR | **Unknown** | **Unknown** | **Unknown** |
| SYSTEM | **Acrylic** | **Presumed Epoxy** | **Presumed Epoxy** |
| SURFACE PREPARATION | **Unknown** | **Unknown** | **Unknown** |
| HEAVY METAL COATING SAMPLES | **Yes** | **No** | **Yes** |
| HEAVY METAL BEARING | **Yes 5.9% lead 0.030% chrome** | **Unknown** | **Yes 0.41% lead 0.026% chrome** |

PERSONNEL: Lead inspector **Jesse Darnell**
Crew member **Larry Houck**, ROV operator **Ryan Szczepaniak**
METHOD OF INSPECTION: **ROV**

**SITE CONDITIONS**

Fenced: **Yes**
Site large enough for contractor's equipment: **Yes**
Control building: **No**
Antenna control site: **No**
Power lines within 50 feet: **Yes (estimated distance 0 feet)**
Are power lines attached to the structure: **Yes**
Would power lines interfere with containment: **Yes**
Site drainage: **Away from tank**
Indications of underground leakage: **No**
Shrub, tree, etc. encroachment: **No**

**EXPOSED PIPING**

Location: **Adjacent to tank (in pit)**
Condition of structure: **Good**
Structure is: **Wet**
Piping comments: **Pit is completely filled with water**

**FOUNDATION**

**Riser:**

Foundation exposed: **Yes**
Exposed height: **5-9 inches**
Exposed foundation condition: **Good**
Damage or deterioration: **Yes**
Type of damage: **Spalls/chips**
Severity: **Minor**
Crack location: **Random**
Total spall area: **1 sq. foot (0 sq. feet need repair)**
Foundation coated: **No**
Type of baseplate gap filler: **Grout**
Condition: **Good**
Amount missing: **0 feet**
Undermining of foundation: **No**

**Legs:**

Foundations exposed: **Yes**
Exposed height: **3-11 inches**
Exposed foundation condition: **Good**
Damage or deterioration: **Yes**
Type of damage: **Spalls/chips and exposed aggregate**
Severity: **Minor**

**FOUNDATION**

Crack location: **Random**
Total spall area: **1 sq. foot (0 sq. feet need repair)**
Foundation coated: **No**
Type of baseplate gap filler: **Grout**
Condition: **Good**
Amount missing: **0 feet**
Undermining of foundation: **No**

**EXTERIOR COATING**

**Legs:**

Number: **9**
Type: **Tubular**
Dimensions: **48 inches**
Topcoat condition: **Good**
Previous coat/system condition: **Good**
Describe coating: **Spot coating failures to substrate**
Dry film thickness: **14-21 mils**
Adhesion: **0A**
Metal condition: **Good**
Leg comments: **20-25 spot coating failures that are 1 to 3 inch diameter on each leg**

**Column:**

Type: **Dry**
Diameter: **30 feet**
Topcoat condition: **Good**
Previous coat/system condition: **Good**
Describe coating: **Spot coating failures to substrate**
Mildew growth: **No**
Dry film thickness: **12-19 mils**
Adhesion: **4A**
Metal condition: **Good**
Bottom shell steel thickness: **0.308 inches**
Riser comments: **75-100 spot coating failures that are ½ inch diameter**

**Bowl:**

Topcoat condition: **Fair**
Previous coat/system condition: **Fair**
Describe coating: **Spot coating failures to substrate**
Mildew growth: **Yes**

**EXTERIOR COATING**

Metal condition: **Good**

Bowl comments: **75 plus spot coating failures that are 1-3 inch diameter**

**Sidewall:**

Lettering: **Yes**

Number: **2**

Lettering content: **FRANKLIN OHIO**

Logo: **No**

Topcoat condition: **Fair**

Previous coat/system condition: **Fair**

Describe coating: **Spot coating failures to substrate, rust bleedthrough**

Metal condition: **Good**

Sidewall comments: **Large dark spot over the lettering, spot coating failures throughout**

**Roof:**

Topcoat condition: **Poor**

Previous coat/system condition: **Fair**

Describe coating: **Fading, delaminating, spot coating failures to substrate, rust bleedthrough**

Dry film thickness: **14 -24 mils**

Adhesion: **1A**

Metal condition: **Good**

Roof comments: **100 plus spot coating failures. Rust bleedthrough and delaminating on approximately 15%**

**EXTERIOR APPURTENANCES**

**Anchor Bolts:**

Number of bolts per leg: **6**

Diameter: **1⅜ inches**

Metal condition: **Good**

Number of riser bolts: **25**

Diameter: **1⅜ inches**

Metal condition: **Good**

**Overflow Pipe:**

Metal condition: **Good**

Discharge orientation: **Horizontal**

Screen condition: **None present**

Flap gate/duck bill check valve: **No**

## EXTERIOR APPURTENANCES

Air gap: **No**
Overflow discharges to: **Routes underground**
Condition: **Good**
Overflow comments: **Overflows into the woods via large horizontal pipe that has bars over it**

**Sample Tap:**
Location: **On riser**
Pipe diameter greater than ¼ inch: **Yes**
12 inches or more above the ground: **Yes**
Down turned: **Yes**
Smooth end: **Yes**
In heated box/room: **No**
Condition: **Good**

**Threaded Coupling (for chemical feed on the fill/draw pipe):**
**N/A**

**Rods:**
Riser tie rod metal condition: **Good**
Connection to riser: **Welded lugs**

**Bowl Rigging Couplings:**
Number: **1**

**Antennas:**
Roof number: **3**
Attached to: **Free-standing pole**
Antenna or cable interference: **No**

**Roof Handrail:**
**N/A**

**Painter's Rail:**
**N/A**

**Roof Rigging Points:**
**N/A**

## EXTERIOR APPURTENANCES

**Removable Cathodic Covers:**

N/A

**Dry Interior Roof Hatch:**

Neck size: **36 inches**
Shape: **Round**
Handhold at opening: **No**
Hatch security: **None**
Metal condition: **Good**
Hatch comments: **Curb of hatch is vent for the tank with 8 mesh screen**

**Bolted Ventilation Hatch:**

N/A

**Roof Vent:**

**N/A – vented through the roof hatch curb and opening in the top of the access tube in the dry interior**

**Aviation Lights:**

Design: **Double red**
Location: **Free-standing mount**
Functioning: **Unknown**
Globe condition: **Good**
Photoelectric cell: **Yes**
Location: **Roof**

**Electrical Components:**

Electrical conduit condition: **Good**
Exposed wiring: **No**

## DRY INTERIOR COATING

**Riser:**

Diameter: **48 inches**
Coating condition: **Good**
Describe coating: **Spot coating failures to substrate, rust bleedthrough**
Dry film thickness: **12.6-13.2 mils**
Metal condition: **Good**
Floor material: **Sand**
Coating condition: **N/A**
Riser comments: **25+ spot coating failures and rust bleedthrough**

**DRY INTERIOR COATING**

**Intermediate Platforms:**

Number: **3**
Platform design: **Partial**
Material: **Steel plate**
Coating condition: **Good**
Describe coating: **No significant coating deterioration**
Metal condition: **Good**
Ladder opening size: **27 x 26 inches**
Shape: **Tombstone**
Opening covered: **No**
Handhold at opening: **Yes**

**Top Platform:**

Platform design: **Catwalk**
Material: **Grating**
Coating condition: **Good**
Describe coating: **No significant coating deterioration**
Metal condition: **Good**
Ladder opening size: **27 x 26 inches**
Shape: **Tombstone**
Opening covered: **No**
Handhold at opening: **Yes**
Handrail at platform
Height: **41.5 inches**
Midrail height: **23 inches**

**Bowl:**

Coating condition: **Good**
Describe coating: **Rust bleedthrough**
Metal condition: **Good**
Rigging lug above opening: **Yes**
Bowl comments: **Small areas of rust bleedthrough**

**Access Tube:**

Diameter: **48 inches**
Topcoat condition: **Good**
Prime coat condition: **Good**
Describe coating: **Spot coating failures to substrate, rust bleedthrough**
Dry film thickness: **7.4-9.9 mils**
Metal condition: **Good**

## DRY INTERIOR APPURTENANCES

**Electrical Components:**

Lights functioning: **Yes**

Missing covers (globes and cages): **No**

Additional lights needed: **No**

Electrical outlet/conduit condition: **Good**

Used during inspection: **No**

**Fill/Draw Pipe Insulation:**

Insulation cover: **Yes**

Type: **Paper**

Condition: **Fair**

Seams loose: **Yes**

Insulation comments: **Only a short section of pipe from the top of the riser to the bowl**

**Column Ladders:**

Toe clearance: **7 inches or greater**

Width of rungs: **16+ inches**

Thickness of rungs: **¾ inch**

Shape of rungs: **Round**

Metal condition: **Good**

Fall prevention device: **No**

Cage: **No**

**Painter's (bird) Hatch:**

Handhold at the hatch: **Yes**

Metal condition: **Good**

Hatch security: **None**

**Manway to Wet Interior:**

Size: **24 inches**

Location: **In bowl**

Metal condition: **Good**

**Manway Ladder:**

Metal condition: **Good**

Fall prevention device: **No**

## DRY INTERIOR APPURTENANCES

**Mud Valve:**

N/A

**Access Tube Ladder:**

Toe clearance: **7 inches or greater**
Width of rungs: **16+ inches**
Thickness of rungs: **¾ inch**
Shape of rungs: **Round**
Metal condition: **Good**
Fall prevention device: **No**

**Wet Interior Doorway (located in the top of the access tube):**

Opening size: **4 x 2 feet**
Shape: **Tombstone**
Metal condition: **Good**
Doorway comments: **Opening is to the platform in the wet interior**

## WET INTERIOR COATING

**Roof:**

Topcoat condition: **Good**
Primer coating condition: **Good**
Describe coating: **Rust bleedthrough**
Metal condition: **Good**
Lap seams: **Welded**
Condition of lap seams: **Good**
Roof comments: **Spot coating failures at seams**

**Sidewall:**

Topcoat condition: **Good**
Primer coating condition: **Good**
Describe coating: **Delaminating, spot coating failures to substrate**
Mineral deposits: **Moderate**
Metal condition: **Good**
Active pitting: **No**
Previous pitting: **No**
Sidewall comments: **Around 100 areas of topcoat delamination and spot coating failures around the high-water level**

## WET INTERIOR COATING

**Access Tube:**

Topcoat condition: **Good**
Primer coating condition: **Good**
Describe coating: **No significant coating deterioration**
Mineral deposits: **Light**
Metal condition: **Good**
Active pitting: **No**
Previous pitting: **No**

**Tank Bottom:**

**Completely covered in sediment, not fully inspected with the ROV**
Type: **Bowl**
Topcoat condition: **Good**
Primer coating condition: **Good**
Describe coating: **No significant coating deterioration**
Mineral deposits: **Heavy**
Metal condition: **Good**
Active pitting: **No**
Previous pitting: **No**
Sediment depth: **1-2 inches**

## WET INTERIOR APPURTENANCES

**Ladder:**

Location: **Along access tube**
Shape of rungs: **Rebar**
Shape of side rails: **Flat**
Metal condition: **Good**
Fall prevention device: **No**
Function properly: **Unknown, not used during the inspection**
Ladder comments: **Ladder was connected to riser and the platform**

**Cathodic Protection:**

**N/A**

**Roof Stiffeners:**

Radial:
Number: **30**
Dimensions: **4 x 3 inches**
Shape: **Angle**

**WET INTERIOR APPURTENANCES**

Connections: **Welded**

Ring Stiffener:

Number: **1**

Shape: **Channel**

Connections: **Welded**

Coating condition: **Fair**

Metal condition: **Good**

**Sidewall Stiffeners:**

Horizontal number: **5**

Location: **Knuckle, top of sidewall, equator**

Vertical stiffeners: **Yes (# 9)**

Coating condition: **Good**

Metal condition: **Good**

**Interior Platform:**

Size: **36 inches**

Railing height: **42 inches**

Midrail height: **23 inches**

Kick plate: **No**

Floor material: **Grate**

Coating condition: **Fair**

Metal condition: **Good**

**Overflow Pipe Inlet:**

Type: **Weir box**

Metal condition: **Good**

**Fill Pipe:**

Diameter: **12 inches (estimated)**

Height above riser bowl: **6 inches (estimated)**

Deflector over end: **Yes**

Type: **Bar**

Metal condition: **Good**

**Separate Draw Pipe:**

**N/A**

**Mixer:**

**N/A**

## WET INTERIOR APPURTENANCES

**Siphon:**

Number: **1**
Diameter: **3 inches (estimated)**
Functioning: **Unknown**
Metal condition: **Good**

Field Inspection Report is prepared from the contractor's viewpoint. It contains information the contractor needs to prepare his bid for any repair or recoating. The engineer uses it to prepare the engineering report. Cost estimates are more accurate if the contractor's problems can be anticipated. While prepared from the contractor's viewpoint, the only intended beneficiary is the owner. These reports are completed with diligence, but the accuracy is not guaranteed. The contractor is still advised to visit the site.

1,000,000 gallon toropillar (4th Street) elevated water storage tank located in Franklin, Ohio and owned by Franklin Public Works Department.

1) The exposed foundation is in good condition overall. The foundation is not coated.

2) Same.

3) Typical riser anchor bolt that is in good condition.

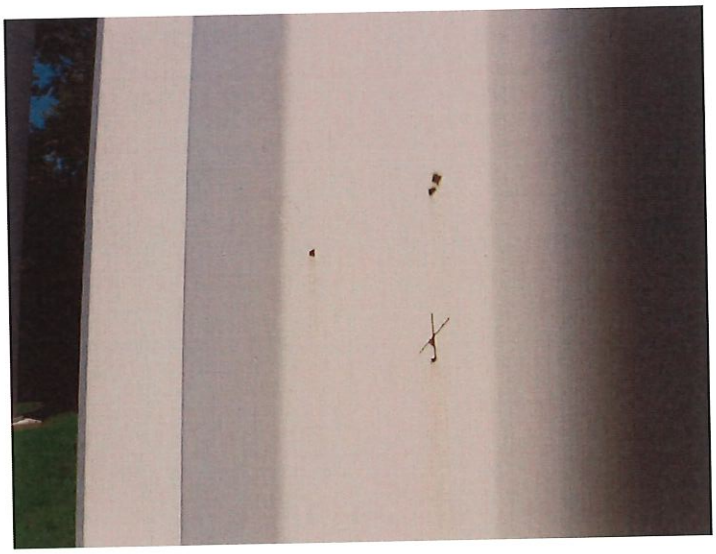
4) There are small spot coating failures on the baseplate and anchor bolts.

5) Same.

6) The column service door is in good condition.

7) Spot coating failures on the riser.

8) Same.



9) The column coating is in fair condition overall.

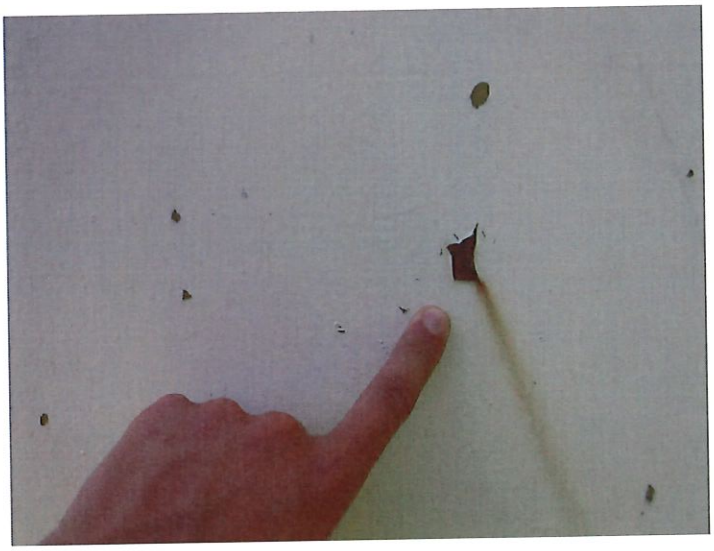
10) The exposed leg foundations are in good condition overall.

11) Same.

12) Spot coating failures on a leg baseplate.

13) Spot coating failures with rust undercutting on a leg.

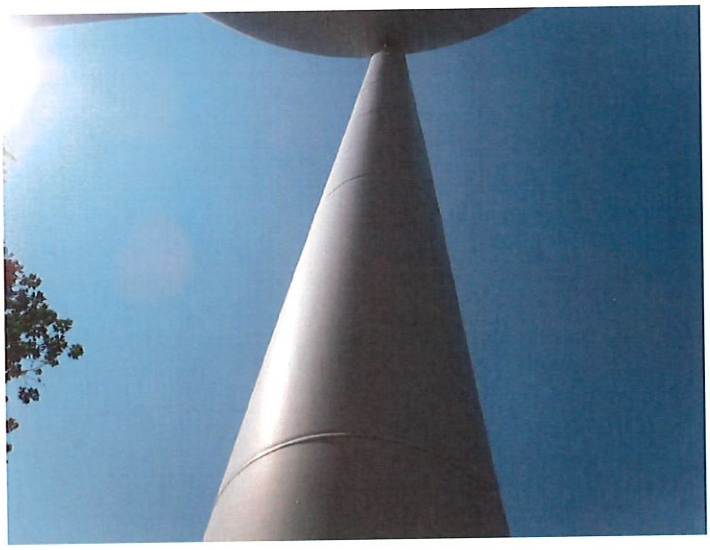
14) Same.



15) Same.

16) The leg coating is in good condition overall.

17) Same.



18) Same.

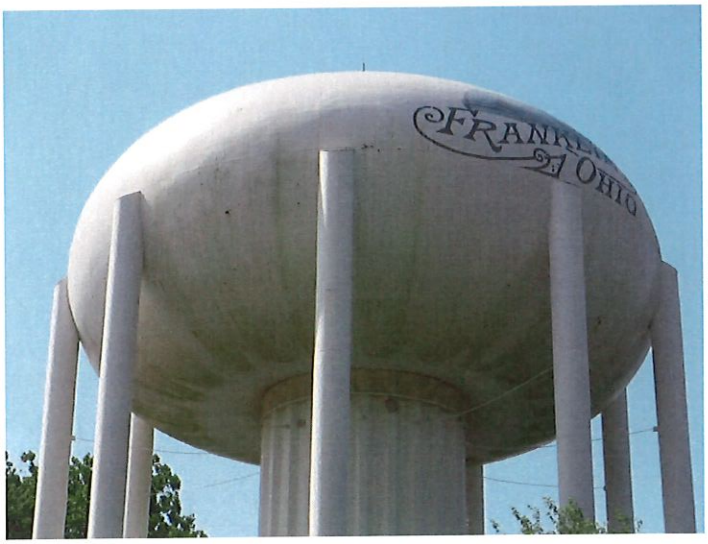
19) There are tree limbs encroaching on the tank legs.

20) Same.

21) The bowl coating is in fair condition overall with spot coating failures to the substrate and delamination.

22) Same.

23) There is mildew growth on the bowl.




24) The sidewall coating and lettering are in fair condition.

25) The dry interior roof hatch is in good condition. The hatch neck acts as the tank ventilation. The screen is in good condition but is oversized.

26) The double red aviation light appears to be in good condition.

27) Antenna tripod on the roof with rust staining.

28) Spot coating failures on the roof at a welded cap.

29) The roof coating is in poor condition overall with numerous failures.

30) Same.

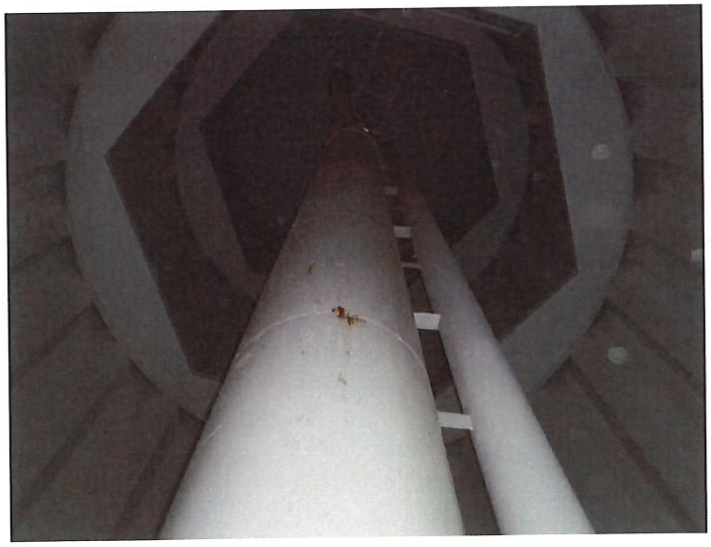
31) The wet riser foundation is in good condition overall.

32) Same.

33) Spot coating failures on the wet riser.

34) The sample tap appears to be in good condition.

35) The wet riser manway is in good condition.



36) The wet riser and overflow pipe coating is in fair condition overall.

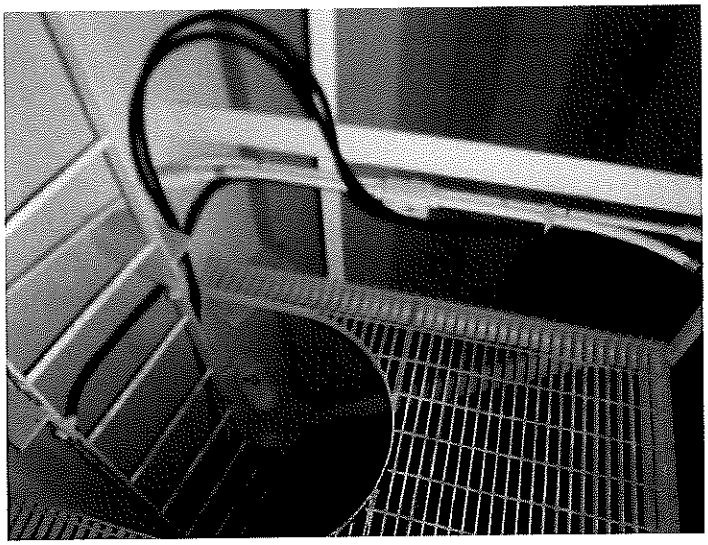
37) Spot coating failures on the column baseplate. The anchor bolts are in good condition overall.

38) Topcoat delamination on the dry interior column.

39) The column ladders are in good condition. The ladders are not equipped with fall prevention devices.

40) Typical platform ladder opening that is in good condition.

41) The platforms and handrails are in good condition.

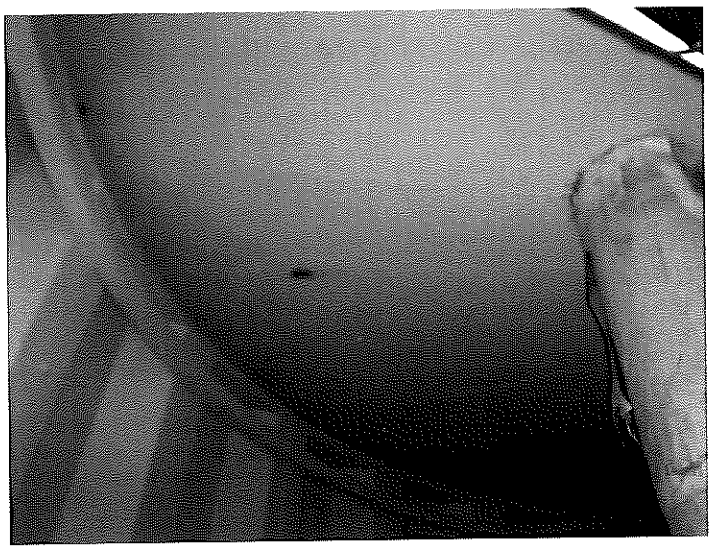


42) The top platform ladder opining is in good condition but does not have a hinged cover.

43) The grated catwalk floor is in good condition.

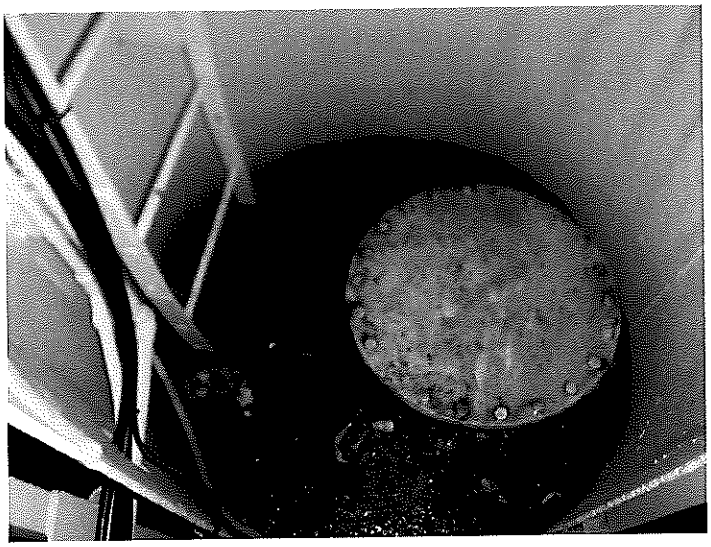
44) The insulation on the fill/ draw pipe below the bowl is in fair condition with sections of tape that are loose.

45) The painter's hatch and access ladder are in good condition.



46) The bowl coating is in good condition overall.

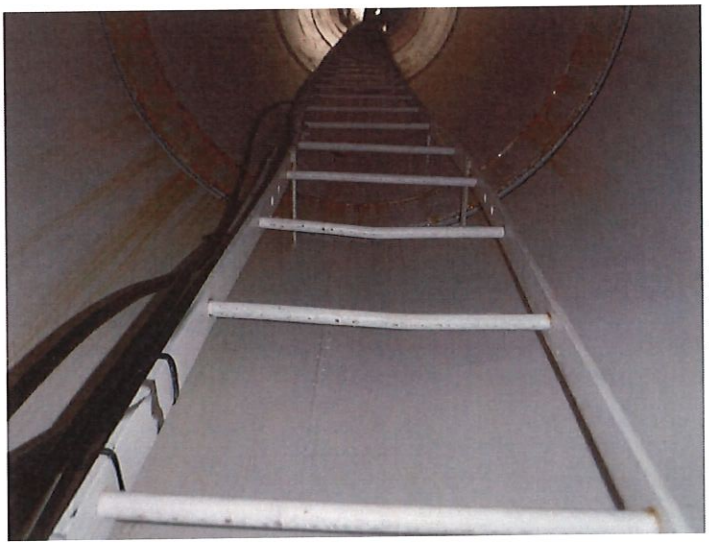
47) The bowl manway and access ladder are in good condition.



48) Coating failures on the access tube floor.

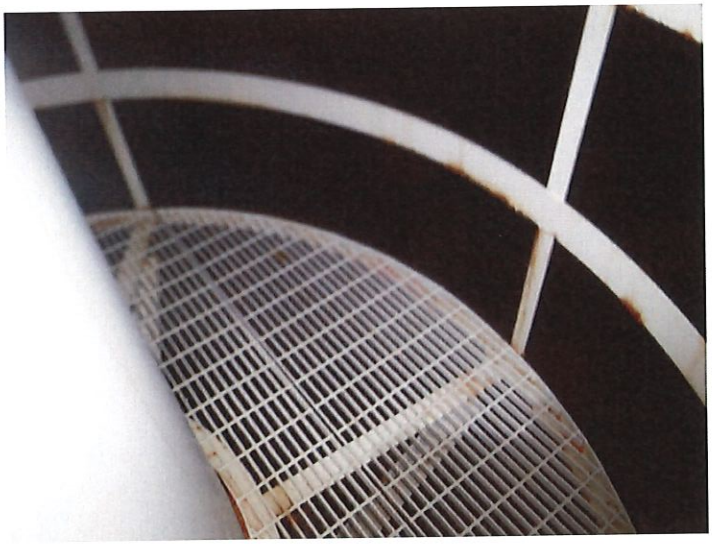
49) Spot coating failures and rust bleedthrough on the access tube lap seams.

50) Same.



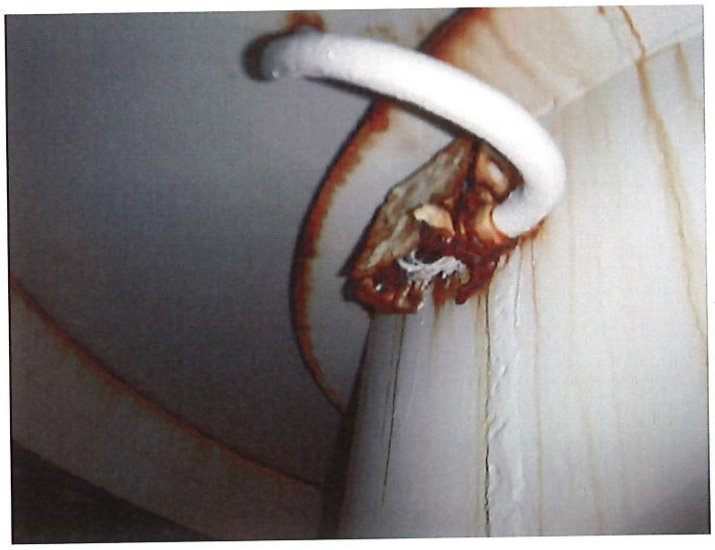
51) The access tube ladder is in good condition. The ladder is not equipped with a fall prevention device.

52) The grated platform at the top of the access tube is in good condition.



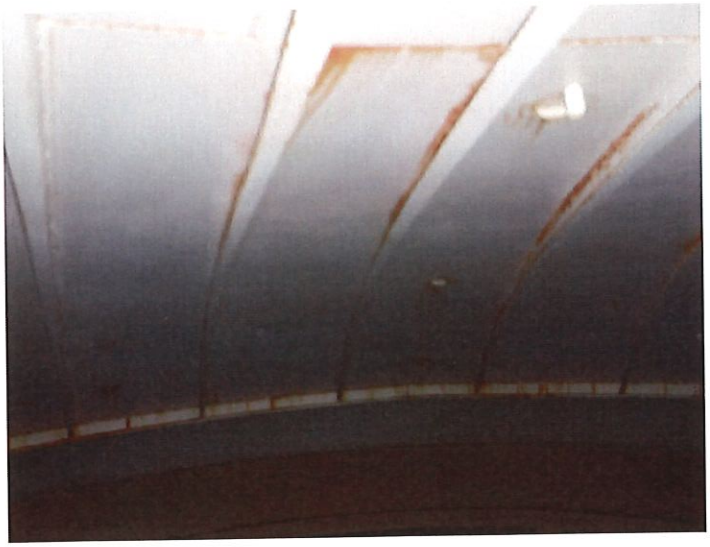
53) The wet interior platform is in good condition but has a grated floor.

54) Spot coating failures on the platform handrail.



55) Rust bleedthrough and coating failures on the access tube and conduit junction box.

56) The wet interior roof coating is in good condition overall with rust bleedthrough.

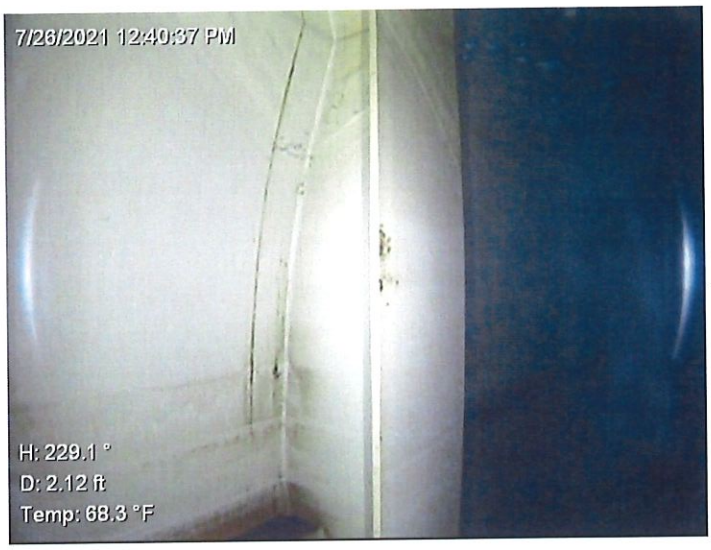


57) Same.

58) Topcoat delamination on the upper sidewall.

59) Sidewall section that is in good condition overall.

60) Same.




61) Typical sidewall stiffener with spot coating failures.

62) Moderate build-up on the sidewall.

63) Spot coating failures on the access tube.

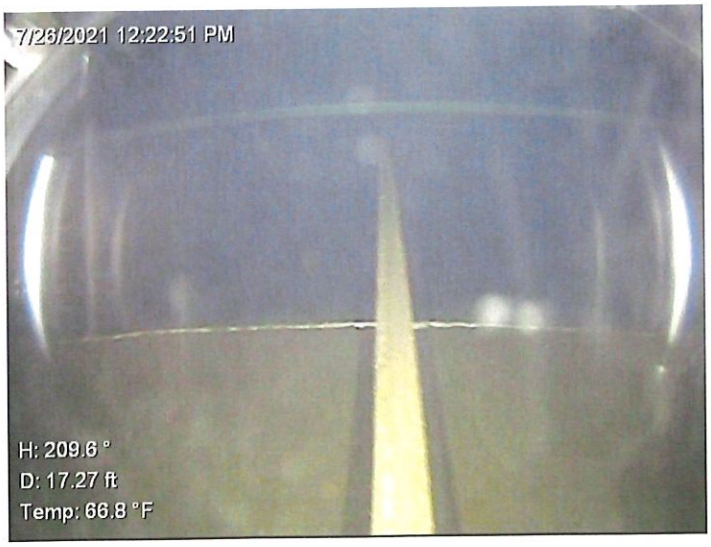
64) Typical access tube and overflow pipe sections that are in good condition.

65) The wet interior ladder appears to be in good condition. The ladder is not equipped with a fall prevention device.

66) The bowl is covered with sediment that limited the visible surface with the ROV.

67) Same.

68) The siphon pipe appears to be in good condition.




69) Same.

70) Drain plug and handle that appear to be in good condition.

71) The wet interior manway cover is in good condition.

72) The fill/draw pipe is in good condition and has a deflector at the top.

73) The metal pit cover is in good condition.

74) The pit is completely filled with water.

75) The overflow pipe routes through the ground and discharges adjacent to the tank with no air gap.